

COLLECTIVE AGREEMENT

Between

BRINKS CANADA LTD.

And

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW – CANADA), LOCAL 114**



Effective: January 16, 2011 – January 15, 2014

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THIS AGREEMENT entered into this day of , 2012.

BETWEEN:

**BRINK'S CANADA LIMITED
247 East 1st Avenue
Vancouver, British Columbia**

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW CANADA), LOCAL 114**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS it is the desire of the Union and the Employer to enter into an Agreement governing the wages, hours of work and working conditions of the employees of the Employer, employed in the Province of British Columbia.

ARTICLE 1 - BARGAINING AGENCY AND DEFINITION

- 1.01** (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees of Brink's Canada Limited employed in the Province of British Columbia, but will exclude supervisory and management functions, sales, office employees, full and part-time vault personnel.

For the purposes of this clause the parties acknowledge the consent award of arbitrator Paul Fraser dated November 8th, 2004.

- (b) The Employer agrees that, where it shall establish a new classification or position in a location not currently on the wage schedule in the bargaining unit as described above it will negotiate, with the Union, wage rates to be paid employees in such classifications or positions. The Employer agrees if any branches are opened during the term of this agreement, the parties will negotiate the classifications and rates of pay for the branch. If the parties are unable to reach agreement after the Employer has set the initial wage rate, the Employer will proceed to implement the new rate and classification and either party may submit the issue in dispute to arbitration.
- (c) The parties agree that Management has the right to ascertain, evaluate and determine the duties, responsibilities and qualifications for all jobs within the scope of the bargaining unit.
- (d) The Employer reserves the right to hire and/or use part-time employees during the peak work periods, emergencies, unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to full-time employees. All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 2 herein. Supervisors/Managers will only perform bargaining unit work in the case of an emergency, training, or when no bargaining unit employee is available. Exceptions are day car operations (e.g.: no onsite liability) and money rooms. When supervisors/managers are allowed to do Union work, the amount of work performed will be kept to a minimum. The application of this Article will not be utilized to reduce bargaining unit work.
- (e) Part-time employees are those employees who are not regularly scheduled for or guaranteed forty (40) hours per week.
- (f) Should a significant volume of new business be acquired or business lost, the Employer shall meet with the Unit Chair or his or her or her designate

to discuss the crew complements and proposed scheduling changes. The Unit Chair will meet with the Employer on paid time to be given the opportunity to provide input into the run revisions.

(g) No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

ARTICLE 2 - UNION SECURITY

2.01 (a) The Union recognizes the right of the Employer to hire whomever he/she chooses, subject to the seniority provisions contained herein, the Employer agrees that when new employees are required, the Union shall be given the opportunity to refer candidates to the Employer.

(b) All employees covered by this Agreement must become and remain members of the Union in good standing as a condition of employment with the Employer. The Employer's payroll official shall notify the Union and Shop Steward within ten (10) days of hiring a new employee of his/her name and classification. The Employer will provide each new employee with an application for membership.

(c) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall, upon written notification from the Union, discharge such employee.

(d) Union Access to Facility

The Employer agrees to provide the National Representative, Local Representative and Local President with access to the Employer's premises for Union business, taking into consideration operational and security considerations. The Union will call the Branch Manager or designee beforehand to arrange for access.

ARTICLE 3 - DEDUCTION OF DUES, ETC.

3.01 (a) All bargaining unit employees will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in

accordance with its Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of their employment within the bargaining unit.

- (b) The Employer agrees to deduct from the pay of each employee covered by this Agreement, an amount of Union dues or their equivalent as specified by the Financial Secretary of the Local Union in line with constitutional requirements of the National Union, and forward the full amount so deducted to him or such other person as may be officially designated.
- (c) The Employer shall deduct from each new employee an amount equal to the Union's dues and levies. The employee's name and the amount deducted shall be added to the checkoff list for that month prior to submission to the Union. If the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked. If an employee shall be on vacation, the deduction shall be made from the employee's wages due him during their vacation period or prior to the start of their vacation if requested by the employee in writing 30 days prior to their vacation.
- (d) Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, along with and one (1) copy of the checkoff list which is provided by the Union.

ARTICLE 4 - UNION REPRESENTATION

4.01 Union Representatives

- (a) The Union shall elect or appoint and the Employer shall recognize Union representatives in every Branch who shall represent employees for the purpose of handling grievances, negotiations (Master Bargaining Committee), Health and Safety and all matters arising over the administration of this Collective Agreement. The Union representatives shall not be discriminated against in their employment because of performing the duties of his or her or her office.
- (b) The Union representatives shall also have the National Representative and/or Local Representative or their Designates present for negotiations or for any matters arising over the administration of this Collective Agreement.
- (c) When a Union Representative is authorized to miss shifts to work on behalf of the Union, the Representative will receive his or her or her usual

pay from the Company. The Company will invoice the Local Union once per month to get reimbursed for such payments.

- (d) One (1) Union representative per branch shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending an educational seminar conducted by the Union, provided that the Union representative is scheduled to work a regular shift on the day in question. The Union will provide Management with thirty (30) days written notice of the request for time off.
- (e) The Union representatives in each branch shall be provided with access to the telephone and fax machine and private meeting space where possible to perform Union business.
- (f) The Unit Chairpersons and Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

4.02 Unit Chairpersons

- (a) The Employer shall recognize one (1) Unit Chairperson from among the bargaining unit employees who work at either or both of the Vancouver or Langley branches. The Employer shall also recognize a Unit Chairperson at every other branch covered by this Agreement. The Unit Chairpersons shall be elected by the membership.
- (b) The Unit Chairperson or their designate shall be permitted reasonable time to investigate, present and process grievances on the Employer's property and to attend disciplinary meetings on behalf of employees without loss of time or pay during his or her or her regular working hours. Such time spent in handling grievances during the Unit Chairperson or their designate regular working hours shall be considered working hours in computing overtime if within the regular schedule of the Unit Chairperson. The Unit Chairperson or their designates activities shall not interfere with the Employer's business.
- (c) The Unit Chairperson or their designate covering the Vancouver and Langley branches shall be authorized to leave work to perform Union duties related to the administration of the collective agreement for a minimum of one (1) shift per week and the Company shall pay the wages for such time lost from regular work at applicable rates. The Unit Chairperson or their designate shall notify Management of their intended time off for Union business two (2) calendar weeks in advance unless otherwise mutually agreed.
- (d) The Employer agrees to provide to the Unit Chairperson or their designate any data or materials from the Krono's payroll system upon request, to

determine the hours worked by various employees covered by the agreement, within a reasonable time frame. This data and material shall not be removed from the branch office.

- (e) Each Unit Chairperson shall be provided with copies of all bulletin board notices.

4.03 Shop Stewards

- (a) The Union shall elect and the Employer shall recognize Shop Stewards in each branch. The role of the Shop Stewards shall be to work with the Unit Chairpersons in administering the Collective Agreement, to assist in the reporting and resolution of all grievances, to advise employees with respect to Union issues, and to represent employees in disciplinary proceedings.

The Shop Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property and to attend investigative and disciplinary meetings on behalf of employees without loss of time or pay during his or her or her regular working hours. Such time spent in handling grievances during their regular working hours shall be considered working hours in computing overtime if within the regular schedule of the Shop Steward. The Shop Steward's activities shall not interfere with the Employer's business.

- (b) The Shop Stewards shall be permitted to take up grievances during working hours without loss of regular straight time pay. If the Company requests a meeting with Shop Stewards after normal scheduled work hours, overtime rates shall be paid.

4.04 Names of Union Representatives

- (a) The Union will advise the Employer with the names of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement, and will promptly notify the Company of any change in the membership of the committees or of its officers or appointed representatives.
- (b) The Employer will advise the Union with the names of those of its Supervisory and Managerial Personnel with whom the Union may have dealings in connection with the administration of this agreement, and will notify the Union promptly of any changes thereto.

4.05 Union Bulletin Boards

The Employer agrees to provide space for a Union bulletin board that is readily accessible for the official Union notices of direct interest to the employees. Where requested by the Local Union, the Employer shall provide a bulletin board that shall be a lockable glass enclosure, not smaller than 36" by 30" in dimension.

4.06 Union Leaves of Absence

- (a) The Employer shall allow time off work, without pay, to any employee for Union business provided all requests for time off are reasonable and do not unduly interfere with the operation of the business.
- (b) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, a provincial Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence to match the time period(s) of elected or appointed office(s). Renewals shall be granted upon request for each election or appointment.
- (c) Such employees shall maintain and accumulate seniority during any Union leaves of absence and will continue to be covered under the Brink's benefit plan for the first thirty (30) days. The cost for benefits for employees on Union leave will be reimbursed to the Employer on a monthly basis starting with the first month after thirty (30) days of absence.

4.07 CAW Paid Education Leave

The Company agrees to pay on a monthly basis into a special fund an amount per hour, per employee for all hours worked for the purpose of providing paid education leave.

Year 1 - \$0.01

Year 2 - \$0.01

Year 3 - \$0.02

The purpose of such leave will be to upgrade employee skills in all aspects of trade Union functions.

Such monies will be paid into a trust fund established by the National Union, CAW, and forwarded by the Company to:

CAW Paid Education Leave Program
205 Placer Court
Toronto, Ontario M2H 3H9

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Seniority During Leaves of Absence

During an authorized leave of absence, an employee shall maintain and accumulate seniority.

5.02 Medical Leave

When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she shall report the fact to the Employer, prior to his/her actual starting time, so adequate replacement may be made if necessary. He/she will be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan. Employees may be required to support their absence with adequate medical documentation. The Employer reserves the right to require the employee to be examined by a mutually agreeable doctor, which examination shall be paid for by the Employer.

Employees must keep the Employer and the Union notified of their correct address and phone number at all times.

5.03 Bereavement Leave

- (a) In the event a full-time employee shall, while actively working as such, suffer a death in his/her immediate family, (that is, parents, stepparents, spouse's parents, spouse, (including same sex spouse), children, step children, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren) such employee shall be granted a leave of absence of his or her next three (3) days scheduled. Such employee shall be paid for each regularly scheduled day of work that occurs during such leave at eight (8) hours at the employee's regular straight time rate subject to a maximum payment of three (3) days. For part-time employees, bereavement leave, as per above, shall be granted on any of his/her scheduled working days that occur during the three (3) days immediately following the day of the death.
- (b) Additional time off without pay may be granted to eligible employees as defined above to make arrangements for and to attend the funeral of his or her or her immediate family where the time allowed above is not sufficient due to extended travel. Such requests shall not be unreasonably denied.

