



COLLECTIVE AGREEMENT

between

BRINK'S CANADA LTD.

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

(Effective: June 26, 2018 to June 25, 2022)

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ST. JOHN'S, NEWFOUNDLAND COLLECTIVE AGREEMENT This Agreement dated this 26th day of June, 2018.

BETWEEN

BRINK'S CANADA LIMITED
(Party of the first part)
(Hereinafter referred to as "Employer")

- and -

NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES
(Party of the second part)
(Hereinafter referred to as "Union")

WITNESSETH

Whereas it is the desire of the Union and the Employer to enter into an agreement governing the wages, hours of work and general working conditions of all employees in the classifications listed below; for the purpose of contributing to an orderly and constructive relationship between the parties in the interests of the well-being of the employees and the efficient and economic operation of the Company;

Now, therefore, in consideration of the promised and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - BARGAINING UNIT - PROBATIONARY PERIOD

- 1.01 The Union is hereby designated as the sole and exclusive collective bargaining agent for any and all employees who, during the term of this Agreement, work for the Employer in the classifications of Messengers, Drivers, Guards, Crew Chiefs, ATM Technicians, Chief Money Room Clerk, Money Room Clerk, Assistant Cashier, and Vault Clerk at its Branch Office at Glencoe Drive, Donovan's Industrial Park, Mount Pearl, Newfoundland.
- 1.02 All full time employees and those part-time employees who work in any of the classifications listed in Clause 2:01 shall become members of the Union upon hire. All

such employees shall maintain their membership in good standing for the term of this Agreement. Nothing herein contained shall be construed to prevent excluded employees from performing bargaining unit work in case of emergencies or when no bargaining unit employees are available to perform such work on a timely basis.

- 1.03 Every new employee shall serve a six (6) month probationary period during which he may be dismissed for incompetence or unsuitability without recourse to the grievance procedure. However, should a probationary employee allege a violation of the Collective Agreement, for any other reason, other than incompetence or unsuitability, he may invoke the grievance procedure as laid down in this Article.
- 1.04 No separate oral or written agreements shall be entered into with any individual members of the Union that are inconsistent with this Agreement.
- 1.05 This Agreement shall be gender neutral.

ARTICLE 2 - WAGE RATES AND CLASSIFICATIONS

- 2.01 (a) Effective on the dates hereinafter set forth, the regularly hourly wage rates for employees in the various classifications shall be as follows:

Job Code	EMPLOYEE DESIGNATION	June 26, 2018	June 26, 2019	June 26, 2020	June 26, 2021
FULL TIME EMPLOYEES					
201	Messenger Crew Chief	\$ 21.24	\$ 21.64	\$ 22.14	\$ 22.74
215	Guard Technician	\$ 20.69	\$ 21.09	\$ 21.59	\$ 22.19
207	Driver	\$ 20.69	\$ 21.09	\$ 21.59	\$ 22.19
349	Assistant Cashier	\$ 20.34	\$ 20.74	\$ 21.24	\$ 21.84
365	Chief Money Room Clerk	\$ 20.21	\$ 20.61	\$ 21.11	\$ 21.71
369	Money Room Clerk	\$ 17.66	\$ 18.06	\$ 18.56	\$ 19.16
PART-TIME EMPLOYEES					
350	PT Assistant Cashier	\$ 20.18	\$ 20.58	\$ 21.08	\$ 21.68
204	PT Messenger/Crew Chief	\$ 20.04	\$ 20.44	\$ 20.94	\$ 21.54
218	PT Guard Technician	\$ 19.49	\$ 19.89	\$ 20.39	\$ 20.99
210	PT Driver	\$ 18.28	\$ 18.68	\$ 19.18	\$ 19.78
318	PT Vault Clerk	\$ 17.51	\$ 17.91	\$ 18.41	\$ 19.01
370	PT Money Room Clerk A	\$ 17.51	\$ 17.91	\$ 18.41	\$ 19.01
366	Chief Money Room Clerk	\$ 20.07	\$ 20.47	\$ 20.97	\$ 21.57

- (b) Any employee assigned to work in a higher classification shall receive the hourly rates applying to the higher classification for all hours actually worked in such higher

classification.

2.02 An employee shall suffer no reduction in his/her hourly rate by reason of his/her being assigned to work in a lower classification.

2.03 (a) There shall be no pyramiding of premium rates of pay.

(b) Pay for time worked only shall be calculated using the 100-increment hour.

2.04 The absence of a full time employee from work for any reason, of an expected duration of more than **twenty (20)** working days will trigger the following:

That employer agrees to the replacement of such employee by any full-time employee, by seniority, provided that said employee has the competence and qualifications to perform all the duties of the function he or she will be moving into. The Company will maintain its current practice of filling full time vacancies with part-time employees on a case by case basis.

This movement of manpower will be limited to a maximum of three (3) bumps.

Employees assigned will be given a short **refresher** period not to exceed five working days to demonstrate that they have the ability and qualifications to perform satisfactorily the duties of the function.

At this time management will inform the employees affected of the continuation of the assignment or will inform the employee that he or she must return to his or her previous assignment.

The employee's wages shall be determined by the classification of the position they assume, not by the wage rate of the employee they replace.

2.05 The Employer agrees to provide a Safety Footwear Allowance by reimbursing full-time and part-time employees up to **one hundred and fifty dollars (\$150.00)** every two (2) years. The employee must submit a receipt in order to be reimbursed. The Safety Footwear, must be black and CSA approved, with steel toes and in compliance with the Brink's Uniform and Appearance Policy.

2.06 A night-shift hourly premium will be paid to any shift that commences between 4:00PM and 4:00AM. The premium will be as follows: 75 cents; **effective June 26, 2021 – one dollar (\$1.00)**; and be payable for the duration of the shift.

- 2.07 All-Off Crew members will be paid one-dollar (\$1.00) premium/hour worked on All-Off Runs.**

ARTICLE 3 - HOURS OF WORK

- 3.01 (a) The above scales of wages shall apply to the first forty (40) hours of work in any week. Those hours worked in excess of forty (40) shall be considered as overtime and shall be paid, therefore, at the rate of one and one-half (1 1/2) times the regular hourly wage set forth above. This is except where the hours of work are averaged to forty (40) over a period of two (2) weeks and overtime at one and one-half (1 1/2) times the regular hourly wage set forth above will be paid after eighty (80) hours in a two (2) week period.
- (b) Full-time employees shall have the option of working any overtime in one division, on a divisional seniority basis, once all part-time employees have worked (40) forty hours of work in any week. Such full-time employee will have the competence to perform the duties of the function where overtime has become necessary.
- (c) Sunday, holiday and "on call" work shall be treated as part of the work schedule
- 3.02 All full time employees shall be guaranteed **eighty (80)** hours of work **bi-weekly** or the equivalent thereof in pay. The Employer shall be privileged but not obligated to work employees in excess of the number of hours guaranteed **bi-weekly** or on their days of rest. The Employer shall schedule regular full time employees so that their **bi-weekly** guarantee of hours is satisfied within five (5) or less days **each week**, provided such assignment does not affect the Employer's service to its customers or increase the cost of operation.
- 3.03 (a) All employees who work shall receive a minimum guarantee of three (3) hours of work or the equivalent thereof in pay.
- (b) All employees who work on a holiday shall receive a minimum of four (4) hours pay at time and a half.
- 3.04 **Where a state of emergency or severe weather as declared by Federal, Provincial or Local Government Authority forces the closing of the operation or the cancellation of runs, all employees affected shall be offered, in order of seniority in the same week or pay period if possible, the equivalent hours of work lost due to the inability to operate**

so they may make up their eighty (80) hours guaranteed provided the operation is able to function and such work is available. If such work is not available employees will be topped up to their bi-weekly guarantee. Employees who do not want to avail of this benefit shall have their weekly pay adjusted accordingly.

