

# COLLECTIVE AGREEMENT

BETWEEN:

**BRINK'S CANADA LIMITED**



-and-

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

Affiliated with Teamsters International Brotherhood of Teamsters and Teamsters Canada



## **ARTICLE 21 - TERM OF AGREEMENT**

The term of this Agreement shall become effective as of September 21, ~~2018~~ **2022**, and shall continue in full force and effect up to and including September 20, ~~2022~~ **2025**, and from year to year thereafter unless terminated by either party hereto giving written notice of intention to do so at least sixty (60) days prior to the above-mentioned termination date or any anniversary thereof.

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This Agreement made and entered at Winnipeg, Manitoba this **21<sup>st</sup> day of October, 2018** by and between Brink's Canada Limited, party of the first part, hereinafter referred to as the "Employer" and Teamsters Local Union 979, party of the second part hereinafter referred to as the "Union".

**WITNESSETH:**

Whereas it is the desire of the Union and of the Employer to enter into an Agreement covering the wages, hours of work and working conditions of the employees described in the Certification Order dated the 8<sup>th</sup> day of August 1991. Now therefore the Union and the Employer mutually agree as follows:

**PURPOSE:**

The Union and the Employer agree that the general purpose of this Agreement is to: promote cooperation and harmony; recognize mutual interests; promote a channel through which information and problems may be transmitted from one to the other; formulate rules to govern the relationship between the Employer and the Union; promote efficiency and service; prevent strikes, lockouts and other work stoppages; to set forth herein the basic Agreement and undertaking covering rates of pay, hours of work, grievance procedures, other working conditions and conditions of employment in the classifications listed.

**ARTICLE 1 - BARGAINING AGENT**

- 1.01 The Union is hereby designated and recognized as the sole and exclusive collective bargaining agent for all employees of Brink's Canada Limited, in the Province of Manitoba excluding admin personnel, sales representatives, maintenance personnel, supervisors and those above the rank of Supervisor, who shall work out of the Employer's offices during the term of the Agreement.
- 1.02 All employees covered by the bargaining unit as described in paragraph 1:01 above shall as a condition of employment with the Employer become and remain members in good standing of the Union. The Employer agrees to have newly hired employees covered by the bargaining unit fill in the required union membership card prior to commencing work and mail the card to the Union immediately.
- 1.03 It is understood that the Employer reserves the right to hire and / or use part time employees during peak work periods and to fill out and complete the work schedule over and above those hours guaranteed to full-time employees. Nothing herein contained shall be construed to prevent management, or office employees from performing bargaining unit work in emergencies or unexpected contingencies when no employees are available within a timely fashion to perform such work. This will be dependent on the client's requirements.
- 1.04 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. 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.

- 1.05 All new employees shall be considered probationary for the first ninety (90) calendar days from their first shift worked (excluding Basic Blue) or two hundred (200) hours worked, whichever is greater, of their employment, during which period, they may be discharged by the Employer without recourse by the Union.
- 1.06 Full-time employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week, or the equivalent thereof in pay provided the employee reports for work as scheduled.
- 1.07 Part time employees are those employees who are not regularly scheduled for or who do not regularly work **forty (40)** hours or more per week. Part time employees shall not be guaranteed any minimum hours of work per week.
- 1.08 When either the masculine or feminine gender is used in this Agreement, it shall refer equally to either or both genders, singular or plural.
- 1.09 All employees are expected to be at their designated work stations at the start of their work day properly uniformed and equipped.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the operation and the direction of the working forces are the exclusive rights of the Employer and without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce reasonable rules and regulations, policies and practices to be observed by its employees; discipline and discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and be dealt with as hereinafter provided;
  - b) To assure the efficiency of the operations by, removing stops, changing starting times, revising, merging, eliminating runs, adding new runs, blending of runs, establish regular crew complements and schedules to best meet the business and client needs and objectives; assign and direct the runs, crews, and crew complements, subject to the terms and conditions of the bid run procedure; provided however the Employer agrees that any exercising of these rights and powers shall not conflict with any provisions of this agreement.
  - c) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, and select employees for positions within the bargaining unit.
- 2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.