The exceptions to the above shall be as follows:

- (i) Where the employee can't attend the funeral because it is out of province or country, the employee is still entitled to the bereavement leave,
 - (ii) Where the employee is on his or her or her vacation, the leave shall be extended with pay for the bereavement leave. If an employee wishes for additional leave it shall be without pay upon mutual consent with the Employer,
 - (iii) Where the funeral services are conducted in a manner that a memorial service is first and at a later date the burial service, the employee shall be entitled to the bereavement leave.
 - (iv) The above exceptions will be applicable where an employee was scheduled to work.
- (c) An employee regularly working a ten (10) hour shift will be compensated for ten (10) hours at his or her or her regular rate of pay in accordance with (a) and (b) above.

5.04 Jury Duty

When full-time employees are required to serve as a juror, they will be paid for the difference between the jury fees and pay for the work week for the period for which they are required to serve on the jury, provided the employee shall be available for work for the Employer during said period when the employee is not required to serve on the jury.

In the event any employee is subpoenaed to appear as a witness on behalf of the Employer, or in a case where the Employer is involved, such employee shall be paid his or her regular scheduled hours at the regular hourly straight time rates. It is understood that the above does not apply to issues arising out of the grievance and/or the arbitration process.

5.05 Military Leaves of Absence

Military Leave of Absence without pay may be granted to any employee who is inducted or who enlists in lieu of induction in any branch of the Canadian Armed Forces. Military Leave may be granted for the purpose of fulfilling commitments to any Reserve component of the Canadian Armed Forces. Reasonable notice and proof of assignment shall be provided to the employer. Upon return from such leave, the employee will return to his/her previous position and maintain

and accumulate his/her seniority. Benefit coverage for dependants will be maintained for a period of 90 days unless other arrangements are made.

5.06 Maternity and Parental Leave

The Company shall grant unpaid maternity and/or parental leave of absence in accordance with the *Canada Labour Code*. The Company shall grant leave on the same basis to same-sex partners and to adoptive parents.

5.07 Compassionate Care Leave

- (a) The Company shall provide, upon written request, a leave of absence of up to eight (8) weeks in accordance with the *Canada Labour Code* provisions related compassionate care leave to allow an employee to care for a gravely ill immediate family member.
- (b) Employees shall make application for this leave to the Branch Manager.
- (c) Requests to extend Compassionate Care Leaves shall not be unreasonably denied.
- (d) At the employee's request, available vacation time and sick leave time may be taken to cover the duration of the Compassionate Care Leave.
- (e) Family member for the purposes of this article shall be as defined in the *Canada Labour Code* related to Compassionate Care Leave.
- (f) Benefits will be maintained by the Employer for the duration of a Compassionate Care Leave.

5.08 Other Leaves

The Employer may grant a leave of absence without pay if an employee requests it in writing from management provided it is not for the purpose of obtaining or pursuing alternate employment. No reasonable request will be denied subject to operational needs and requirements. The Employer shall maintain benefit contributions if the leave is for thirty (30) days or less and the employee shall have the option to maintain benefit contributions for leaves greater than 30 days.

ARTICLE 6 - UNIFORMS AND WORK CLOTHES

6.01 Uniforms and Laundry

- (a) The Employer shall furnish and pay for uniform equipment for employees as required. The style, type and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the Employer. All uniform items, including shirts, shall be replaced on a one for one exchange basis only when deemed appropriate by management. The Employer shall direct the appropriate code of uniform dress. Items of uniform equipment must be returned to the Employer upon termination of employment.
- (b) The Employer shall continue the current practice of laundering five (5) Company issued shirts and two (2) pairs of Company issued pants.

6.02 Bullet Resistant Vests

The Employer shall reimburse full-time employees three hundred and fifty dollars (\$350.00) for vests purchased after February 1, 2006. A list of approved vests appears in NIJ Standard 0101.06 Part-time employees will be entitled to the same benefit providing they remain in the employ of Brink's for a period of twenty-four (24) months from the date of purchase. Vests must be worn at all times. The allowance for bullet resistant vests will be renewed after five (5) years from date of purchase.

6.03 Safety Footwear Allowance

Effective January 1, 2012, the Employer agrees to provide a Safety Footwear Allowance by reimbursing full-time employees up to one hundred dollars (\$100.00) every two (2) years. The Safety Footwear must be black and CSA approved, with steel toes and in compliance with the Brinks' Uniform and Appearance Policy. Part-time employees will be entitled to the same benefit providing they remain at the employ of Brinks for at least six (6) months and work at least two hundred and forty (240) hours.

6.04 Rain Gear and Reflective Vests

The Employer shall provide rain gear and reflective vests for crew members that bid on runs that regularly go to the airport. The rain gear and reflective vests shall be assigned for the period the employees are on the bid run and shall be returned at the end of the bid. Additional rainwear and reflective vests will be available in various sizes in the branch for other staff to borrow should they be assigned to an airport run.

6.05 Survival Suits

Nine (9) survival suits will be provided for northern and interior areas.

6.06 Air Courier Parkas

Air courier parkas to be made available to those northern and interior employees as required, subject to management approval.

6.07 Tactical Flashlights

Secured rechargeable tactical flashlights will be supplied for each vehicle. The type and size will be determined by a joint union-management committee established to deal with radio and telephone issues.

ARTICLE 7 - CONFLICTING AGREEMENT

7.01 All conditions of employment relating to wages, hours of work, overtime pay, vacations, holidays and all other conditions of employment are set forth and embodied herein and no separate, oral or written Agreement shall be entered into with any individual member or group of members of the Union.

ARTICLE 8 - PROTECTION OF RIGHTS

8.01 It shall not be a violation of this agreement or cause for discharge, for any employee in the performance of his/her duties to refuse to cross a legal picket line.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.

(a) Any complaint or disagreement between the Employer and the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms and provision of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Grievances should be presented within fourteen (14) days following the event giving rise to such grievance.

- (b) The Steps of the Grievance Procedure including time limits shall be as follows:

STEP I

In the event that any grievance cannot be resolved through a verbal process, the employees, with or without the Shop Steward or Unit Chairperson, shall take his or her or her grievance up with a designated Management Representative. The Company shall respond in writing within seven (7) calendar days to the employee who filed the grievance as well as the Shop Steward or Unit Chairperson if one is involved.

STEP II

Should a solution not be reached by Step 1 or a written response not be received within seven (7) calendar days, the Union may appeal the grievance further by filing written notice of such appeal within fourteen (14) calendar days of Management's reply at Step I. Such an appeal shall be made to the appropriate designated Management Representative. A Local Union Representative and/or the National Representative as well as or the Shop Steward and/or Unit Chairperson shall then discuss the matter with the appropriate designated Management Representative. The Company will respond in writing within fourteen (14) calendar days.

Failing settlement of the dispute at Step II, the matter may be submitted to Arbitration as set out herein below. If the Company fails to respond within the time frame required, the Union may advance the grievance to arbitration at any time without any further requirement to follow timelines.

STEP III

Arbitration shall be before a single Arbitrator jointly agreed to by the parties. The party desiring Arbitration shall put forward the names of three potential arbitrators within forty-five (45) calendar days after having served notice of its intent to submit the matter to Arbitration.

The party receiving the notice shall within seven (7) calendar days thereafter, agree to one of the names put forward by the other party or put forward three names of its own.

STEP IV

Should the parties be unable to agree on an Arbitrator, then the Minister of Labour will be asked to appoint one.

- (c) If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his or her rights, benefits and privileges which he/she would have enjoyed if the discharge or suspension had not taken place, provided that it is shown to the Board that the employee has been in receipt of wages during the period between discharge, suspension, improper layoff, and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause and provided that the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so shall have the right to order the Employer to pay less than the full amount of wages lost or to pay no wages at all.

The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in the Agreement, or to give any decision inconsistent with the terms of this Agreement.

The costs of the Arbitrator and related expenses shall be borne equally by the parties.

The decision of the Arbitration Board shall be final and binding upon the parties.

- (d) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, then the Employer shall pay for all time lost by any employees as a result of such employee being called to appear as a witness, providing that the Arbitration Board decides that the testimony of the witness was essential to a just and proper decision in the case.

ARTICLE 10 - TRANSFER OF TITLE OR INTEREST

10.01 The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The

Employer shall give notice of the existence of this Agreement to any purchasers, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer.

ARTICLE 11 – ADMINISTRATION OF DISCIPLINE

11.01 Just Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause. The Company shall follow a progressive discipline model which aims to correct behaviour. Employees have a right to refuse to take polygraph tests.

Except where conflicting with other Articles of this Agreement, the conduct of all employees shall be guided by reasonable rules and regulations promulgated by the Employer from time to time. The Union shall be provided with copies of newly promulgated rules and regulations at the time they are issued.

11.02 Representation During Meetings with Employees

- (a) If in the course of a normal interview, meeting, or coaching meeting, it is determined that there may be grounds for a more focused meeting, or possible grounds for discipline, the Employer will ensure that a Shop Steward or Unit Chairperson is present for the continuation of the meeting, or any subsequent meetings on the matter.
- (b) No disciplinary meeting will take place without a Shop Steward or Unit Chairperson of the employee's choice present.
- (c) Where an employee requests a Shop Steward or Unit Chairperson who is not on duty or available to represent them, the Employer will endeavour to have an alternative representative attend the meeting. A request to reschedule the meeting until a preferred representative is available will be considered, provided there are no additional costs to the Employer and the Employer will not be prejudiced by the delay. In the event that the Employer denies the request, a Shop Steward or Unit Chairperson must still be present at all disciplinary meetings.
- (d) A generalized fact finding meeting conducted by a loss prevention investigator is not considered an investigative meeting. An investigative meeting" is defined as a meeting where a loss prevention investigator concludes that there are reasonable grounds to suspect a particular

employee(s) and intends to conduct a more focused investigation as to the particular employee(s) to confirm those reasonable grounds. As the investigator has no authority to recommend or impose discipline, no Shop Steward would be required. However, if the conclusions of the investigator as such are that discipline may request, the Employer will notify the Unit Chairperson forthwith and a formal review of the matter will take place at a meeting with the employee(s) and a Shop Steward or Unit Chairperson of their choice present, subject to Article 11.02 (c).