3.05 The employer agrees to pay "on call" employees, **one dollar and seventy-five cents (\$1.75)** per hour for each week day shift and **two dollars (\$2.00)** per hour for each weekend shift. Weekday shifts are Monday to Friday and weekend shifts are Saturday and Sunday, except when Monday is a Statutory Holiday, when it will be considered part of the weekend. Shifts are 6:00 a.m. to 15:00 p.m. and 15:00 p.m. to 24:00 a.m. Employees who are called into work will be paid the "on call" premium for their entire on call shift regardless of hours actually worked if called in.

3.06 (a) Part-time employees may be assigned to work in any classification to:

- complete the weekly work schedule after full time employees have been scheduled in accordance with the weekly guarantee;
- to replace employees absent or on vacations.

(b) **Part time** employees will have to be available for work a minimum of eight (8) days per month depending on the availability of scheduled hours and this shall include at least 2 full **Sundays per month or a Monday** (if a Statutory Holiday weekend). Start times may be "anytime".

Replacement of full time employees who are absent for a weekly block will only be offered to part-time employees who are available for the entire replacement block (i.e. vacations, long term illness/disability, sick leave etc.).

Once all available replacement blocks and part-time bid shifts have been filled. The Employer will equalize, to the best of its ability, the hours scheduled for part-time employees at 20-24 hours based on availability, and seniority.

All remaining shifts will be scheduled on a one shift per employee basis down the seniority list. This cycle will continue until the shifts available are scheduled. In the event it is required to fill a shift after the schedule is posted, the Employer will fill the shift by offering it to the most senior employee who provided availability. A part-time availability list will be posted and followed as a guide on an up to forty (40) hour basis. This is not a guarantee of hours.

Hours will only be re-assigned if there is a mistake in the schedule.

Part-time employees will be placed on the seniority list according to date of hire.

Part time employees **must** indicate availability before closing time on Tuesday by signing the list posted at the workplace.

Availability is considered twenty-four (24) hours per day when the employee signs the list, unless mutually agreed between the employer and the Union.

Once **scheduled, the employee** will be expected to complete the full block **or assigned shifts**.

- (c) If an employee (part-time) is unavailable for work for a thirty (30) day period, or fails to meet the criteria outlined in (b) above, they will be contacted by Management (by registered mail to their last known address) and informed that he has ten (10) days to make himself available for work and if he does not, he shall lose his/her seniority and drop to the bottom of the seniority list. The Company will provide the Union with a copy of said registered letter. This will be the case whether the employee is in contact with the Company to indicate his unavailability or is not in contact with the Company.

3:07 Modified Work Schedule Application

The parties agree to the establishment and implementation of a Modified Work Schedule within the scope of Section 170 of the Canada Labour Code.

The Modified Work Schedule shall be applicable to all regular full time employees and part-time employees who work a full forty (40) hour block.

Full time employees assigned to a Modified Work Schedule shall be paid one and one-half (1 1/2) times the regular hourly wage rate for the hours worked in excess of forty (40) hours per week in the classifications to which they are assigned on such work. This is except where the hours of work are averaged to forty (40) hours per week over a period of two (2) weeks and overtime is paid after eighty (80) hours in a two (2) week period.

Vacation

Vacation weeks are based on a forty (40) hour work week (five (5) weeks - two hundred (200) hours; four (4) weeks - one hundred and sixty (160) hours; three (3) weeks - one

hundred and twenty (120) hours; two (2) weeks - eighty (80) hours; one (1) week - forty (40) hours)).

Single vacation days reduce the vacation allotment by the hours taken on each vacation day.

Discipline

A week is based on forty (40) hours and a day is based on eight (8) hours.

If an employee is suspended for a day and his shift is more than eight (8) hours, the employee will be given the option of making up the hours in excess of eight (8) on another day in the week of suspension.

Personal Holiday

Regular full time employees shall be granted a personal holiday at their regular hourly rate consistent with their regularly scheduled assignment. If the personal holiday is twelve (12) hours long, the employee gets paid twelve (12) hours holiday.

Employees must request their personal holiday, two (2) weeks in advance, which permits the scheduling to take place and subject to management approval and operational consideration.

Statutory Holidays

Holiday on a Day Off:

If the employee's day off occurs on a holiday, the employee will be given the next scheduled day of work as a paid day off in lieu of the holiday, equivalent to the number of hours they were normally scheduled to work.

The work week is reduced by the number of hours the employee is paid in holiday pay.

Holiday on a Working Day

Employees are paid holiday pay for the number of hours they are normally scheduled to work on that day.

The work week is reduced by this number of hours.

Employees will observe the statutory holidays in the following manner:

Any shift commencing on or after 3:00 P.M. shall observe the statutory holiday on the day preceding the statutory holiday and this day shall be deemed the statutory holiday.

ARTICLE 4 - SUNDAY, HOLIDAY WORK AND WORK ON DAY OF REST

4.01 The following days or such days as may be observed in lieu thereof shall be designated as holidays under the terms of this Agreement for all employees:

New Year's Day
Good Friday
Victoria Day
Canada Day
Regatta Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

4.02 In addition to the designated holidays described in Clause 4.01 above, one (1) personal holiday shall be added to the list of designated holidays. Such holiday shall be taken by mutual agreement between the employee and the Employer with the employee giving a minimum of two (2) weeks' notification of his/her intent to schedule said holiday.

4.03 Part-time employees will be paid as per the Federal Code.

4.04 (a) Any employee required to work on any of the above designated holidays with the exception of Christmas Day or New Year's Day shall be paid at one and one-half (1 1/2) times the regular hourly rate applicable to the classification in which he/she is assigned on such holiday in addition to the holiday credit and such employee shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each such call to work. Any employee required to work on Christmas Day or New Year's Day shall be paid at two (2) times the regular hourly rate applicable to the classification in which he/she is assigned on such day and such employee shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week. With mutual agreement, the employee has the option to receive time or payment for such work.

(b) When it shall be necessary to assign regular full time employees to work on their scheduled day off, assignments to such work shall be rotated on order of seniority among the regular full time employees who are scheduled off on those days and who have signed the appropriate availability to work list and who are available and qualified to perform the work assignment and who possess the appropriate access capability. The Employer shall be privileged but not obligated to work full time employees on their scheduled day off. In the event an insufficient number of employees accept such assignments, the Employer reserves the right to assign the least senior full-time employees qualified to perform the required work.

Any employee who shall be unavailable or who requests off an assignment referenced above shall be treated as having accepted the assignment for the purposes of overtime rotation.

4.05 During those weeks in which holidays occur, runs and assignments may be adjusted to accommodate necessary changes of operation. Holidays are as defined in Article 4.01 of the Collective Agreement. The employee's entitlement under Article 4 shall not be affected.

4.06 When it shall be necessary to assign full-time employees to work on their scheduled day of rest or on holidays or Sundays, assignments to such work shall be rotated in order of seniority among those employees scheduled off on those days who have signed the appropriate availability-to-work list and who are qualified to perform the required work assignment.

In the event an insufficient number of employees accept such assignments, the Employer reserves the right to assign the least senior employees qualified to perform the required work.

Any employee who shall be unavailable or who requests off an assignment referenced above shall be treated and counted as though they had actually worked the assignment.

ARTICLE 5 -VACATIONS

5.01 **The Employer will grandfather existing full-time employees at their current vacation entitlement. Additionally, Fergus Linehan will be grandfathered such that his vacation entitlement will be based on his date of hire with the Employer. Going forward, triggers for additional vacation entitlement will be based on the Employer's interpretation of**

'as such' - as full time employee.