### **ARTICLE 3 - HOURS OF WORK**

- 3.01      a)      The scale of wages outlined in Appendix "A", shall apply to the first forty (40) hours of work in any week or the first eight (8) hours of work in any one (1) day. Except for modified work schedules as described below, all hours worked in excess of forty (40) hours in any one week or in excess of eight (8) hours in one day shall be paid for at one and one-half (1 ½) times the regular hourly wage rates listed above. Overtime shall be paid on a daily or weekly basis, whichever is greater but not for both. An employee who commences the second shift, prior to the expiration of eight (8) hours from his last shift, shall be paid at the rate of one and one half (1 ½) times the regular hourly wage rate for all hours worked on the second shift until eight (8) hours have elapsed from the end of the first shift.
- b)      The Employer may establish forty (40) hour guaranteed modified work week schedules of ten (10) hour assignments on four consecutive days. **By mutual agreement the Employer may establish thirteen (13) hour assignments distributed over a three (3) day work week.**

For the Thunder Bay run the forty (40) hour guarantee shall be scheduled as a modified work week and worked in three (3) regularly scheduled thirteen (13) hour shifts distributed over a three (3) day work week. **however, if due to loss of business the run may be modified or eliminated.**

Overtime shall be paid on a daily basis upon completion of the scheduled hours as described above or on a weekly basis, whichever is greater but not for both.

Modified work schedules other than those described above may be established by the employer from time to time upon mutual agreement between the Employer and the Union, the terms of which shall be recorded in a Letter of Understanding.

Where a part-time employee is scheduled eight (8), ten (10), or thirteen (13) hour shifts on a full block of work (e.g. 40 hours per week), overtime will be paid in excess of eight (8), ten (10), or thirteen (13) hour per day.

- 3.02      All full-time employees shall be guaranteed forty (40) straight time hours of work in five (5) or less consecutive days per week, or the equivalent thereof in pay unless agreed under Article 3.01. Full-time employees who do not make themselves available for their regularly scheduled shift on any given day will not be eligible for the weekly guarantee. Full time employees will be entitled to two (2) consecutive days off.

The employer will endeavor to post work assignments by twelve (12:00) noon Wednesday of the proceeding week for ATM and Armoured Operations.

- 3.03      a)      **The Parties acknowledge that hours of work in the transportation industry may be affected by outside factors including: traffic, weather, customer requirements, construction, changes in routing, vault delays, vehicle issues, employee absences etc.**

**Under normal conditions the assigned work should be completed within or near the scheduled shift end time but may occasionally require additional time and employees will complete all of their assigned work.**

**The Employer recognizes the need of its workers to balance important commitments outside of the workplace with their employment obligations.**

The Employer shall be privileged, but not obligated, to work employees in excess of the number of hours guaranteed per week. All employees must sign an overtime availability list to be eligible for overtime hours of work. Should there be an insufficient number of qualified and/or available employees who have signed the overtime availability list, the overtime work shall then be assigned by the employer in reverse order of seniority commencing with the junior full time employee per division, as required to meet the operating needs of the Company. Any junior employee(s) assigned by reverse seniority may only be forced to work a maximum of one (1) shift per week. Overtime, with the exception of shift extension overtime less than four (4) hours, shall be offered by seniority to employees who have signed the availability sheet provided this will allow at least eight (8) hours off between scheduled shifts for the employee performing that work.

- b) In the event it is necessary to call an employee to work on their scheduled day off, such an employee shall be called to work in order of divisional seniority among employees scheduled off on that day provided such employees are qualified and have signed the availability list.