- (e) Attendees at the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings except employees who have been suspended or terminated and where such suspension or termination has not been overturned through the grievance procedure.

11.03 Disciplinary Notices

The Company shall set out its written reasons for any discipline, suspension, or discharge of an employee. Disciplinary letters including terminations, suspensions, documented verbal warnings and letters outlining a suspension pending an investigation given to employees must bear the signature of the appropriate management representative. A copy of any such notice will be given to the Shop Steward or Unit Chairperson at the time of discipline or notification of suspension pending investigation.

11.04 Access to Personnel File

- (a) The Company agrees that an employee shall have access to his/her personnel files during normal work hours in the presence of Branch Management and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personnel file will be given to the employee at the time of filing.
- (b) In addition to the employee, accredited representatives of the Union shall be permitted to prepare a copy of the employee file with written authorization from the employee. Branch Management will also work with Union staff representatives to forward copies of all specific requested information from employee files relevant to a grievance upon request.
- (c) For the purposes of administering the Collective Agreement and using information against any employee at any proceeding arising out of this Agreement, there shall be only one (1) employee file as referenced in this Article.

11.05 Signing not Agreement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

11.06 Removal of Discipline from Employee Files

- (a) Simple letters of warning; i.e. disciplinary letter not involving suspension, copies of which shall be supplied to the employee and the Union, may remain in an employee's personnel file after one (1) year from the date of their issue but may not be considered as part of his or her record after that date.
- (b) The Employer agrees that any disciplinary record including suspensions shall be removed from the employee's file after eighteen (18) months from the date of issue provided there has been no recurrence of similar circumstances giving rise to any disciplinary action/notation during that period.
- (c) When an investigation has been concluded without the Company taking disciplinary action, the material collected in the investigation will not be placed on the employee's file.

11.07 Suspension and Dismissal Procedures

- (a) If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall proceed directly to Step 2 of the grievance procedure.

11.08 Time Limit for Imposition of Discipline

- (a) Employees will be advised if the Company is considering discipline within fourteen (14) calendar days of the Employer becoming aware of the incident(s) for which discipline is being considered or any resulting discipline shall be deemed to be null and void.
- (b) A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held not longer than fourteen (14) calendar days from the time of notification of pending discipline unless objective circumstances such as vacation, illness, bereavement, unavailability of witnesses, etc. warrant a longer period or any resulting discipline shall be null and void.
- (c) The Company must either close the file or impose discipline within thirty (30) calendar days of a meeting arising under this clause, unless

otherwise mutually agreed. The Unit Chairperson for the Branch must agree to different time limits in writing for an extension to be valid.

11.09 Layoff or Discharge of a Union Representative

If the Employer lays off, suspends, or discharges a Union representative, the Local Union Office shall be notified in advance of any meeting or action taking place.

ARTICLE 12 - PAY DAY AND PAY STATEMENTS, ETC.

- 12.01** (a) All employees covered by this Agreement shall be paid on a bi-weekly basis, effective January 2013. Payment shall be by direct deposit.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

Employee(s) shall receive a print-out of all hours worked on each day and the pay rates (and premiums if any) associated with those hours on a weekly basis upon request. These statements shall clearly outline any changes made to the employee's start or finish time and total time worked.

Any shortages or errors in pay over seventy-five dollars (\$75.00) will be paid as soon as possible by the Branch, and, at the latest, on the next following payroll.

When there is an error of short payment or any other type of error under seventy-five dollars (\$75.00), this shall be corrected at the latest, on the next following payroll.

- (c) The Employer shall show the total amount of Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.
- (d) Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.

ARTICLE 13 - SENIORITY

- 13.01 (a)**
- (i) Separate full-time seniority lists shall be maintained by the Employer. One for the Victoria ATM/Armoured Division, one for Victoria Cash Logistics, one for the Vancouver/Langley Armoured Division, one for the Vancouver/Langley ATM Division, one for Langley Cash Logistics, one for Vancouver/Langley Turret Division, one for the Kelowna Armoured Division, one for the Kelowna ATM Division, one for the Nanaimo ATM/Armoured Division, and one for the Prince George ATM/Armoured Division.
 - (ii) One single part time seniority list for both Armoured and ATM divisions shall be maintained by the Employer as follows: One for Vancouver/Langley (Armoured and ATM) Branch, one for Langley Cash Logistics, one for Victoria Branch, one for Victoria Cash Logistics, one for Kelowna (Armoured and ATM) Branch, one for Nanaimo Branch, and one for the Prince George Branch.
 - (iii) Seniority for full-time employees shall be determined by the date on which such employees become full-time employees in their respective division as applicable. Full-time employees who commence employment on the same date will be ranked by a random draw administered by the Branch Manager and the Unit Chairperson.
 - (iv) Seniority for part-time employees shall be determined by the date on which such employees commence employment. Part-time employees who commence employment on the same date will be ranked by a random draw administered by the Branch Manager and the Unit Chairperson.
- (b) The lay-off and recall of employees will be based on overall seniority on each list, that is, the last hired will be the first laid off and the last laid off will be the first recalled, subject to ability and qualifications.
- (c) Promotions from part-time to full-time or to higher classifications shall be made in accordance with overall seniority on each list subject to the job posting procedure, provided the employees considered for promotion, have the ability and qualifications necessary for the full-time or higher classification. The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not be unreasonable and shall be subject to the Grievance Procedure.

Any employee who has been selected to fill a full-time vacancy and within a sixty (60) day trial period but no earlier than thirty (30) days does not

meet the Employer's requirements for the full-time vacancy, he or she shall be restored to their former position and shall retain their seniority.

The Company will include required qualifications in all job postings. The Company will provide necessary training required for positions within the bargaining unit with the exception of upgrading driver's licenses.

- (d) Whenever forty (40) hours of work per week shall be regularly available to individual part-time employees, in a single division as applicable, and in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of; relief work performed for employees who are absent or on vacation, emergency, Holiday and on-call work, then an additional full-time position shall be posted.

Where the Employer has blended runs, and those runs result in forty (40) hours of work per week regularly available to individual part-time employees on blended runs, and in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of; relief work performed for employees who are absent or on vacation, emergency, Holiday and on-call work, then an additional full-time position shall be posted.

- (e) In the event the work requirements of the Employer shall be reduced due to loss of business or curtailment of the Employer's operation, to the point that the guaranteed number of hours of work per week shall not be regularly available to all of the full-time employees, exclusive of on-call work, the Employer shall have the right to reduce the junior full-time employee to part-time status. Such junior full-time employee shall have the option to select a reduction to part-time status or, in the alternative, layoff. Full-time employees who have been reduced to part-time status shall retain their seniority rights for the purpose of recall as if they were on layoff.

- (f) Full-time employees who have been reduced to the status of part-time employees shall hold top seniority among the part-time employees. They shall be first in line for promotion to full-time status.

Part-timers will be considered as full-time when working a full-time block for the purposes of overtime and General Holidays.

- (g) An employee shall lose seniority in any of the following events:
- 1) He/she is discharged for cause or during his or her or her probationary period;
 - 2) He/she voluntarily leaves the employ of the Employer;

- 3) He/she fails to report to work after a layoff within five (5) working days after being notified by registered mail;
- 4) He/she fails to report to work at the expiration of a leave of absence except for bona fide emergency;
- 5) He/she is absent from work for three (3) days without notifying the Employer except for a bona fide emergency;
- 6) He/she is promoted and remains outside of the bargaining unit ninety (90) days or longer;
- 7) He/she has been on layoff for a period of twenty-four (24) months or longer;
- 8) Fails to apply for a Possession and Acquisition License (PAL).

(h) Probationary Period

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of ninety (90) days, or two hundred (200) hours worked, whichever is greater, from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee, provided that the Unit Chairperson is copied on the termination letter at the time of the dismissal.

- (i) The Employer will make available, during office business hours, the relevant time keeping records to the Union Steward or Unit Chairperson within two (2) days of a request. Such requests shall be in writing to the Branch Manager.
- (j)
 - (i) Where an employee fails to renew their Possession and Acquisition License (PAL), they shall be placed on leave of absence without pay and benefits until such time as the individual receives their renewal. Once the renewal is received the employee shall be returned to their original position. The leave of absence shall be limited to six (6) months after which time the employee will be deemed to have been terminated. Should an employee's PAL or Authorization to Carry Permit (ATC) to carry be permanently revoked by the proper authorities, they shall be terminated. The Employer agrees to provide notice to the employees six (6) months prior to the expiry of their PAL.
 - (ii) When an employee works in positions that require a driver's license temporarily loses their drivers license or driving privileges, they shall advise the Employer in writing and shall be granted a leave of absence of up to one (1) year upon request, for one time during the

length of this collective agreement. There shall be no loss of seniority during this leave

- (k) Full-time employees may request demotion to part-time status at the discretion of the Employer. Those employees who demote themselves to part-time status may do so only once during the life of the Collective Agreement. When an employee demotes to part-time they shall be placed on the part-time seniority list in accordance with their full-time seniority date. If the employee chooses to apply to and is successful in returning to a full-time job, they shall go to the bottom of the full-time seniority list as per the normal promotional rules.

ARTICLE 14 - DAYS AND HOURS OF WORK/OVERTIME/COMPRESSED WORK WEEK

- 14.01 (a)** A weekly schedule of work showing the days of work, days off, starting times and run assignments for all full-time employees will be posted by 3:00 p.m. in all branches on Thursday of the preceding week in a place visible to the employees. For employees working in ATM in the Vancouver and Langley locations, the weekly schedule of work with the same information shall be posted for employees by 8:00 p.m. on Thursday of the preceding week in a place visible to the employees. The Employer reserves the right to work employees in any assignment and to designate what run or job assignment an employee shall work, interchangeably within the classifications listed herein subject to the terms of this Agreement.

Once posted, changes will be made in such schedule only to meet emergencies, adjust for absenteeism, tardiness and extra work and to correct apparent errors. Vacancies appearing in the assignments may be filled by part-time employees. The Unit Chairperson will be provided with a copy of any changes to the posted schedule in writing at the conclusion of each work week or upon request.

In the event an employee is assigned to work in a higher classification they shall be paid for all hours worked in such higher classification at the rate applicable to such higher classification and provided further, no employee shall suffer a reduction in their regular wage rates for reasons of being assigned to work in a lower classification.