All full time employees who have completed one (1) full year but less than five (5) years of service as such during the previous calendar year, January 1st through December 31st shall be granted a vacation of two (2) weeks with pay. Full time employees who have completed five (5) years but less than eleven (11) years of service as such during the previous calendar year shall be granted a vacation of three (3) weeks with pay. Full time employees who have completed eleven (11) years but less than eighteen (18) years of service as such during the previous calendar year shall be granted a vacation of four (4) weeks with pay. Full time employees who have completed eighteen (18) years or more of service as such during the previous calendar year shall be granted a vacation of five (5) weeks with pay. **For clarity, "as such" means "as a full-time employee".**

Employees who are involuntarily laid off or reduced to part-time status as a result of a reduction of work shall, upon resumption of a full-time status be granted vacation time and pay in accordance with this Article as if they had never lost full-time status, providing the employee resumes full time employment at the first opportunity

Employees who are reduced from full time status will be paid out accrued not utilized vacation pay at the time of the reduction.

- 5.02 (a) Vacation pay for full time employees shall be computed on the basis of four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the employee's total earnings during the previous calendar year for employees entitled to two (2), three (3), four (4) or five (5) weeks' vacation respectively, as the case may be.
- (b) Vacation pay for part-time employees shall be computed on the basis of four percent (4%) **of the employee's total earnings during the previous calendar year unless the employee is entitled to three weeks' vacation pursuant to the Canada Labour Code then vacation pay will be computed on the basis of six percent (6%).**
- 5.03 If a designated holiday occurs during an employee's paid vacation period, he/she shall be granted one (1) additional day of vacation or he/she shall be granted one (1) additional day's pay computed on the basis of eight (8) hours at straight time rates for full-time and the appropriate percentage, pro-rated for part-time employees at straight time rates.
- 5.04 The vacation period shall be January 1st to December 15th. Vacations must be taken during the vacation period. Employees may not receive pay in lieu of vacation unless mutually agreed to between the employee, Employer and the Union.

- 5.05 The Employer and the Union agree to meet prior to December 1st of the previous year to set the guidelines for vacation bidding for the upcoming vacation bid. The vacation period shall be posted from January 1st to December 15th and all vacation bids shall be posted immediately upon approval. Employees will have forty-eight (48) hours to select their respective vacations in order of their seniority within the bargaining unit, commencing on or about February 15th. All vacations must be selected by no later than March 31st. Provided operations permit it, a maximum of two (2) employees within the bargaining unit will be allowed off at the same time. Employees will be permitted to pick two weeks at a time, or three weeks if leaving the Province. However, the Employer reserves the right to change the vacation date of employees and to determine the maximum number of employees who may be on vacation during any week due to the fact that other employees are absent due to sickness, compensation, etc. Except as provided above, employee's vacation day may only be changed by mutual consent of the Employer and the employee. Employees shall receive their vacation pay on the pay date immediately prior to the date on which their vacation is scheduled to begin.
- 5.06 In the event an employee shall complete less than one (1) full year of continuous service as such during the previous calendar year, he/she shall be granted a prorated vacation with pay during the current calendar year up to a maximum of two (2) weeks. Pay for such vacation shall be computed on the basis of four percent (4%) of his/her total earnings for the previous calendar year.
- 5.07 In the event the employment of a full time employee shall be terminated, he/she shall then be paid for all vacation he/she earned during the last full calendar year, but not taken, plus a pro-rated vacation pay computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of the employee's earnings during the current calendar year. Part-time employees will be paid as per the Canada Labour Code - Part III.

ARTICLE 6 - SENIORITY - NO NEW EMPLOYEES

- 6.01 (a) There shall be one (1) full-time seniority list and one (1) part-time seniority list.

Employees hired after ratification (May 11, 2018) to work in Cash Logistics will be placed on a separate full time or part-time Cash Logistics seniority list(s). This will not prevent the current employees (as of ratification) from performing Cash Logistics duties.

Seniority for full-time employees shall be determined by the date on which such

employees are hired or promoted from part-time to full-time.

Seniority for part-time employees shall be determined by the date of hire.

(b) Where more than one employee is promoted to full time status at the same time, the date of hire will be used to determine their respective seniority.

- 6.02 The Company recognizes the desirability of retaining employees with longer continuity of service and the Union recognizes that the Company must maintain an effective working force.

Seniority shall prevail with respect to layoff and re-employment after layoffs, irrespective of classifications, provided those employees maintained are qualified to meet the work requirements of the Employer.

A reasonable time, not to exceed thirty (30) **calendar days in the classification**, may be provided to the appropriate affected employee to **refresh** their ability to satisfactorily perform all of the work and duties required.

- 6.03 When a new job is created or a vacancy occurs within the bargaining unit, notice thereof shall be posted on the bulletin board for a minimum of two (2) weeks before the applicant is selected unless there are employees who in their respective working units are on layoff with recall rights **or displaced to part-time as a result of reduction of work**. Employees shall be selected to fill such vacancies in accordance with their overall seniority, ability, **and** qualifications for filling such vacancy, however, the Employer reserves the right to determine the ability and qualifications of employees considered for promotion.
- 6.04 The Employer may refuse promotion to an employee but upon request from the Union, must show *reasonable cause* for such refusal. The promotion of an employee to a higher classification shall be made subject to a trial period of thirty (30) days during which such trial period of an employee who fails to meet the requirements of the Employer shall be demoted to his/her former classification without loss of seniority. During said trial period, an employee may, at their request, return to their former classification without loss of seniority.
- 6.05 The Employer agrees to furnish the Union with a new and accurate seniority list at the start of each new year.
- 6.06 An employee who shall be transferred out of the bargaining unit hereby covered but who remains in the employ of the Employer in a different classification shall retain their

seniority rights in said bargaining unit including the right to return to their former classification for a period of six (6) months from the date of such transfer provided such employees maintain their membership in the Union in good standing. Thereafter, the employee shall lose all seniority rights under this Agreement.

- 6.07 No employee shall be required to work a split shift without being compensated for the minimum daily guarantee on each call.
- 6.08 Whenever forty (40) hours of work shall be available to a single part-time employee in his/her operating unit in excess of the regularly scheduled work than guaranteed to full time employees and exclusive of work in relief of employees absent or on vacation, emergencies, peak work, holiday work, and "on call" work, an additional employee shall be added to the list of full time employees. The parties further agree that while part time employees may be assigned to work in any classification in any work units, additional full time jobs will only be created where forty (40) hours are available for thirty (30) days or more to a single part-time employee in his/her operating unit.
- 6.09 Whenever forty (40) hours of work shall not be available to the junior full time employee on a regular basis exclusive of work performed in relief of employees absent or on vacation, emergencies, peak work; holiday work, split shifts, and "on call", the Employer reserves the right to reduce the junior full time employee to part-time status or the employee may elect layoff instead. If the employee elects layoff at this time, such layoff shall be final until recall to full time status. An employee may elect to return back to work on a part-time basis in his/her operating unit without any loss of seniority following a year on layoff Any full time employee who is reduced to part-time status as a result of a reduction in the Employer's work requirements shall receive preference to scheduled work assignments over all other part-time employees up to the weekly guarantee of hours in effect for full time employees provided such employee is senior to the other employees on layoff Any employee returning to work after a year lay-off or reduction to part-time status may supplement their hours in another operating unit, provided they do not interfere with scheduled weekly guaranteed hours from employee or employees who may already be in a reduced status in that unit **and provided the employee has the ability and qualifications.**
- 6.10 An employee shall lose their seniority rights as a result of any of the following:
- (a) they are discharged and not re-instated through the Grievance or Arbitration Procedures;
 - (b) they resign or quit;

- (c) they fail to report to work after a layoff within ten (10) days after being notified by registered mail;
- (d) they fail to report to work at the expiration of a leave of absence, except in the case of a bonafide emergency;
- (e) they are absent from work for three (3) days without notifying the Employer;
- (f) they are promoted and remain outside of the bargaining unit six (6) months or longer;
- (g) they are on layoff without recall for a period of twenty-four (24) months;
- (h) or they refuse to return to work, following a recall to full time status twice (except in the case of a bonafide emergency).

6.11 No New Full Time Employees

No new full time employees shall be hired until those on layoff status have been given an opportunity of recall, provided that those on layoff status are qualified to perform the work required.