**In the event this concerns a shift occurring on the same day, the Employer will wait five (5) minutes before being permitted to move on to the next employee on the list.**

- c) The Employer shall advise employees as soon as possible, that they may be required to work additional hours at the end of their shift in order to meet customer or operational needs. Where an employee has a medical or family issue, and the employee has notified the Employer, the Employer shall make every effort not to require the employee to work beyond the end of their shift.

#### 3.04

Full-time employees shall be guaranteed eight (8) hours of work or the equivalent thereof in pay for each regularly scheduled shift, Monday through Friday, four (4) hours on Saturday and Sunday. Part time employees shall be guaranteed four (4) hours of work or the equivalent thereof in pay for each daily call to work, Sunday through Saturday.

Notwithstanding the daily guarantee for full-time employees described herein, the employer shall be privileged to amend a schedule of hours of work when the weekly guarantee described in Article 3:02 has been, or can otherwise be fulfilled.

Employees on over the road runs that are required to lay over due to unexpected contingencies shall be paid their daily guarantee for each day they are required to lay over, however, the Company has the right to bring employees home at their discretion. In such event the Company shall pay the hourly rate of pay for the time required to travel to the home terminal plus the cost of travel.

3.05 Any employee who shall be recalled to perform work after he has completed his assignment for the day and has punched out shall be guaranteed four (4) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1 1/2) times the wage rate applicable to the classification to which he is assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week and shall not apply against the guaranteed hours of work for that week. Full-time employees required to work on their scheduled day off shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for such call to work, and such hours shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate applicable to the respective classification.

3.06 The normal pay period shall commence on Sunday and run through the following Saturday. Payment shall be on a weekly basis by direct deposit. The Employer agrees to deposit by direct deposit specified amounts each pay period from the wages of the employees. Amounts so deposited will be remitted to designated approved financial institutions. Employees will be entitled to a maximum of 2 accounts in total. Only 2 changes in accounts in total will be permitted in one year.

Payday shall be normally on Thursday except in cases when a statutory holiday stipulated in Article 4.01 occurs during that week, in which case payday shall be Friday.

3.07 If Federal, Provincial governments declare a state of emergency prohibiting the Employer from operating, the weekly guarantee shall be reduced by the appropriate scheduled hours for each full day that the Employer is prohibited from operating.

#### **ARTICLE 4 - DESIGNATED HOLIDAYS**

4.01 The following days are hereby designated as holidays under this Agreement:

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any day that is designated as a holiday by a Federal or Manitoba Provincial Order-in-Council, or such other days as may be observed in lieu thereof.

All work performed on Christmas Day (December 25<sup>th</sup>) shall be at two (2) times the regular rate of pay for all hours worked.

- 4.02 a) Full-time Employees shall be granted a holiday credit of eight (8) hours. Full time employees on a modified work week will be paid at ten (10) or thirteen (13) hours for each holiday listed above. Such hours shall be considered as hours worked and shall be added in the accumulated hours for that week.

Part time employees who perform work on fifteen (15) of the thirty (30) calendar days immediately preceding one of the designated holidays shall be granted a holiday credit of eight (8) hours. Such hours shall be considered as hours worked and shall be added in the accumulated hours for that week. Part time employees not meeting the above criteria shall be paid holidays herein provided in accordance with the Canada Labour Code.

- b) The above notwithstanding, an employee who returns to work following an absence due to long term sickness or worker's compensation and who otherwise works their complete schedule in the week in which a holiday occurs, shall receive pay for holiday.

- 4.03 Employees required to work on holidays shall be paid for all hours worked at one and one-half (1 1/2) times the regular hourly rate of pay applicable to the classification to which they are assigned on such work, and such employee shall be guaranteed eight (8) hours for full-time and four (4) hours for part time of work or the equivalent thereof in pay for each call to work on such days. Holiday hours shall not be included in the regular weekly hours for that week.