- (b) Each full-time employee shall be guaranteed eight (8) consecutive hours of work at straight time or straight time pay per day in five (5) consecutive days per week for a weekly guarantee of no less than forty (40) hours at straight time. Employees who voluntarily request to leave early on a shift shall be paid for hours worked on that day instead of the daily guarantee

and this shall not affect the right of other employees to finish their shift or run.

Each full-time employee on a compressed work schedule shall be guaranteed ten (10) consecutive hours of work at straight time or straight time pay per day in four (4) consecutive days per week for a weekly guarantee of no less than forty (40) hours at straight time.

Hours worked that accrue to overtime shall not be used to calculate the minimum hours or pay for the guarantee outlined above.

Full-time employees shall not be required to work split shifts.

Part-time employees will be scheduled up to forty (40) hours of work in six (6) days based on seniority, qualifications and availability. Once all available part-time employees have worked or been offered forty (40) straight time hours in a week, any additional hours shall be offered out to full-time employees on the overtime sign up list in seniority order and then to part-time employees in seniority order.

- (c) Any time worked in excess of eight (8) hours on an eight (8) hour shift shall be at time and one-half (1 ½).

Any time worked in excess of ten (10) hours on a ten (10) hour shift shall be at time and one-half (1 ½) the hourly rate.

The Employer will continue the current practice of paying double time for overtime for all hours worked after ten (10) hours in a day, or twelve (12) hours in a day for compressed work week, for any armoured shift for employees hired before September 26, 1994.

- (d) All time worked in excess of forty (40) hours in a week will be paid at a rate of time and one-half (1 ½).
- (e) Any employee called to work shall be paid a minimum of four (4) hours and any employee called back to work after his/her scheduled shift has been completed and he/she has left the premises shall be paid a minimum of three (3) hours at the applicable overtime rates.
- (f) (i) Part-time employees will be required to submit the days they are available on the posted schedule for a two (2) week period. When this two (2) week schedule is made up the shifts/hours submitted, part-time employees will be required to be available for the scheduled shift.

- (ii) Part-time employees will be scheduled from a part-time availability sign-up list. With respect to scheduling part-time employees, the Employer will equalize the hours worked by part-time employees, recognizing seniority, customer requirements and operational needs. Part-time employees shall be paid for all hours that they are scheduled for.
- (g) (i) The Employer shall be privileged but not obligated to work full-time employees in excess of the number of hours guaranteed per week, or to work such employees on their scheduled day off.
- (ii) Full-time employees desiring to work such overtime shall indicate their willingness by signing the appropriate branch or divisional list posted by the Employer. Assignment of overtime shall be given to those full-time employees who have signed the appropriate branch or divisional lists beforehand. A copy of the completed overtime sign-up lists shall be given to the Unit Chairperson upon request.
- (iii) Hours of work in excess of those guaranteed each week to a full-time employee will be assigned by Division, by Branch in the following order:
 1. To part-time employees in order of seniority up to a maximum work week of forty (40) hours until interest is exhausted.
 2. To full-time employees who have signed the overtime availability list in order of seniority until interest is exhausted.
 3. To part-time employees in order of seniority until interest is exhausted.
 4. Assigned by the Employer in reverse order of full-time seniority as required to meet the operating needs of the Company
- (h) Employees may be required to be available for work on an "on-call" basis. On-call shifts shall be nine (9) hours or less of on-call time as designated by Management. If called to work while on-call, an employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the employee's regular hourly rate. Employees shall be paid \$29.00 per shift while on-call, which will increase at a rate of one dollar (\$1.00) per year on the anniversary date of the collective agreement. On-call is defined, as all time not considered work time for which the employee will be responsible to be in communication with the Employer. On-call hours

shall not be considered hours worked. Work performed in connection with being on-call shall not be considered as working a split shift. The hours worked when called into work while on-call shall be added to the accumulated hours of work for that week. Working time is defined as that time engaged in duties on behalf of the Employer at the facility.

On-call hours shall not be considered as part of the weekly guarantee of hours for full-time employees. This shall apply to Article 13 (d) and (e).

Regularly scheduled full-time service crews shall not be considered as being on-call.

On-call shall be assigned in the following order:

1. Qualified volunteers (part-time first, full-time second by seniority)
2. Part-time on junior force basis (based on availability)
3. Full-time on a junior force basis

(i) The parties agree that compressed work week shifts may be scheduled at any facility under the following conditions:

- 1) A compressed work week shift shall be composed of four (4) consecutive days.
- 2) Whenever practical, the shifts for each day will not greatly exceed ten (10) hours. 15
- 3) The wages for each day shall be calculated as follows:
 - (i) Armoured Car employees hired prior to September 26, 1994:
 - a) First ten (10) hours - Regular rate of pay.
 - b) Ten (10) to twelve (12) hours - 1 1/2 times regular rate of pay
 - c) Over twelve (12) hours - Two (2) times regular rate of pay
 - (ii) ATM Employees and employees hired after September 26, 1994:
 - a) First ten (10) hours - Regular rate of pay
 - b) Over ten (10) hours- 1 1/2 times regular rate of pay
- 4) Pay for a Statutory (General) Holiday shall be ten (10) hours at the regular rate of pay plus any time worked at the applicable rate.

- 5) When a full compressed work week is to be assigned, it shall be assigned as a block to the most senior part time employee requesting same. A part-time employee who does not work the entire weekly compressed work week of four (4) consecutive days totalling forty (40) hours shall be entitled to daily overtime after eight (8) hours as set out in Article 14 (c).
 - 6) All work done on a scheduled day off by an employee working a compressed work week shall be considered as overtime and shall attract the applicable rate of pay.
- (j) Every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he/she shall be paid at one and one-half times (1 ½) their regular hourly rate until such eight (8) hour period is over.

ARTICLE 15 - LUNCH AND REST PERIODS

- 15.01 (a)** Employees working shifts of five (5) hours or more shall receive a half (1/2) hour off. Lunch periods shall commence no earlier than three (3) hours after the start of the shift. Such time shall not be considered as time worked, except in the event a crew member is required to remain on the armoured vehicle or on the Employer's premises during his or her or her lunch period. Such time shall be considered as time worked.

The designated employee to remain on the armoured vehicle during lunch must be confirmed with Management as noted on the employee's time cards at the end of his/her shift.

- (b) Employees shall receive a fifteen (15) minute break during each four (4) hours worked. Such breaks will be made on the route without appreciable deviation from the approved or an established schedule.
- (c) It is recognized and understood that from time to time, it may be necessary to interrupt or forego lunch and/or rest periods because of service demands.

Should Management require it necessary to forego or interrupt lunch and/or rest periods, employees shall be compensated at the applicable rate of pay.

(d) In the event that employees are required to layover during one round trip or run away from their Branch, they shall be compensated for that layover as follows:

- For the first fourteen (14) hours of each layover - no pay.

- For the next ten (10) hours of layover - paid at normal straight time rates

Such time shall not be considered as time worked for the purposes of overtime or for the purpose of meeting the weekly guarantee.

(e) In the event that employees are required to layover during one round trip or run away from their Branch, they shall receive a daily per diem amount of forty-one dollars (\$41.00) effective upon ratification and will be increased by one dollar (\$1.00) per year on the anniversary dates of the collective agreement.

(f) The Employer will continue its practice regarding accommodations on overnight stays for over the road crews. Wherever possible the Employer will provide separate sleeping accommodations for employees required to stay over night while on highway runs.

ARTICLE 16 - SAVINGS CLAUSE

16.01 (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdictions, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 10 herein. In no event shall the proposed alternative solution or replacement provision require a greater financial commitment on the part of the Employer during the term of this Agreement.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 (a)** The Employer shall institute and maintain all reasonable precautions to ensure every worker a safe and healthful workplace. The Employer and the Union will cooperate fully to promote safe work practices, health conditions and compliance with safety rules and procedures as outlined in Part II of the *Canada Labour Code*.

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.

- (b) Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions subject to the provisions of Part II of the *Canada Labour Code*.

If a worker exercises their right to refuse, they will notify their supervisor and the Union member of the health and safety committee. They shall stand by in a safe place and cooperate fully with the investigation of the hazard.

- (c) The Employer and the Union agree to adhere to the terms of Section 135 and 136 of Part II of the *Canada Labour Code* with respect to the formation and mandate of the Health and Safety Committee. Joint Union-Management Health and Safety Committees shall be formed at each facility to which the Union will elect or appoint two (2) in Vancouver, two (2) in Victoria, two (2) in Kelowna, two (2) in Langley, one (1) in Nanaimo, and one (1) in Prince George.

- (d) (i) In order to comply with local authorities and Provincial standards in respect to the transportation of firearms and availability of range facilities, the Employer will provide employees with the necessary equipment and training to enhance their proficiency in the safe handling of firearms.

(ii) It is understood and agreed that it is in the best interest of the employees and the general public that employees be limited to three (3) qualification tests to achieve the accepted standards set out by the Province of British Columbia. Should an employee not achieve these standards he/she will be provided with remedial training prior to the next qualification test. Failure to achieve these standards will result in loss of seniority and the employee will be

given the option to resign or be reclassified to other duties if available.

For the purposes of the mid-year qualification, employees will be limited to three (3) qualification tests to achieve the accepted standards set out by the Province of British Columbia. Should an employee not achieve these standards, he/she will be provided with remedial training prior to each qualification test. If after three (3) tests and remedial training an employee is unable to achieve the standards they will be taken out of service and placed on a leave of absence without pay until they are able to meet the standards. Once they have achieved the standards they will be placed back on the schedule. For full-time employees there will be no loss of seniority provided they achieve the standards within one month of being taken out of service.

- (e) The Employer will provide adequate ammunition and paid range time of up to eight (8) hours per year for practice with qualified instructor, as required by the Employer. Such requirements will include semi-annual and annual qualifications.

17.02 Right to Accompany Inspectors

The Union Health and Safety co-chair shall have the right to accompany on an inspection tour any Government Health and Safety Inspectors if it is prearranged ahead of time by either party or the inspector, subject to availability.

17.03 Right to Know

The Employer shall ensure that all employees are informed of their right to refuse hazardous work which may harm them, or any person in accordance with the provisions of the *Canada Labour Code*. Signs will be posted in the workplace advising them of this right.

17.04 Participation in Investigations

The Union Health and Safety co-chair is entitled to fully participate in a Health and Safety investigation at every stage.

17.05 No Discrimination

No employee with just cause, as outlined in Part II of the *Canada Labour Code*, shall be dismissed, suspended, laid off or demoted for exercising their right under Part II of the *Canada Labour Code*.