6.12 The Employer will give notice of lay-off in accordance with Part III of the Canada Labour Code.

6.13 (a) In the event of a loss of work that may cause an employee or employees to be reduced to part-time or layoff status, overall seniority shall be the governing factor.

ARTICLE 7 - UNIFORMS

7.01 The Employer shall furnish and pay for uniforms. 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 the shirts, shall be replaced on a one for one exchange basis as required. The Employer shall direct the appropriate code of uniform dress as per the company Uniform Policy.

7.02 Should appropriate all season materials and/or design be available to reduce uniform requirements and costs, discussions will take place concerning the introduction of the new uniforms.

7.03 Bullet Resistant Vests

The Employer shall reimburse employees for fifty percent (50%) of the cost of a new approved bullet-resistant vest to a maximum of: five hundred dollars (\$500); for all employees that work on the road. A list of approved vests appears in N.I.J. standard 0101.06 Part-time employees will be entitled to the same benefit providing they remain at the employ of Brink's for a twelve (12) month period from the date of purchase. Vests are encouraged to be worn at all times. The Employer shall have no liability as a consequence of vest failure, as the vest is to be purchased and utilized at the sole discretion of the employee.

It is agreed that an employee must reimburse the Company-paid portion of the vest if the employee leaves the employ of the Company within one (1) year of the purchase of the new vest. The Company further agrees to payroll deduction of fifty dollars (\$50) per month or twenty-five dollars (\$25) per pay until the full value of the employee's portion is paid.

At the request of the employee, vests shall be replaced upon expiration of the manufacturer's warranty. All vests purchased must have a minimum five (5) year warranty. Upon issue of a new vest, the employee shall turn in the existing old vest for proper disposal by the Company.

Employees assigned to work All-Off will be provided with bullet resistant vest at no cost including, the two (2) employees identified in the correspondence dated May 8, 2018.

ARTICLE 8 -CHECKOFF

8.01 The Employer shall, subject to Article 1 of this Agreement, deduct from the wages of all members of the bargaining unit and remit to the Association on a monthly basis the amount of membership dues and local fees of the Association.

8.02 The Association shall inform the Employer in writing of all authorized deductions to be made.

8.03 The Employer shall forward said dues to the Association, accompanied with the following information:

(a) the employee's name from whom deductions have been made;

(b) their classification;

(c) any changes from previous list, e.g. changes in employee status (promoted, demoted, layoff, resignation, etc.).

- 8.04 If the above check-off does not conform with Provincial or Federal laws, the Association shall indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in making deductions herein provided for.

ARTICLE 9 - SHOP STEWARDS

9.01 The Employer acknowledges the right of the Union to elect or appoint a **maximum of three (3) Shop Stewards, one of which will be the President of the Local Executive**. The Union may elect one (1) auxiliary Steward to fulfill the duties of the regular Steward only during his/her absence. The Steward may call for a Union representative by appointment if he/she so requires.

9.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him.

9.03 It is agreed the Steward's duties shall, in no way, conflict with the duties of the Employer and they shall be held responsible for the same quality and quantity of work as other employees.

It is further agreed that a Shop Steward shall not absent himself from his/her work location for any reason without first obtaining permission from an authorized management representative. Such permission shall not be unreasonably withheld.

9.04 Shop Stewards shall suffer no loss of regular pay for time spent attending meetings with management representatives on Company premises.

9.05 In the event the Steward or any other employee shall be duly elected or appointed by the Union to attend a Labour Convention, or serve in any capacity on other official Union business, they shall be given the reasonable or necessary time off without pay and without discrimination to attend such Union matters provided that absence on such business shall not interfere with the Employer's work requirements. The Union shall give the Employer notice **as far in advance as possible but at least one week in advance** of the requested time off.

ARTICLE 10 - GENERAL CONDITIONS OF EMPLOYMENT

- 10.01 Except where conflicting with other Articles of this Agreement, the conduct of all employees shall be guided by reasonable rules and instructions promulgated by the Employer from time to time. The Union shall be given prompt notice of new rules or regulations established by the Employer. The reasonableness of any rules shall be the proper subject of arbitration.
- 10.02 A weekly schedule of work showing the days of work, days off, starting time and run assignments for all employees will be posted by noon every Thursday of the preceding week except in the case of a week in which a Federal or Provincial holiday falls. Once posted, changes will be made in said schedule only to meet emergencies, adjust for absenteeism, tardiness, extra work and to correct apparent errors. Such changes shall be posted as early as may be feasible and affected employees will be notified. Vacancies occurring in the assignments may be filled by part-time employees.
- 10.03 Employees shall be bi-weekly on a designated payday by direct deposit.
- 10.04 All employees shall swipe in and out on the electronic time keeping system (Kronos). A print out of an employee's hours worked will be made available on request.
- 10.05 All employees covered by this Agreement shall, at all times, use their best endeavour to further the interest of the Employer.
- 10.06 (a) Any Union employee(s) designated to train new employee(s) for any of the positions covered under this agreement will be paid a premium of **one dollar and fifty cents (\$1.50)** per hour for the duration of the training session.
- (b) All on the job training to be done during regulars work hours and all training time compensated, as per the collective Agreement.
- 10.07 The representative of the Union shall be admitted on the company's premises during regular working hours upon proper identification and shall be permitted to inspect the time cards, payrolls and the equipment used by the employees in order to determine that the terms of the Agreement are being observed. Access to security areas is limited to authorized personnel only.

- 10.08 (a) If employees are required to remain out-of-town overnight, they shall be paid for all time while out-of-town while they remain on duty. They shall be provided with clean, comfortable lodging (single accommodation). They shall be paid meal expenses at the rate of **fifty dollars (\$50.00)** per overnight stay.
- (b) Employees on scheduled or unscheduled out of town runs of ten (10) hours duration with no overnight stay, shall receive a **twenty dollar (\$20.00)** meal allowance.
- 10.09 All employees shall be permitted to take a paid rest period not to exceed fifteen (15) minutes after each four (4) hour period. Such rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armoured car crew, and the armoured truck shall not be stopped for more than fifteen (15) minutes in such cases. Every effort shall be made to avoid making such stops when high liabilities are on board the armoured car, and at a time when the making of such stops will interfere with the Employer's obligation to the customer.
- 10.10 (a) Regarding firearms permits, it is understood and agreed that it is in the best interest of the employees and the general public that employees be limited to two (2) tests per qualification twice per year to achieve the accepted standards set out by the **Chief Firearms Officer**. Should an employee not achieve these standards, he/she will be provided with remedial training within six (6) weeks by the Employer and he/she will be provided with a third qualification test. Failure to achieve these standards will result in loss of seniority rights and termination of employment.
- (b) Employees' ATC, Guard/Agent License, PAL, and required passes for airside at St. John's International Airport shall be paid for by the Employer.
- 10.11 Employees will be paid four (4) hours at straight time when semi-annual qualifications are done outside of scheduled working hours.
- 10.12 Upon employment, an employee will be provided with information concerning:
- (a) duties and responsibilities;
 - (b) classification and wage rate;
 - (c) terms and conditions of employment. Where copies of the Collective Agreement have been provided to the Employer by the Association, the employee will receive a copy.
 - (d) The employee will be advised of the name of the Shop Steward and introduced to the Steward when reasonably possible.

- 10.13 (a) In the interest of health and safety, it might become necessary to require an employee to submit to a psychiatric assessment of their ability to perform the requirements of their position. The employee so required will have the opportunity of selecting a Psychiatrist of his choice. The doctor's finding will remain confidential with the only requirement being his opinion as to whether or not that employee is capable or not of performing his duties.

The Employee so required may be asked to release and authorize the release of the findings referred to above to a designated company psychiatrist.

In such an instance, the two psychiatrists must agree to the fitness of the employee to return to his employment.

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.

The finding of the medical consultant shall be final and binding upon all parties.

The remuneration of the consultant shall be borne equally by the Employer and the Union.

Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

- (b) Medical documentation required by the Employer such as F.C.E.s, etc., shall be paid for by the Employer.

10.14 Labour Management Co-Operative Committee

The Company and the Union recognize that cooperation between the Company and the employees is indispensable to the accomplishment of the purpose for which the company has been established.

The parties further recognize that constructive and meaningful discussion/dialogue is necessary to promote action to improve employee-Employer relations, production and service efficiency and customer satisfaction.

The parties, thus, agree to establish a Labour Management Co-Operative Committee

which shall consist of up to two (2) Union representatives and up to two (2) Company representatives.

The meetings of the Committee shall be chaired by the Employer's representative and a vice-chairman will be selected by the Union. A meeting should normally be held each month, providing subjects for discussion are provided to the Chairman at least one (1) week in advance of each meeting so that an agenda can be prepared.

Minutes of the proceedings should be prepared by the representative of the Company and signed by the Chairman and Vice-Chairman as promptly as possible after the close of the meeting so that appropriate distribution can be made.

In general, these meetings may give consideration to matters of mutual interest to the Company and the Union affecting employees in the bargaining unit, including training, safety and health, the achievement of the most effective operation and conduct of work, and matters affecting employee welfare, but shall exclude matters which are proper subjects for the Grievance Procedure or for negotiations.

- 10.15 An employee will be able to review their personnel file at any time in the presence of a management representative. Any employee wishing to review their personnel file must make the request in writing to management and an appointment to do so will be arranged.

There shall be one (1) official personnel file which, among other things such as pay and benefit administration information and information regarding the supply and issue of company property and equipment, shall contain copies of all disciplinary notations/adverse reports and records of disciplinary action. Copies of disciplinary reports and action will remain in an employee's personnel file for one (1) year from the date of their issue but may not be considered part of his /her record after that date and will be removed after that date provided there has not been a reoccurrence of a similar incident during that period.

An employee will first be advised of any disciplinary reprimand before it is placed in their personnel file. The employee will acknowledge that this has been done by placing his/her signature on the document. This signature is in no way an admission of guilt or agreement with the disciplinary action but simply an acknowledgment that the employee was aware the disciplinary reprimand was placed in their file.

ARTICLE 11- ABSENCE/WITNESS/DEATH IN FAMILY/LEAVE OF ABSENCE/SICK LEAVE/OTHER
LEAVE/EDUCATION LEAVE

- 11.01 The Employer agrees to carry workers' Compensation Liability Insurance with a recognized Company to protect employees should they be injured, disabled or killed in the scope of their employment with said Employer.
- 11.02 The Employer agrees to co-operate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law.
- 11.03 Any employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate of the balance of their shift on that day. All employees shall be covered by the Workers' Compensation Act and its benefits.
- 11.04 In the event full time employees are required to serve on a jury or attend a selection process, they shall be paid the difference between the jury fees and the pay for their guaranteed work week for each such week of jury duty, provided the employees shall make themselves available to work for the Employer during said period when they are not required to serve on the jury.
- 11.05 Witness: In the event an employee is subpoenaed to appear as a witness on behalf of the Employer in a case where the Employer is involved, such employee shall be paid at the regular straight time hourly rate for all hours scheduled to work each day the employee is required to so appear.
- 11.06 Death in Family
- (a) In the event of the death of an employee's mother, father, mother-in-law, father-in-law, spouse, same sex spouse, common-law-spouse, children, legal guardians, brother, sister, stepmother, stepfather, stepchildren, grandmother, grandfather, and grandchild, they shall be granted a leave of absence for a period immediately following the date of such death at their regular straight time hourly rate for each working day which may occur during such leave of absence up to a maximum of three (3) working days. Employees that must leave the province to attend services will be granted one additional day.
- (b) In the event of the death of a brother-in-law or sister-in-law, uncle or aunt employees shall be granted a one (1) day leave of absence for the purpose of attending the funeral and shall be paid at the employee's regular straight time rate, provided the

employee was scheduled to work on such day and provided further that the employee attends the funeral.

- (c) While an employee is on vacation and a death of any of the above family members occurs, the employee will be given the appropriate bereavement leave and the vacation days will be restored to the employee.

11.07 Leave of Absence

Any employee desiring leave of absence from their employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment with a customer or a competitor. Failure to comply with this provision shall result in the immediate termination of and in the complete loss of seniority rights for employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

11.08 Sick Leave

- (a) Regular full time employees who shall be unable to work due to non-service connected sickness or injury shall be granted sick leave at the applicable rate of pay for each scheduled day of work on which the employee shall be unable to work to the maximum amount of forty (40) hours in any calendar year subject to the following conditions.
- (b) Payment shall commence on the first day of absence due to sickness or injury. Such payment shall not be considered as hours of work. Unused sick leave (maximum of forty (40) hours) shall be paid for by mid-December of each year. In case of consecutive days of illness extending into the following calendar year, the employee must work at least one (1) week during such following calendar year to qualify for renewed annual sick leave benefits. It is understood and agreed that the Employer reserves the right to require written medical proof of illness whenever illness is given as the reason for an absence whether payment is claimed or not, after the employee has been absent for 2 consecutive days or after 2 single absences during an 8 week period. Any proven abuse of the foregoing by an employee, including the filing of false claims for sick leave payments, may result in progressive discipline.
- (c) Part-time employees shall have the option of using their personal day as if it were sick leave.

(d) Employees can avail of sick leave for medical appointments and family emergencies.

11.09 Other Leave

The Company agrees to abide by the requirements set out by the **Canada Labour Code** regarding any form of leave not specifically addressed in this Collective Agreement, including maternity leave.

11.10 Education Leave

An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

ARTICLE 12 - EQUIPMENT

12.01 It is the mutual advantage of both the employer and the employees that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in safe operating condition in accordance with the Department of Transport Regulations.

The maintenance of equipment in sound operating condition is not only a function but a responsibility of management.

12.02 The Company shall install and properly maintain heaters and air conditioners on all its armoured trucks. Air conditioners be operational by no later than April 30th of each year. Heaters shall start to operate by October 1st of each year.

ARTICLE 13 - BULLETIN BOARDS

13.01 A bulletin board shall be placed in a conspicuous place on the company's premises to serve as a notice board for employees. The notice board shall be for Union purposes only and shall be furnished at the expense of the Employer.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Differences of interpretation or the alleged violation by the Employer, the Union, or any employees of any of the provisions of this Agreement, except where stated, as well as any other complaint relating to working conditions shall be considered a grievance.

14.02 The procedure for processing the grievance of an employee or a group of employees shall be as follows:

(a) Complaint - An employee who has a complaint must attempt to discuss it orally with their immediate Supervisor either alone or, at the request of the employee, in the presence of the Union Steward. In the event that the complaint is not settled in this manner, it then becomes a grievance.

(b) Step 1:

The grievance shall be reduced to writing and shall specify the person(s) involved, the date the grievance occurred, the provision of the Collective Agreement being violated, the remedial action requested and all facts pertaining to the grievance and shall be sufficiently clear or fully stated to enable the company to properly act thereon. The grievance shall be signed by both the employee(s) and Union Steward. If the grievance is not settled within ten (10) working days from the time of its presentation to the Manager or their designate, it may be referred to the next Step.

The above, notwithstanding any grievance not filed in writing with the Manager or in their absence, to the person then acting as Manager, within five (5) days after the employee knew or ought to have known, of the occurrence which is the basis of the grievance, shall be deemed to have been waived and shall not be considered.

(c) Step 2:

Where a Step 1 grievance reply is marked unsatisfactory by the Union and is returned to the Manager five (5) working days after return of the grievance to the Union, management shall have an additional ten (10) working days to resolve the grievance.

If no mutually satisfactory settlement is concluded within the ten (10) days, either party may refer the matter to arbitration as per Article 15.

14.03 Failure by the Union to take any successive steps herein provided within the specified number of days from the day the grievance is returned to the Union shall be deemed as acceptance of such decision as final.