17.06 National Day of Mourning

Each year on April 28 at 11:00 a.m., work may stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

17.07 Facility Standards

Management agrees to provide clean and sanitary facilities with respect to lunch, washrooms and change rooms. Separate washrooms shall be provided for male and female employees. In any new Branch constructed after September 1, 2011, separate change rooms shall be provided for male and female employees.

17.08 Health and Safety Policy Committee

(a) The parties also agree to establish a joint Occupational Health and Safety Policy Committee as set out in section 134.1 of the *Canada Labour Code*. The Union Safety Committee Co-Chair from the Vancouver/Langley branch and a Union Safety Committee Co-Chair from another branch as determined by the Union will be representatives on the Policy Committee.

(b) The Union Policy Committee members shall meet in person with a Company representative or representatives at least once every four (4) months on paid time at applicable rates or more often if other meetings are required as a result of an emergency or other special circumstances.

(c) Policy Committee Duties

The Policy Committee shall:

- (i) assist in the development and final approval of Health and Safety policies and programs;
- (ii) participate in the development and monitoring of the overall safety program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters;
- (iii) consider and expeditiously dispose of matters concerning health and safety raised by members of the Safety committee or referred to it by a work place committee or a Health and Safety representative;
- (iv) participate to the extent that it considers necessary in inquiries, investigations, studies and inspections pertaining to occupational health and safety;

- (v) participate in the development and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
 - (vi) cooperate with health and safety officers;
 - (vii) monitor data on work accidents, injuries and health hazards; and,
 - (viii) participate in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.
- (d) Union Policy Committee members shall be compensated by the Company at the applicable rate of pay for time required to attend meetings or perform any of their other functions as authorized by both Chairpersons of the Committee in addition to any travel costs required. The Co-Chairs of the Safety or Policy Committee must jointly approve Committee members' time spent away from their regular work duties and such approval shall not be unreasonably withheld.
- (e) Union Health & Safety Policy Committee members shall be entitled to meet for thirty (30) minutes as caucus time paid at applicable rates prior to meeting with Company representatives at each Policy Committee meeting. Additional time to caucus shall be granted upon request and shall not be unreasonably withheld.

ARTICLE 18 - MANAGEMENT RIGHTS

18.01 The Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote, demote for cause, discipline or discharge employees for cause, or layoff forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to promulgate rules and regulations from time to time. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement. Provided, however, the Employer agrees that any exercising of these rights and powers shall not conflict with any provisions of this Agreement.

The Employer agrees to provide to the Union, upon request, a copy of any new policies. These policies shall be reasonable and shall not in any way be inconsistent with the provisions of this Collective Agreement.

ARTICLE 19 - TRUCK MAINTENANCE AND SAFETY

- 19.01 (a)** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified. In the event an employee determines that a vehicle is in unsafe operating condition, the employee shall request that a supervisor confirm this. If the supervisor concurs, he/she shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected. Nothing in this clause shall supersede the provisions of Section 128, Part II of the *Canada Labour Code*.
- (b) All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.
- (c) All units shall have adequate heaters, windshield wipers, defrosters and functioning air conditioning units, and, for trucks purchased after the date of ratification, adequate roof vents.
- (d) Employees shall immediately or at the end of their shift, report all such defects of equipment. The report shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee and one copy to the safety committee.
- (e) The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Employer shall pay such fines for exceeding legal load limits.
- (f) All regular runs will be numbered. A crew shall not be less than two (2) persons. When it is necessary to replace an armoured vehicle on a regularly scheduled run with an unarmoured vehicle, such unarmoured vehicle shall have a minimum of three (3) crew members.

ARTICLE 20 - TRAFFIC TICKETS

- 20.01 (a)** No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be

responsible for the payment of such citation. Traffic tickets or citations issued to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof.

- (b) Moving violations shall be the sole responsibility of the driver, e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.
- (c) If a driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's loss of wages.

ARTICLE 21 - TOOLS

21.01 All tools, weapons and equipment required by employees to properly safely and securely perform the function of their job shall be furnished by the Employer and shall remain the property of the Employer at all times.

ARTICLE 22 - TECHNOLOGICAL AND MECHANICAL CHANGES

- 22.01** (a) **Definition:** Technological and mechanical changes shall be defined to mean the utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.
- (b) **Recognition by Parties:** The parties of this Agreement recognize that the technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse affects that may result from such changes.
- (c) **Prior Notification:** The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological mechanical changes as defined in (a) above, and the matter shall immediately become a topic of discussion between the Company and the Union and particularly with regard to:
- (i) The effect such changes will have on the number of employees within the bargaining unit.
 - (ii) The probable effect on working conditions.
 - (iii) Any changes in job classifications.

- (d) Full-time employees with one (1) year or more of service whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer subject to a maximum of six (6) weeks pay, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for just cause.

- (e) **Training:** In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority to operate the equipment and/or train to operate the equipment provided the employee qualifies with the requirements. Training required by the Employer shall be paid for by the Employer, this shall include wages. In cases where training is required due to existing legislation, new legislation or changed legislation by outside agencies such as government, city, etc., the Employer will pay for the cost (excluding wages) of the course.

ARTICLE 23 - JOB POSTINGS

23.01 In the event that a full-time classified job becomes vacant or a job classification is created, under normal circumstances the Employer shall post within seven (7) days a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends. The senior full-time employee applying who has the ability and qualifications to do the job shall receive such job.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his/her former position without loss of seniority.

It is the responsibility of employees to complete the Vacancy Selection Form prior to departure on vacation or immediately upon commencement of other authorized leaves. Employees will identify vacancies for which they wish to be considered under the terms of the collective agreement.

If an employee is away on authorized leave and applies for a posted vacancy through the Vacancy Selection Form, and is deemed to be qualified and able to

perform the position, the position will be held in escrow pending the return to active duty of the employee. The employee will not be entitled to the wages, benefits and terms and conditions of the position until they return to active duty.

The senior full-time employee within the affected division (Armoured or ATM) applying who has the ability and qualifications to do the job shall receive such job. Full-time employees outside of the affected division (Armoured or ATM), who have the minimum qualifications for the position, shall be given the opportunity to apply for the position if no full-time employees within the affected division apply for the posting. If there is no application for a vacancy from a full-time employee, or the three (3) postings have been completed, the resulting vacancy shall be filled by the senior qualified "pool (part-time) employee" who applies for the position.

ARTICLE 24 - PENSION PLAN

24.01 The Employer shall maintain Retirement Plan for Brink's Group Companies in Canada, as described in the separate plan document (OSFI: 55288, CRA Registration # 223842) as a non-contributory Pension Plan for the benefit of its full-time employees and those part-time employees who qualify under statutory regulations hereby covered. The Employer will issue Pension statements in accordance with OSFI regulations. The annual pension benefit payable at an employee's normal retirement date will be calculated as follows:

- (a) \$66 multiplied by the years of credited service (to a maximum of 25 years), plus
- (b) 1.65% of your annual plan compensation in excess of \$7,800 multiplied by the years of credited service (to a maximum of 25 years).

Annual plan compensation will be based on the three (3) consecutive calendar years before retirement during which your compensation (as defined in the Plan) from the Company is the highest. A maximum of twenty-five (25) full years of credited service will be used in determining annual pension benefits.

ARTICLE 25 - PICK OF RUNS

25.01 (a) (i) Bids will be posted on March 15th for the first Sunday in April, and on September 15th for the first Sunday in October, all full-time employees, in order of their seniority, shall be eligible to bid for and assigned to blocks of runs as determined by the Employer, under

the terms and conditions hereinafter set forth. Upon thirty (30) days notice the Employer may schedule an additional bid. When such a new bid occurs, it shall not displace the fiscal bids.

- (ii) To be eligible to bid, the aforementioned employees must be qualified to and capable of performing all duties required in the classification in which they bid.
 - (iii) The run bids shall be given to the Unit Chairperson upon posting and be posted for a minimum of one (1) week. Employees who are ineligible to bid will be assigned at Management's discretion, and will be offered an opportunity to bid, in order of seniority on permanent vacancies for established blocks of runs when they become available.
 - (iv) On Thursday of the week proceeding, the Employer shall post a weekly schedule. Vacancies that occur after the schedule is posted shall be filled at the Employer's discretion. In the event there is an insufficient number of qualified employees to perform specific work assignments, the Employer reserves the right to remove junior qualified employees from a bid run position to fill necessary vacancies.
 - (v) A selection schedule will be established and employees will be contacted directly for their selections according to the schedule and will be given thirty (30) minutes to make their selection once they have been provided with all applicable information necessary to make a selection.
 - (vi) The posting of the proposed bid schedule may be delayed upon mutual written agreement with the Unit Chairperson and Local Representative.
- (b) (i) Refusal or Removal from a Run: The Employer may refuse assignment to a run for which an employee has bid for just cause and once having assigned an employee to a run, may remove him/her for just cause. The action of refusal shall be a proper subject of the Grievance Procedure. Persons so removed or refused shall be assigned to the pool pending the determination of the grievance, if any.
- (ii) Once an employee has signed up for and has been assigned to a block of runs, he/she shall remain there until the next general sign-up, except in those cases listed heretofore.

- (iii) Should any employee fail to sign for a position after one week posted notice, he/she shall be advised by the Employer, in writing, that he/she is being bypassed and only the unsigned positions will be available to him/her when he/she does decide to sign for this position.
 - (iv) In the event any employee shall be absent during the period of time when the positions are posted and signed for, he/she shall fill out and sign a sheet showing his or her or her first, second and third choices for positions to which his or her or her seniority would entitle him/her and leave this with the Branch Manager and Shop Steward or their designates; his or her or her name shall be signed to the position available at sign-up time in accordance with his or her selections.
 - (v) In the alternative, an employee may forego this procedure and sign for whatever position is available upon his or her return.
- (c) **Holiday Weeks:** Employees may be given different assignments during the week in which one of the General Holidays occurs due to changing customer's requirements during those weeks.
- (d) (i) **Revision of Runs:** In order to meet the needs of customers and improve the efficiency of the operation, runs may be changed from time to time by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If runs shall be unusually late coming in due to breakdown or other causes to the point that it cannot meet the Employer's commitment to the customer, a crew or another run may be assigned to extend its run and make such pickup or perform such other duties on the late run in order to meet the obligation of the Employer with respect to the customer involved on the late run.