14.04 If the Company fails to reply to a grievance within the specified time limit, at any Step, the grievance may proceed to the next Step including arbitration.

- 14.05 The foregoing notwithstanding any or all of the time limits applicable to the Grievance Procedure may be extended by mutual agreement of the Union and the Company.
- 14.06 Where a dispute arises involving a question of general application or interpretation of this Agreement, the Association or company may initiate a grievance that shall commence at Step 2.
- 14.07 No grievance shall be rejected or denied solely because of a clerical, typographical or similar technical error.

ARTICLE 15 - ARBITRATION

- 15.01 Within ten (10) working days after a final decision has been announced on any grievance properly processed under the Grievance Procedure involving the applicant or interpretation of any provision of this Agreement or involving the discharge or disciplinary suspension of any employee and one of the parties hereto is not satisfied with the same, the matter may be submitted to arbitration. Notice of intention to proceed to arbitration must be given within the ten (10) working days referenced herein, such notice shall be made by registered or certified mail addressed to the other party of this Agreement.
- 15.02 (a) Unless otherwise mutually agreed to by the Union and the Company, all matters to be arbitrated shall be referred to an Arbitration Committee/Board consisting of three (3) persons.
- (b) At the time either party serves notice to the other of its intent to proceed to arbitration, it shall also advise the other party of the name of its Arbitration committee/Board nominee.
- (c) Within ten (10) working days or receipt of such notice, the respondent party shall advise the other of the name of its Arbitration Committee/board nominee.
- (d) The respective nominees shall have ten (10) working days to agree to and select a third person to act as Chairperson of the Arbitration Committee/Board. Should the respective nominees fail to select a Chairperson within the ten (10) working days referred to herein, they shall request the **Federal** Minister of Labour to name a Chairperson who shall be a resident of Newfoundland.
- (e) The Arbitration Committee/Board shall have no power to add to, nor to subtract from, nor to modify the terms of this Agreement or any agreement made supplementary

hereto.

- (f) The Arbitration Committee/Board shall limit its discussions/ investigations to the subject before it, shall effect a decision that is final, conclusive and binding upon both the Employer and the Union. Such decision shall not effect a reformation of the terms of this Agreement.
- (g) The expenses and fees of the Chairperson shall be shared equally by the Employer and the Union. The expenses of the Company and the Union representatives shall be borne respectively by each party.
- (h) By mutual agreement, the Employer and the Union may waive the above-mentioned three (3) person Committee/Board and submit the dispute to a single Arbitrator.
- (i) The Employer and the Union shall make themselves available for the necessary meetings hereunder within a reasonable period of time so that the arbitration decision can be rendered as soon as possible.

15.03 The time limits fixed in the Arbitration Procedure may be extended by the mutual agreement of the parties.

15.04 Conflict of Interest

No person shall be appointed to or act as a member of an Arbitration Board:

- (a) who has pecuniary interest in the matters referred to the Arbitration Board, or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment, acted in the capacity of Solicitor, Legal Advisor, Counsel or paid agent of either of the parties.

ARTICLE 16 - EMPLOYER'S RIGHTS

- 16.01 (a) The conduct, control and management of the Employer's business, the direction of its working force and the determination of the employee's ability to perform the work required are the sole and exclusive prerogatives of the Employer, subject to the provisions of this Agreement. All functions, rights, powers, and authority, which are not specifically abridged, delegated, or modified by this agreement, are recognized by

the Association as being retained by the employer.

(b) The Employer and the Union recognize the right of all employees in Brink's to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Brink's Workplace Harassment Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions, which may result from a complaint.

(c) EMPLOYMENT EQUITY COMMITTEE - A Joint Employment Equity Committee shall be created to address issues related to employment equity affecting employees in Newfoundland Labrador. This Committee shall meet on an ad hoc basis as required and consist of four members, two appointed by the Union and two appointed by the Company.

16.02 The location of the Branches where employees shall report for work and finish work, the type and kind of service to be rendered, the crew sizes, the locations to be serviced, the addition, extension or discontinuance of work and any and all changes pertaining to such matters which may be made from time to time in the interest of efficient operations are the exclusive rights of the Employer.

16.03 The Employer reserves the right to discipline and discharge employees for just cause. It is agreed that among other acts, dishonesty, leaving an armoured car unattended with valuables aboard, use and/or possession of alcoholic beverages or any illegal, non-prescribed drugs while on duty or during coffee or lunch periods; attending work while impaired from the use of alcoholic beverages and/or drugs, improper and dangerous handling of firearms, sleeping while on duty, forging or deliberately falsifying any Company record are just cause for immediate discharge.

16.04 Nothing herein contained shall be construed to prevent management personnel from performing bargaining unit work in cases of emergency or when no bargaining unit employees are available to perform such work on a timely basis.

16.05 (a) The parties agree that management has the sole discretion in deciding the duties, responsibilities and qualifications for all jobs within the bargaining unit.

(b) Any job classification which may be established during the life of this agreement and

not negotiated during the life of the agreement shall be subject to negotiations between the Employer and the Association during the term of this Agreement. If the parties fail to reach agreement during such negotiations, the matter may be submitted by either party to arbitration as per Article 15.

- 16.06 The Employer shall notify any employee in writing with a copy to the Union, of his/her discharge or suspension within seven (7) calendar days of the Employer being made aware of the event giving rise to such discharge or suspension. It is further agreed that this seven (7) day period may be extended by mutual consent in writing to allow for a complete investigation to be done. The company will notify the union in writing of this extension and the expected completion date of the investigation.
- 16.07 No employee shall be disciplined without a Shop Steward present.
- 16.08 Work normally performed by bargaining unit employees will not be performed by outside contractors, if the Employer has the manpower, skills, equipment and facilities to do such work and the work can be done in a timely and cost effective manner.
- 16.09 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 17 - GROUP INSURANCE

- 17.01 (a) The Employer shall maintain and pay the required premium costs for a Group Insurance Plan for full time employees to be described in a separate document.
- (b) Concerning the Employer's contribution outlined in Clause 17.01, the **reduction in the Employer paid Employment Insurance premium** authorized by the Unemployment Insurance Commission shall be acquired by the Employer.
- (c) Vision Care
- Vision care will be offered to all full time employees to a maximum of three hundred dollars (\$300) every two (2) years plus eighty dollars (\$80) for eye exam every two (2) years. Dependent children will be entitled to this benefit each year.
- (d) Dental Plan

A Dental Plan will be offered to all full time employees as described in a separate benefit booklet.

ARTICLE 18 - PENSION

- 18.01 Employees shall be covered under the Pension Plan as described in the booklet entitled "Unionized Employee's Pension Plan" of Brink's Canada Ltd. and related Companies. Full time employees shall be covered from their date of hire. Part-time employees will qualify in accordance with the terms and conditions set forth in the Plan.

ARTICLE 19 - NO STRIKE/LOCKOUT

- 19.01 During the present Agreement or any renewal thereof, there shall be no strikes, no partial or total stoppage of work, nor any slowdown on the part of the employees or of the Union.
- 19.02 In case of violation of the preceding Clause, any employee involved therein shall be subject to dismissal or to disciplinary measures including loss of seniority.
- 19.03 During the present Contract, there shall be no lockout by the Employer.
- 19.04 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute. The union will notify the employer of any legal picket lines, which they intend to recognize. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action or a reduction in wages.

ARTICLE 20 - CLASSIFICATIONS DEFINED

20.01 Crew Chief

The Crew chief is under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances.

The crew chief shall exercise immediate supervision over their crew while on duty and ensure that the crew performs their respective duties in a proper manner with particular

regard to security, safety and efficiency in accordance with the employee handbook.

The Crew Chief will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook.

The primary duty of the crew chief is to secure signage of receipts for all shipments and to utilize the facilities and appropriate equipment provided for the safe keeping and security of all shipments.

Only the employee designated as crew chief by management may act in this capacity even though some other employee on the crew, assigned as a driver or technician, may be qualified to act as crew chief.