If the start or finish time of any run in a division is changed by ninety (90) minutes or more, the Employer will conduct a new bid for that division using the process for a full bid.

- (ii) A weekly schedule showing which truck shall be used on each run shall be posted as per the present practices, provided, however, the Employer shall be privileged to change such vehicle assignment as it sees fit.
- (iii) **Merging** - In the event two (2) or more runs are merged, the employees on said runs shall bid on the runs affected in order of overall seniority for the right to remain on the merged run or revert to the pool of unbid employees.

- (iv) **Elimination of Runs** - In the event a run shall be eliminated; the employees on that run shall revert to the pool until the next general bid.
 - (v) **Addition of Runs** - In the event a run shall be established, assignments to that run shall be made from the pool of unbid employees until the next general bid.
- (e) **Vacancies** - To cover vacancies on runs or schedules, replacement shall be made as follows:

Permanent vacancies such as retirement or death shall be bid from the pool.

Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool as per Article 14(g)(iii). Temporary vacancies that arise during a bid (for vacation, leaves, WCB, illness, etc.) that are expected to last for thirty (30) days or longer and expected to end before the conclusion of the current bid shall be posted for bid in seniority order by full-time employees and then part-time employees.

Any resulting vacancies shall be offered in the same seniority order using the three (3) movement rule outlined in Article 24 however the time for such postings shall be reduced to four (4) calendar days and the time to apply for such postings shall be reduced to forty-eight (48) hours. If the length of the vacancy is less than fourteen (14) calendar days during any part of the three (3) movement rule, the Employer shall not be required to post further vacancies. The Unit Chair shall be notified of all temporary vacancies and the successful applicant(s).

When an employee returns from such temporary vacancy, the employees who moved as a result of the three (3) movement rule shall revert back to their original position on the next weekly schedule.

Emergencies - In case of emergency when it becomes necessary to send a run out on schedule, employees may be moved from their bid assignments and sent out to cover the emergency.

In the event there are an insufficient number of employees qualified in the pool to perform the work assignment, the Employer reserves the right to remove a junior qualified employee from a bid run to fill necessary vacancies.

(f) Part-time Bid

Part-time employees, by division will have bid opportunities based on seniority up to 75% of available shifts. Such bids will run concurrently with full-time bids.

It is understood that available shifts are not meant to include vacation relief, Worker's Compensation, Long-Term Disability, sick book-off or any other item outside the normal available number of shifts.

Available shifts will be posted individually, and/or in blocks, and may be bid by part time employees, in order of seniority.

While the Company will endeavour to maximize the number of hours in each shift, it is understood each shift carries no hours of work guarantees.

Once all available part-time bid shifts have been filled, remaining shifts will be assigned from the remaining pool of part-time employees on a basis that equalizes (based on seniority and shift/employee availability) the number of shifts worked to each employee on the part-time seniority list. It is understood the Employer requires equalization to ensure a sustainable pool of part-time employees.

In the event a part-time employee is assigned to cover a vacant full-time bid, the equalization will not apply. In cases involving modified work weeks, overtime will be paid as per the modified work week agreement (4 day block, overtime after ten).

Failure to exercise one's right to bid will lead to the elimination of further bidding rights until the next bid.

Part-time bid employees are still required to complete availability sheets each week to indicate availability for remaining shifts, subject to the equalization provisions noted.

If a part-time employee fails to complete a bid shift on two separate occasions, without authorization, he/she will be considered to have forfeited their bid. This bid will be reposted to bid from the remaining pool, unless 30 or less days remain in the existing bid. Employees who forfeit a bid revert to the pool subject to equalization as noted above.

There shall be no provisions that would limit the Employer's rights should runs be eliminated, merged, or added.

(g) Blending of Runs

Based on customer requirements and operational needs the Employer may blend armoured and ATM runs to improve the efficiency of the operation. The blending of the runs will be based on the following criteria:

- (i) For runs consisting of three (3) persons, the crew will consist of an ATM Senior Tech and an armoured Messenger in the back of the vehicle. If more than fifty percent (50%) of the calls on the run are armoured, the Driver will be Armoured. If more than fifty percent (50%) of the calls on the run are ATM, the Driver will be ATM.
- (ii) For runs consisting of two (2) persons, the crew will consist of a an armoured Messenger and Senior ATM Tech.

(h) Union Involvement in Bids

The Unit Chair and at least one (1) Shop Steward or designate from day shift and one (1) Shop Steward or designate from night shift in each branch shall meet with the Company on paid time at least twenty-one (21) days prior to the bid being posted to discuss all relevant information related to the bid and to consider suggestions for alternatives from the Union representatives. The Company shall provide stop information, routing, days and hours of each shift, and a summary of each position and the work performed on each day of the week in advance of the meeting to allow for an informed discussion. The Company shall consider in good faith reasonable suggestions put forward by the Union representatives.

ARTICLE 26 - CLASSIFICATIONS AND WAGE RATES

26.01 A.T.M. Technicians shall be those employees whose work for the Employer shall consist among other things, of general maintenance and service of A.T.M. units, replenishing of cash for A.T.M. units, balancing A.T.M. units relative to cash holding, removing customer deposits from the A.T.M. units, operating motor vehicles and providing necessary security in connection with the A.T.M. operation.

It is understood that the bank night depository work, as described below, falls in the category of A.T.M. work.

Amongst other things, Night Depository Work consists of the picking up and signing for cash shipment from the bank cash centre, carrying currency into the branch, servicing A.T.M. and Night Depositories in joint custody, counting and

verifying in joint custody the depository contents, cash shipments' delivery to the branch and left in the night depository.

Crew Chief shall be assigned at the discretion of the Employer. The Crew Chief is under the supervision of the Manager, Assistant Manager, Supervisors and Dispatchers. The Crew Chief shall exercise immediate supervision over his/her crew for the full duration of the shift and ensure the crew perform their respective duties in a proper and secure manner, with particular reference to security, customer service and productivity.

ATM Technician "A": Shall be those full-time employees currently working in the classification who have worked continuously as a full-time Technician for more than twelve (12) consecutive months.

ATM Technician "B": Shall be those employees currently working in the classification who have worked as a full-time ATM Technician continuously for a period of less than twelve (12) consecutive months.

ATM Technician "C": Shall be those employees who are part-time ATM Technicians.

Armoured, Vault, Turret Divisions

Messenger - All messengers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of endorsing cheques, and/or receipting for parcels.

Armoured Driver - All drivers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of operating motor vehicles, and/or acting as guards.

Guard - All guards shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of guard work.

Assistant-Cashier - The classification of Assistant-Cashier may be a relief classification to be applied in the event a truck employee is assigned to replace the cashier on duty and performs all of their functions. It shall not apply in the case when the truck employee merely assists the Cashier or Assistant-Cashier on duty.

Turret Guard - Turret guards shall be those employees whose work for the Employer shall consist of, among other duties considered as bargaining unit work, of being assigned to the Employer's premises for the purpose of protecting the Employer's personnel and the shipments and property for which the Employer is responsible.

Cash Logistics Employees - The duties of the Cash Logistics employees will, amongst other things, consist of counting and receipting for shipments of currency and coin, maintaining daily work records required by the currency and coin processing operations, arrange bags, trays, carts, unwrapping material boxes, hand trucks and other supplies; they will also count, sort, package, load and unload currency and coin, load and unload and balance A.T.M. cassettes, clean, adjust and maintain currency machines.

Assistant Cashier shall be a relief classification only to be applied in the event a truck employee assigned to replace non-union vault personnel on duty.

Lead Hand Trainer: The Employer will establish in each division, at its discretion, Lead Hand Trainers whose responsibility it shall be to provide on-the-job training and assessment as directed by management.

The Lead Hand Trainer will be paid a premium of one (1) dollar on the employees existing classification for all hours scheduled and time actually spent as training time.

There will also be full-time Lead Hand Trainers that will be paid a premium of one dollar (\$1.00) per hour for all hours worked. There will be the following number of full-time lead hand trainers per branch:

Vancouver	2
Victoria	2
Kelowna	2

Prince George and Nanaimo will have one (1) Lead Hand Trainer as required and at the discretion of management.

Lead Hand Trainers' hours of work will be dictated by the requirements of the training being provided.

In addition to regular Brinks training such as Basic Blue, Use of Force, Law, and Firearms Qualification training, new employees shall receive a minimum of ten (10) days of training in guard, driver, messenger and ATM duties (including time on the vehicles) prior to being assigned as a working member of the crew. Refresher training shall be scheduled as determined by Management.

ARTICLE 27 - NO STRIKE OR LOCKOUT

27.01 During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there is to be no strike, work stoppage or other interruption of the Employer's business.

ARTICLE 28 - GENDER

28.01 Wherever the use of the male gender is used herein, it shall also apply to the female gender.

ARTICLE 29 - MINIMUM STANDARDS

29.01 (a) It is intended that the provisions contained in the *Canada Labour Code* and Regulations, presently in effect and from time to time amended, are minimum requirements only.

(b) In the event this collective agreement does not contain a provision which is contained in the Code such provision shall be deemed to be incorporated in the collective agreement as part of its terms.

(c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Code, then the provision contained in the Code shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.

In the event a dispute arises respecting the application or interpretation of any provision of the Code which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

ARTICLE 30 - ANNUAL VACATION

30.01 (a) No later than January 1st of each year, the Employer shall post a vacation list or lists on the Bulletin Board, and each employee shall, in order of seniority, apply for his or her vacation on such list at a time same is desired, and such request must be completed by March 1st of each year. The Employer shall indicate on such list or lists the maximum number of employees who may be off on vacation during each week of the year.

(b) Such vacations shall be taken in one (1) unbroken period unless requested by the employee, who shall have the sole rights to decide whether their vacations shall be in one (1) period or split. A maximum of fifteen percent (15% - rounding off to .5 and up) of the total number of full-

time shall be allowed off on vacation during any one week during the vacation period extending from January 15th to December 15th of each year.

There shall be a maximum of two (2) employees off on vacation during the period of December 15th to January 15th.

(c) In the event an employee shall fail to select his or her vacation on or before March 1st, the Employer reserves the right to assign such employee's vacation period.

(d) Vacation entitlement for full-time employees shall be as follows:

For the following full-time Vancouver employees hired or promoted before September 26th, 1994.

BRANDT	MAH	BRIGGS
CHURKO	RIEVELEY	ROBERTSON
FREEMAN, R	SELLARS	SCHOTT

Year of Employment	Weeks Entitlement	Hours Pay	Applicable Percentage
1	3	120	6%
8	4	160	8%
15	5	200	10%
20	6	240	12%

For all other full-time employees:

Year of Full-Time Employment	Weeks Entitlement	Hours Pay	Applicable Percentage
1	2	80	4%
5	3	120	6%
11	4	160	8%
18	5	200	10%

Full-time employees shall receive vacation pay at the rate he/she is earning at the date he/she takes his or her vacation or, the applicable percentage of his or her annual gross earnings for the preceding anniversary year, whichever is greater.

For the purpose of determining an anniversary year of employment, to qualify a full-time employee for vacation and vacation pay, the date of hire as, or promotion to, full-time shall be deemed the anniversary date.

- (e) Part-time employees shall receive vacations and vacation pay in accord with the minimum requirements of the *Canada Labour Code*.

Part-time employees must notify the Employer by January 15th of each year of their intent to take vacation and receive their vacation pay at the time of the vacation. If they fail to notify the employer of their intent, they will be paid out for vacation on the first pay in February of the following year.

- (f) All full-time employees with five (5) years of service or more shall be able to schedule, from their annual vacation allotment, up to five (5) single vacation days, except during the July – August period or from December 15th to December 31st or when the maximum number of vacation slots have already been filled for a given week. For scheduling purposes, these days must be declared at the time all annual vacations are selected and must be requested in writing no later than ten (10) days prior to when they are to be scheduled. If single days remain at year end, they will be paid out by December 15th.

ARTICLE 31 - GENERAL HOLIDAYS

- 31.01 (a)** The following days shall be recognized as holidays for full-time employees:

New Year's Day	Good Friday
Victoria Day	Employee's Birthday
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

All full-time employees shall be paid applicable straight time pay for all such holidays regardless of which day in the week the Holiday falls. Such hours will be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee. Part-time employees shall have their holiday pay calculated in accordance with the provision outlined in Division V of Part III of the *Canada Labour Code*.

- (b) The provision of the *Canada Labour Code* will apply to all part-time employees with respect to General Holiday Entitlement.

Employees who shall be required to work a shift which commences at any time during a General Holiday or on a shift which carries over into a General Holiday shall, in addition to their regular holiday credit, receive time and one-half their regular hourly wage rates for all hours on the General Holiday.

If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday or a day's pay, whichever the employee chooses. Should an employee choose a day off in lieu of the holiday, such day off shall be taken within ninety (90) days following the holiday. The provisions of Article 31.01 (b) shall apply with respect to the number of employees allowed off between December 15th and January 15th.

If during the life of this Agreement, the Federal Government declares or proclaims any other day than those listed herein as a Holiday, then employees shall receive said day off with pay as set out herein.

- (c) For employees who work on a General Holiday, they shall be paid in addition to their regular rate of wages for that day, at a rate equal to one and one-half (1 ½) times their regular rate of wages for the time that the employees works on that day.

ARTICLE 32 - SICK LEAVE BENEFITS

- 32.01** (a) Full-time employees with five (5) or more years of service shall be eligible for six (6) sick days per year commencing January 1st of each year. All other full-time employees shall be eligible for five (5) sick days per year.

All paid sick leave shall be considered as time worked for the purposes of the hours of work guarantee for full-time employees and for calculating weekly overtime.

- (b) Full-time employees shall be eligible for sick leave with pay when absent from work because of a bona fide illness or accident up to the amount remaining in their sick leave bank. Payment will commence from the first day of any individual illness.
- (c) For the purpose of this Section, full pay shall mean pay calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the disability not occurred.

Sick leave benefits shall apply to bona fide cases of sickness and accidents of an employee on his or her scheduled work days or for personal days. Reasonable proof of illness including a Doctor's Certificate may be required by the Employer.

An employee who needs to use his or her or her sick days' full complement would have to reimburse the amount used but not earned at the time of termination. The amount recaptured would be at the rate of four (4) hours per month.

The Employer shall pay the costs of any medical documentation required by the Company.

ARTICLE 33 - HEALTH AND WELFARE

33.01 The Employer shall pay the full cost to a group benefit plan, which is outlined below and covered in greater detail in the benefit plan booklet and outlined in the Master Plan Policy document which is available to the Union upon request.

A brief description of the benefit plan is attached to and forming part of this Collective Agreement and is currently Plan No. 71877-05 (discuss if this changes as a result of the foregoing improvements).

The Health and Welfare coverage presently in place will remain for the life of this Agreement, and no lesser amounts, or coverage or benefits will be implemented. The cost of the group insurance plan shall be borne by the Employer, except where specified to the contrary in the plan, and shall provide benefits in the following amounts:

➤ **Effective January 1, 2012:**

Prescription Drug Card

100%

Full-time employees shall be given a drug card within 30 days after the submission of the completed Benefit Application form.

Dispensing fee - \$7.00 cap

Weekly Indemnity As per current coverage.

➤ **Effective January 1, 2013:**

Group Term Life Insurance Increase from \$25,000 to \$45,000

Dependent Life Insurance Increase from \$5,000 to \$10,000 for Spouse

Increase from \$1,000 to \$2,000 per child

Accidental Death and Dismemberment Increase from \$25,000 to \$45,000

Long Term Disability Plan Plan pays 67% of basic monthly earnings to a maximum of \$1500.

Benefits shall be paid for 36 months.

Vision Care Increase from \$100/12 months to \$300 every 24 months (\$300 every 12 months for children under 18) for eyeglass frames, lenses, bifocals (prescribed), contact lenses and eye exams to a maximum of \$80.00.

This amount can be used to offset the cost of laser eye surgery.

Dental Plan Increase basic coverage from 80%/\$1000/max to 100%/\$1100 max

Current Dental Fee Guide.

Paramedical Services Increase from \$500 to \$1000 max

per family for all services, subject to R&C limits. Services include physiotherapy, speech, chiropractic, massage therapist, psychologist, naturopath, and osteopath.

Surviving Spouse and Dependants

Introduce new coverage - Covered for a maximum period of 24 months after the death of the member.

33.02 The Employer shall continue for the term of this Agreement to pay monthly instalments to the British Columbia Medical Services Plan (MSP) on behalf of full-time employees covered by this Agreement and any increases to maintain this coverage at no charge to the full-time employees. In the event the British Columbia Medical Services Plan (MSP) shall be discontinued by the Provincial Government, the Employer shall insure that appropriate corresponding insurance coverage is provided by the Employer's Insurance Plan.

33.03 The Employer shall retain twelve twelfths (12/12) of the EI premium reduction.

33.04 (a) The maximum amount of benefits under this plan shall be 1 million dollars, lifetime, per member.

(b) The Company shall pay for any medical documentation requested or required by the company.

(c) All benefits shall cover same-sex partners.

(d) Children shall be covered as dependents from the moment of birth.

(e) Benefits shall continue upon layoff for six (6) months following the month of layoff.

(f) The Employer shall not be entitled to any medical information of an employee, except where required by law or permitted by legislation.

33.05 Motor Vehicle Required Medical Examination

In addition to the Employer's required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with

air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

33.06 Dispute Resolution

- (a) If following an Employer requested medical examination, any employee is deemed by the Employer or Insurance company, based on the medical results and physician recommendations, to be physically incapable of carrying out his/her regularly assigned duties, the employee shall be reclassified subject to Article 5.
- (b) Should the employee disagree with the employer's decision the following procedure shall be followed:

Union Review of Medical Findings

- 1. The Employer shall notify the Union of the medical findings with respect to the employee. Should the Union or the employee disagree with said findings, the employee, at his/her own expense, shall have the right to be examined by his/her personal physician.

Consultant Appointment

- 2. Where there is no agreement between the Employer-appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.

Consultant Findings

- 3. The findings of the consultant shall be final and binding upon all parties.

Cost of Consultant

- 4. The remuneration of the consultant shall be borne by the Employer.
- 5. In the case where an arbitrator directs that a medical consultant(s) be engaged, the remuneration of the consultant(s) will be as per the direction of the arbitrator.

Employee Assistance Program

Major Medical - Plan pays 100% of covered expenses

Major Medical - Home Nursing Care

Major Medical - Convalescent Hospital

Major Medical - Spinal braces
Major Medical - Wigs For Cancer Patients
Major Medical - Orthopedic Shoes
Major Medical – Orthotics
Major Medical - Custom Compression Hose
Major Medical - Obus Forme
Major Medical - Surgical Brassiers
Major Medical - External Breast Prostheses
Major Medical - In Province Ambulance
Major Medical - Drugs Used to Treat Erectile Dysfunction
Major Medical - Contact Lenses Following Cataract Surgery
Major Medical - Hearing Aid's
Major Medical - Out-of-Province and Out-of-Country coverage
Paramedical Services Chiropractor
Paramedical Services Massage Therapist
Paramedical Services Podiatrist
Paramedical Services Naturopath
Paramedical Services Osteopath
Paramedical Services Psychologist
Paramedical Services Physiotherapist
Paramedical Services Occupational therapist
Paramedical Services Speech Therapist

- (c) The Employer agrees to be responsible for the cost of providing benefits under the Plan, including any increases necessary to maintain the level of benefits during the term of this Agreement. The Employer agrees to pay for any increases in BC Medical over the term of this Agreement.
- (d) The Employer shall continue to pay the BC Medical premiums for all full-time employees.
- (e) The Employer shall continue to provide benefits in accordance with the provision herein on behalf of employees who are absent from work due to an illness or accident on a leave authorized by this Agreement for a period of fifty-two (52) weeks. For employees who become laid off, the Employer shall continue to provide benefits under the Plan for a period of six (6) months following the month in which the employee was laid off.
- (f) The Employer shall retain twelve twelfths (12/12) of the EI premium reduction in return for negotiated increased plan benefits.

ARTICLE 34 – LETTERS OF UNDERSTANDING

34.01 Attached to and forming part of this Collective Agreement are all Letters of Understandings, Appendixes, Schedule 'A' – Wages and these shall be subjected to the grievance and arbitration procedure.

ARTICLE 35 – LABOUR MANAGEMENT MEETINGS

35.01 Labour Management meetings between management and the Union will be held to discuss issues of mutual interest. It is understood that these committees will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee. These meetings will be scheduled by mutual agreement and shall be held at least every four (4) months. The Unit Chairperson from each branch shall attend on paid time at applicable rates.