20.02 Driver

The Driver is under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances. While on the run or route, the driver is under the direction of the crew chief unless those directions given are contrary to company rules and regulations.

The principle duty of the driver is to operate the truck or other motor vehicle to which the driver is assigned, safely and courteously, to guard and assist the crew chief as directed, and to attentively monitor the crew chiefs portable radio transmitter while the crew chief is away from the vehicle.

The driver shall not permit anyone to ride in the front compartment on a run consisting of three or less employees, unless given permission by management. The crew chief cannot give this permission. No more than one crew member may occupy the front compartment even during lunch or break periods.

The driver will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook.

20.03 Guard/Technician

The Guard/Technician is under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances.

The Guard/Technician is a person assigned to a crew for the specific purpose of protecting company personnel and the shipments and property for which the company is responsible.

While on the run or route, the Guard/Technician is under the direction of the crew chief unless those directions given are contrary to company rules and regulations.

The position serves as witness to all recorded transactions made by the crew chief where required.

The Guard/Technician will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook which shall include among other things, 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 holdings, and removing customer deposits from the A.T.M. units.

20.04 Assistant Cashier

The assistant cashier assists the cashier in all activities and responsibilities, including but not limited to exercising independent discretion to direct and assign work; create scheduling of employees and runs.

The assistant cashier is also responsible for all duties of the cashier in his or her absence and when assigned to separate work schedules ultimately responsible for all such cashier duties; reports directly to the cashier and/or assistant branch manager and branch manager, where applicable, dependent on local conditions.

20.05 Vault Clerk

The Vault Clerk assists the Cashier as directed by the Cashier in all activities and responsibilities of the vault area. The Vault Clerk may work in conjunction with the Assistant Cashier, should the Cashier be unavailable to work in the area. This includes, but not limited to, checking in/out of the runs, maintaining all appropriate vault records including individual route and overall vault balancing, change funds, coin processing, air courier write-ups including precious metal reports, Bank of Canada shipments and regular networking, computer entries, mint and bank coin reporting, observing all security and safety procedures and performing miscellaneous duties as required.

20.06 Money Room Employees

The duties of all currency room employees shall generally be performed in, or in the vicinity of the currency room.

20.07 Security

All currency room employees are responsible for maintaining the security of the currency room and building. If an employee observes or is made aware of criminal activities, the employee shall promptly activate the police call device and other security alarms and arm his/herself with the available weapons. All doors leading into these areas will be dead-bolted and the employee will take a strategic position on the area.

20.08 Entrance to Area

Currency vault employees will allow only authorized personnel into the currency vault.

20.09 Receipting

Currency vault employees will accept, move, check in, count and receipt for shipments of currency and other items assigned to the currency vault. Before releasing any shipment, employees will have proper authorization and obtain a proper receipt for the monies released.

20.10 Records

Employees will prepare and maintain daily work sheets and records required in connection with the currency processing operations.

20.11 Equipment

Employees will receive and arrange bags, trays, carts, wrapping material, boxes, hand trucks and other supplies, records and equipment used in connection with the operation of the currency room.

20.12 Counting/Sorting

Employees will verify, count, sort, package, load and unload currency and coin. They will perform the required cleaning, adjusting and repair of the currency machines.

20.13 Other Duties

Employees will aid the supervisor in performance of duties incidental to the proper and orderly operation of the currency room as may be assigned by management.

20.14 Firearms

All qualified and authorized currency room employees must be trained in and periodically qualify in the use of and firing of firearms.

20.15 The classifications in the All-Off crewing model are Messenger/Crew Chief and Driver/Guard. The duties are as set out in the employee handbook.

20.16 Company Handbooks will be issued upon Hire Date and when requested.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.01 (a) The Employer agrees to co-operate fully with employees in the establishment and operation of an **Joint Health and Safety Committee**. The **Joint Health and Safety Committee** will address all requirements of **Part II of the Canada Labour Code** and deal with employee concerns regarding possibly dangerous or unsanitary working conditions.

(b) All **Joint Health and Safety Committee** meetings and inspections which includes the preparation of reports, as required by the *Canada Labour Code* or authorized by the co-chairpersons, shall be carried out during working hours.

(c) The Union representative on the **National Health and Safety Policy Committee** shall be entitled to participate in the recommendation and consensus process at all meetings.

ARTICLE 22 - BID RUNS

22.00 Full-time employees shall be permitted to select run assignments in accordance with the following procedures:

22.01 Twice (2) each year on approximately March 1st and September 1st, the Employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in

weekly blocks determined by the Employer. Each weekly block of runs or assignments which is posted, shall be described generally showing the area served, the approximate starting time and durations, the type of work involved and the crew complements. The weekly blocks shall also designate which days in the week an employee shall be normally scheduled off.

- 22.02 The schedule, so posted, shall remain posted for a period of approximately two (2) weeks to permit employees to study the schedules on which they will bid.
- 22.03 Approximately two (2) weeks after the posting of such schedule, those employees eligible to bid will be permitted to bid for their weekly schedules. Such bidding shall be in order of overall seniority and classification. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule. **Employees who are married to each other cannot work/bid together in dual-custody.**
- 22.04 Eligible full-time employees will be called in order of their overall seniority and shall be given a time limit in which they may bid for the weekly block assignment of their choice. if an employee shall fail or refuse to make any bid within the time limit allowed,, he shall be assigned to a pool of unbid employees and the next junior employee who is qualified, shall be permitted to bid until the blocks are bid. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis. Failure to advise the Employer shall result in that employee being assigned to the pool of unbid employees.
- 22.05 Employees shall be assigned to their selected weekly block or assignments schedules on the Sunday closest to March 1st and September 1st each year. Once an employee has been assigned to a weekly block of runs or assignments, such employee will remain on such block until the next general bid. It is agreed and understood that all blocks of runs or assignments will be filled by full-time employees. In the event that the bid is incomplete due to some employees selecting pool assignment, the Employer will fill these positions in reverse order of seniority until all full-time employees have been assigned.
- 22.06 The Employer reserves the right to refuse permission to an employee to bid a certain weekly schedule as well as the right to remove him from a weekly schedule he has bid. At the employee's request, the reasons for the refusal will be given in writing. Any dispute involving such refusal to assign or the removal of an employee from a bid run may be the subject of a grievance under the terms of this Agreement. The Employer reserves the right to change runs from time to time by adding stops or removing stops, changing starting times, merging, consolidating, eliminating and adding runs.

- 22.07 In the event two (2) or more runs **merge Article 22.02 and 22.03 will apply.**
- 22.08 In the event there is a change to the bids runs causing an increase or decrease in full-time staff a new bid will take place if the next scheduled bid is more than sixty (60) days away.
- 22.09 In the event a new forty (40) hour block is established, full-time employees on lay-off status or full-time employees that have been reduced to part-time, shall have the first option to bid on the new block in accordance with Article 6 provided the above employee is qualified to perform the duties.
- 22.10 Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:
 - (a) Permanent vacancies such as retirement or death shall be bid from the pool unless there are less than sixty (60) days left in the bid.
 - (b) Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool.
 - (c) 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.

ARTICLE 23 – BLENDED BID ASSIGNMENTS

23.00

In an effort to maintain a stable full time workforce (6.02) and prior to implementing any changes that would reduce full time employment (6.09), the parties will discuss what scheduling arrangements can be made to preserve full time position(s). This will include, but is not limited to, the concept of a blended bid assignment whereby bidded blocks of work may require the employee to work in different classifications on certain days, during each week.

For example: 80 hours over 2 weeks on Modified Work Schedule (3.07)

Week 1		Week 2	
Monday	Msgr 8.75	Monday	Guard-6.0 Driver 3.0
Tuesday	Msgr 8.50 – Driver 5.0	Tuesday	Guard 8.5

Wednesday Guard 5.25
Thursday Guard 3.75
Friday Driver 8.75
Saturday D/O
Sunday D/O

Wednesday Guard 5.25
Thursday Guard 4.0
Friday Msgr 4.0
Saturday Msgr 8.0
Sunday D/O

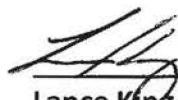
Accordingly, for hours worked during blended bid assignments, employees shall be paid the rate of pay that corresponds with the classification actually worked. Using the example above on Tuesday of Week 1, the employee would be paid (1) the wage rate for Messenger for the number of hours worked as a Messenger on that date; and (2) at the wage rate for **Driver** for the number of hours worked in the **Driver** on that date.

ARTICLE 24 - TERM OF AGREEMENT

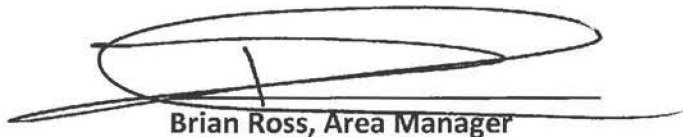
- 24.01 This Agreement shall become effective upon ratification and continue for the period of four (4) years from **its effective date**.
- 24.02 This Agreement will remain in full force and effect until such time as a new Agreement has been negotiated and the procedures will have been followed and completed as per the Canada Labour Code.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their Officers and representatives hereunto duly authorized this 26th day of June in the year 2018 A.D.

SIGNED ON BEHALF OF BRINK'S CANADA LIMITED:



Lance King, Manager Labour Relations & Safety

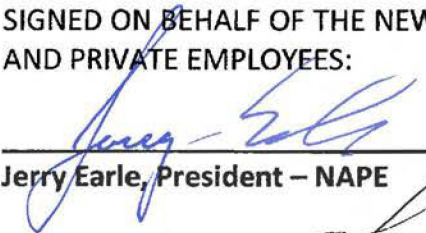


Brian Ross, Area Manager

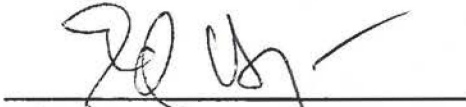


Frank Walsh, Branch Manager

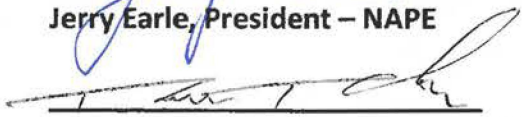
SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:



Jerry Earle, President - NAPE



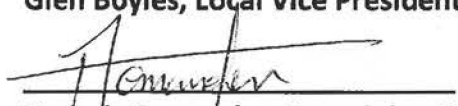
Ed Hogan, Witness, NAPE



Tom Tobin, Local President & Chief Steward



Glen Boyles, Local Vice President & Steward



Domnic Fernandes, Bargaining Committee

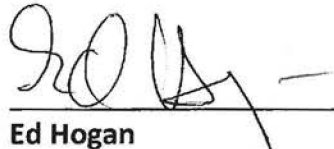
Memorandum of Understanding #1

A onetime payment of one thousand dollars (\$1,250) to active full time employees, and a onetime payment of five hundred dollars (\$750) to active part time employees, is to be made four (4) weeks after ratification

Agreed this 4th day of May, 2018 in St John's, Newfoundland.



Lance King
Manager Labour Relations & Safety
Brink's Canada



Ed Hogan
Labour Relations Officer
NAPE

Memorandum of Agreement #2

Memorandum of Agreement

BETWEEN:

BRINK'S CANADA LIMITED

AND

NAPE

Pursuant to bargaining between the parties in May 2018, it is agreed that changes to the current pension benefit are as follows;

With respect to the qualification of employees covered under this agreement for pension:

- 1. Effective DATE OF RATIFICATION (May 11, 2018), there will be no new entrants into the Defined Benefit ("DB") provision of the Pension Plan for Brink's Group Companies in Canada (the "Plan"). Current employees who have not qualified to enter the Plan as of DATE OF RATIFICATION will enter the Defined Contribution ("DC") provision of the Plan upon qualification, in accordance with legislation.**
- 2. Employees enrolled in the DB provision of the Plan as of DATE OF RATIFICATION will continue to be active members of the DB provision of the Plan, in accordance with the Plan Text.**
- 3. Employees currently enrolled in the DB provision of the Plan as of DATE OF RATIFICATION will be given the option to cease participation in the DB provision of the Plan and participate in the DC provision of the Plan effective ONE HUNDRED AND FORTY (140) CALENDAR DAYS AFTER THE RATIFICATION DATE (September 28, 2018). The DB benefit accrued in the Plan will remain in the Plan and credited service will be frozen; the highest average earnings of the employee will continue to be updated for the duration of their employment.**
- 4. Those pension eligible employees who enroll in the DC provision of the Plan will be granted a one-time deposit to their personal DC plan, according to continuous years of service based on the following scale;**

0-5 years of Service = \$600 per year of service

6-10 years of service = \$500 per year of service

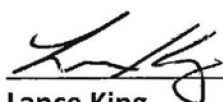
11-15 years of service - \$400 per year of service

16-20 years of service = \$300 per year of service

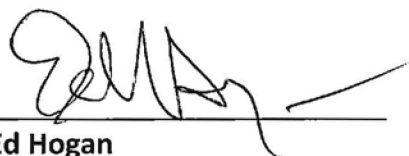
21- 25 years of service = \$200 per year of service

5. Effective DATE OF RATIFICATION, all new employees hired by the Employer will qualify only for enrollment in the DC provision of the Plan. Qualification will be in accordance with legislation.
6. Employees who are enrolled into the DC provision of the Plan will be eligible to contribute up to 5% of their earnings, as defined in the Plan Text, with a corresponding Employer paid match of up to 5% of their earnings. Employees may contribute in excess of 5% of their earnings, up to the legislated maximum. Contributions above 5% of earnings will not be matched by the Employer.
7. For full time employees who are at least 55 years old and who wish to retire early from Brinks, and be subject to the early retirement provisions of the Plan, there will be a special one-time only incentive lump sum payment of \$10,000, plus an additional incentive per year of service based on the scale above in item 4. Employees electing to receive the incentive payment will have until ONE HUNDRED AND FORTY (140) CALENDAR DAYS AFTER THE RATIFICATION DATE (September 28, 2018) to confirm their decision. There will be a limit of 3 people provided with this opportunity and full time seniority will govern. These employees will not be eligible for re-hire, except as Part Time employees with a hire date reflecting their new PT start date.

Agreed this 4th day of May, 2018 in St John's, Newfoundland.



Lance King
Manager Labour Relations & Safety
Brink's Canada



Ed Hogan
Labour Relations Officer
NAPE

Memorandum of Agreement #3

Memorandum of Agreement

Between

BRINK'S CANADA LIMITED

and


**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES
(hereinafter referred to as the "Union")**

RE: Part Time Bid St. John's Branch.

1. Once the full time bid is selected by full time employees, the most senior part time employee then has the option of selecting this block of available work. If the most senior part time employee does not want the available bid work, it would be offered in order of part time seniority until selected;
2. This selection would be in effect until the next bid is posted, or a change in staffing due to work requirements of the employer, or until there is a change in work that would alter these hours as per the CBA.
3. **Where permitted in the collective agreement**, the said employee would, still be afforded the right to **bump to replace employees absent for: Vacation work related injuries, non-work related injuries**, sick book-off or any other item outside the normal available number of hours, should there be more hours available in a given week.
4. At that time the next senior part time employee, who is available, shall be offered the part time block of hours. This employee could also be bumped from this part time position, should a junior full time employee see a reduction in their status:
 - Compensation would be as per the CBA for part time employees under article 2.01
 - Employee will not be afforded any benefits under Article 17 of the CBA "Group Insurance"
 - Employee would be paid only for hours worked
 - It is understood that this block carries no hours of work guarantees.

Agreed this 4th day of May, 2018 in St John's, Newfoundland.


Lance King
Manager Labour Relations & Safety
Brink's Canada


Ed Hogan
Labour Relations Officer
NAPE