ARTICLE 36 – WORKPLACE HARASSMENT

36.01 The Employer and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,

- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Unwelcome invitations or requests,
- Condescension or paternalism which undermines self respect, or
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

36.02 Harassment Is Not

Harassment is in no way to be construed as properly discharged management responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

36.03 Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their manager or others. The incident should be brought to the attention of your manager and/or committee person.

36.04 Investigation

Upon receipt of the complaint, the Manager/Committeeperson contacted will immediately inform their Union or Employer counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Department and the Branch Chairperson.

The Branch Chairperson and the Human Resource Representative will then determine if the complaint requires a Joint Anti-Harassment Committee special investigative team comprised of two (2) Management representatives and two (2) Union representative appointed by the Employer and the Union respectively within sixty (60) days of ratification of this Agreement.. All members of this Joint Committee will receive the CAW Workplace Harassment Investigation Training for three (3) days on paid time. The full Joint Committee will establish a procedure for expediting such investigations. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

36.05 Resolution

The JIC will attempt to within (10) days and ensure the resolution is fair and consistent.

36.06 Right to Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. The Brink's Workplace Harassment Policy is posted in all Branches and Complaint forms are available from a Manager or a Committee person. Any overview of the Brink's Harassment Policy is also outlined in the Employee Handbook. However, it is agreed, in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for the employee(s) concerned to change job positions, after discussion with a Supervisor and JIC.

36.07 Oversight

In addition to the above, the parties will meet at least once per year to discuss harassment incidents that year, root causes of the incidents and steps taken to resolve the issues. In addition, the meeting will discuss current efforts to improve harassment awareness in the workplace as well as current legislative and other trends that may be relevant to preventing future incidents.

A Joint Harassment Training Program will be mandatory for all bargaining unit employees and will be paid for at the employee's straight time, regular wage rate, during off shift periods. The training will be for one half-day and be concluded by September 1st, 2012. All new employees will receive Joint Anti-Harassment training on the same basis.

ARTICLE 37 – CONTRACTING OUT- IN

37.01 Work normally performed by bargaining unit employees will not be performed by outside contractors, if the Company has the manpower, skills, equipment and facilities to do such work and the work can be done in a timely and cost effective manner.

ARTICLE 38 – SUPPLEMENTAL WORKER'S COMPENSATION

38.01 Any employee who shall sustain injuries resulting from felonious attack which are compensable under the Worker's Compensation Act shall be paid by the Employer as follows:

Commencing on the first scheduled working day of absence and continuing through the tenth (10th) scheduled working day of absence, said employee shall be paid their full earnings based on their guaranteed work week, less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. Payments by the Employer shall be based on one-fifth (1/5th) of the employee's guaranteed work week for each day of absence on their scheduled day of work; such payments shall not be made for Sunday and the employee's scheduled day off. In the event any such employee shall be absent as a result of such injuries in excess of their ten (10) scheduled working days, then such employee shall, after the tenth (10th) day of absence, be paid seventy five percent (75%) of their earnings for the guaranteed work week less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. The payments described herein shall be made for a maximum overall period of twenty six (26) weeks or until they return to work, whichever occurs first.

38.02 In the event an employee shall be injured on the job and unable to continue work, they shall be paid for their scheduled hours for that day.

ARTICLE 39 - DURATION OF AGREEMENT

39.01 (a) This Agreement shall be in full force and effect from January 16th, 2011 to January 15th, 2014, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, by written notice to the other party, require the other party to commence collective bargaining


with a view to a conclusion of renewal of a Collective Agreement or a new Collective Agreement.

- (b) The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Armoured Car Industry and of the Employer at all times while this Collective Agreement is in force.
- (c) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.


Signed in New Westminster, BC, on this 19th day of June, 2012.


FOR THE COMPANY

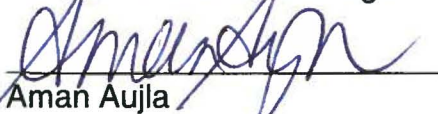

Paul Murray
Director of Employee Relations


Tim Seward
Area Manager (Langley/Interior)


Darrin Reid
Area Manager (Vancouver/Island)


Ray Kingsbury
General Manager, Central Canada

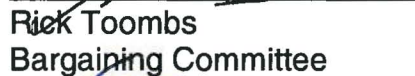

Rudy Hernadi
Vancouver Branch Manager


Aman Aujla
Langley Branch Manager


FOR THE UNION


Maurice Mills
Bargaining Committee


Gary Mihic
Bargaining Committee


Rick Toombs
Bargaining Committee


Keith Broad
Bargaining Committee

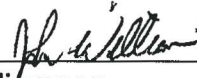

Diamen Golob
Bargaining Committee


Peter Wendel
Bargaining Committee



Pamela Plosz
Kelowna Branch Manager

Melissa Cartner
Victoria Branch Manager



John Williamson
Bargaining Committee



Keith Mogensen
Bargaining Committee



Gord McGrath
President, CAW Local 114



Gavin McGarrigle
National Representative

APPENDIX A - WAGE SCHEDULE AND EFFECTIVE DATES

	Current	Ratification	Jan 2012	Jan 2013
<u>Vancouver/Victoria/Langley Full-Time</u>				
Assistant Cashier	\$20.10	\$21.00	\$21.70	\$22.40
Messenger	\$20.10	\$21.00	\$21.70	\$22.40
Driver	\$19.56	\$20.46	\$21.16	\$21.86
Guard	\$19.56	\$20.46	\$21.16	\$21.86
Turret Guard	\$16.15	\$17.05	\$17.75	\$18.45
Senior ATM Tech	\$20.10	\$21.00	\$21.70	\$22.40
ATM Tech A	\$19.56	\$20.46	\$21.16	\$21.86
ATM Tech B	\$19.56	\$20.46	\$21.16	\$21.86
Moneyroom Clerk	\$14.42	\$15.52	\$16.42	\$17.32
<u>Vancouver/Victoria/Langley Part-Time</u>				
Assistant Cashier	\$14.92	\$15.82	\$16.52	\$17.22
Messenger	\$14.48	\$15.38	\$16.08	\$16.78
Driver	\$13.81	\$14.71	\$15.41	\$16.11
Guard	\$13.42	\$14.32	\$15.02	\$15.72
Turret Guard	\$11.87	\$12.77	\$13.47	\$14.17
ATM Tech C	\$15.14	\$16.04	\$16.74	\$17.44
Moneyroom Clerk	\$11.96	\$13.06	\$13.96	\$14.86
<u>Kelowna Full Time</u>				
Assistant Cashier	\$17.87	\$18.97	\$19.87	\$20.77
Messenger	\$17.87	\$18.97	\$19.87	\$20.77
Driver	\$17.06	\$18.16	\$19.06	\$19.96
Guard	\$17.06	\$18.16	\$19.06	\$19.96
Turret Guard	\$15.01	\$16.11	\$17.01	\$17.91
Senior ATM Tech	\$17.87	\$18.97	\$19.87	\$20.77
ATM Tech A	\$17.06	\$18.16	\$19.06	\$19.96
ATM Tech B	\$17.06	\$18.16	\$19.06	\$19.96
Moneyroom Clerk	\$13.29	\$14.59	\$15.69	\$16.79

	Current	Ratification	Jan 2012	Jan 2013
<u>Kelowna Part-Time</u>				
Assistant Cashier	\$14.16	\$15.26	\$16.16	\$17.06
Messenger	\$13.74	\$14.84	\$15.74	\$16.64
Driver	\$13.74	\$14.84	\$15.74	\$16.64
Guard	\$13.74	\$14.84	\$15.74	\$16.64
Turret Guard	\$12.15	\$13.25	\$14.15	\$15.05
ATM Tech C	\$13.99	\$15.09	\$15.99	\$16.89
Moneyroom Clerk	\$10.89	\$12.19	\$13.29	\$14.39
<u>Prince George Full-Time</u>				
Senior ATM Tech	\$17.87	\$18.97	\$19.87	\$20.77
ATM Tech A	\$17.06	\$18.16	\$19.06	\$19.96
ATM Tech B	\$17.06	\$18.16	\$19.06	\$19.96
<u>Prince George Part-Time</u>				
ATM Tech C	\$13.99	\$15.09	\$15.99	\$16.89
<u>Nanaimo Full-Time</u>				
Senior ATM Tech	\$17.87	\$18.97	\$19.87	\$20.77
ATM Tech A	\$17.06	\$18.16	\$19.06	\$19.96
ATM Tech B	\$17.06	\$18.16	\$19.06	\$19.96
<u>Nanaimo Part-Time</u>				
ATM Tech C	\$13.99	\$15.09	\$15.99	\$16.89

LETTER OF UNDERSTANDING #1

BETWEEN

BRINKS CANADA LTD.

AND

CAW CANADA, LOCAL 114

Re: Crew Rates In Nanaimo, Prince George And Victoria

For the term of the 2011 to 2014 collective agreement, all crew members in Nanaimo and Prince George, where there is only one seniority list, will be paid at the Senior ATM Tech wage rate.

In Kelowna, where there are two divisions, the ATM division employees will all be paid at the Senior ATM Tech wage rate. ATM employees will continue to be scheduled on the various positions, on a rotation basis as per current practice.

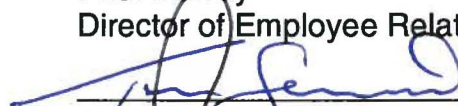
In Victoria, all crew members in the back of the vehicle will continue to be paid either the armoured Messenger or Senior ATM Tech rate.

Signed in New Westminster, BC, on this 19th day of June, 2012.

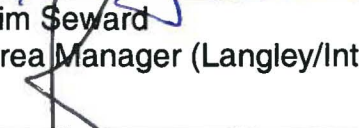
FOR THE COMPANY



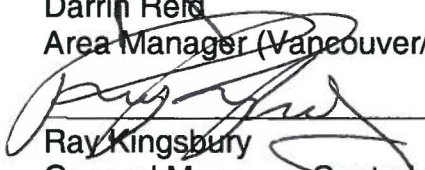
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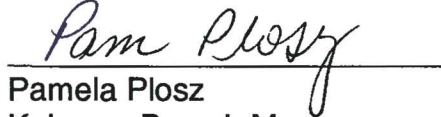
Keith Broad
Bargaining Committee



Rudy Hernadi
Vancouver Branch Manager

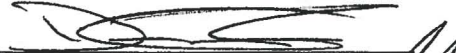


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