- 4.04 Holiday assignments shall be assigned to employees in accordance with their overall seniority, provided vault continuity is maintained in the Employer's vault. In the event employees relinquish their assignments to such work, then the employee next in line according to seniority and qualified to perform such work shall be assigned. In the event an insufficient number accept such assignments, the Employer reserves the right to assign the least senior qualified employees to such work.

- 4.05 In the event one of the holidays listed in 4:01 above occurs on a Monday or Friday, full-time employees who are normally scheduled off on such day shall be granted one of two options:

1. Employee will be paid for holiday at straight time and may take an unpaid lieu day on a date mutually agreed upon, within sixty (60) days following the holiday.
2. Subject to mutual agreement between the employee and the employer, the employee will be granted a paid lieu day, on a date mutually agreed upon, within sixty (60) days following the holiday.

- 4.06 In the event one of the holidays listed in 4:01 above occurs during a full-time employee's vacation period, such employee shall be granted a day off with pay on his first scheduled day of work after the vacation or on the last scheduled day of work prior to the vacation or on a date mutually agreed upon between the employee and the Employer, within sixty (60) days following the holiday. Alternatively, the employee may request to be paid for the holiday at straight time with no lieu day.



- 4.07        The scheduling of lieu days will be subject to the percentage of employees allowed to be off due to vacation as set out in Article 5.06.**

## **ARTICLE 5 - VACATIONS**

- 5.01        Any full-time employee who has completed one (1) year but less than five (5) years of service prior to December 31st shall be granted two (2) weeks vacation with pay.**

**Any such employee having completed five (5) years but less than eleven (11) years of service prior to December 31st, shall be granted three (3) weeks vacation with pay.**

**Any such employee having completed eleven (11) years but less than eighteen (18) years of service prior to December 31st, shall be granted four (4) weeks of vacation with pay.**

**Any such employee having completed eighteen (18) years or more of service prior to December 31st, shall be granted five (5) weeks vacation with pay.**

**Employees shall be allowed to take all weeks of vacation he is entitled to at one time during the vacation period.**

**Employees may take one (1) week of vacation in single or multiple days, provided however when considering vacation requests at the time of the vacation planner is finalized, vacation preference will be given to full weeks of vacation prior to other single or multiple days of vacation which are less than a full week. More than one week of vacation may be used as single or multiple days by mutual agreement between the parties.**

**In order for employees to select single or multiple days after the vacation planner has been finalized, the employee must notify the Employer a minimum of two (2) weeks in advance of the date(s) requested, the two (2) week requirement may be waived at the discretion of the Employer where operationally possible.**

**The Employer will provide a written response within one (1) week of receiving the employees written request for time off.**

- 5.02        Full-time employees who have completed less than one (1) year of service prior to December 31st, shall be granted one (1) day of vacation for each one (1) month of service prior to December 31st with pay, provided such period of vacation shall not exceed ten (10) days.**

- 5.03        A full-time employee who is terminated and who has less than one (1) full year of service from his date of employment shall be granted four percent (4%) of his total earnings from date of employment to date of termination as vacation pay.**

- 5.04        Vacation pay will be paid by direct deposit during the regular pay period, when the employee is on vacation, and be based on the appropriate percentage of earnings from the previous year.**



Employees entitled to vacation, as above provided, shall be granted vacation pay computed on a percentage of their respective total annual earnings during the preceding calendar year as follows:

less than two (2) weeks vacation - granted four percent (4%) of total annual earnings;

two (2) weeks vacation - granted four percent (4%) of total annual earnings;

three (3) weeks vacation - granted six percent (6%) of total annual earnings;

four (4) weeks vacation - granted eight percent (8%) of total annual earnings;

five (5) weeks vacation - granted ten percent (10%) of total annual earnings.

Provided, such employees who shall have completed four (4) years, ten (10) years or seventeen (17) years of service during the preceding calendar year shall be granted additional vacation pay computed at two percent (2%) of the employee's earnings over the period extending from his fourth (4th), tenth (10th) or seventeenth (17th) anniversary to December 31st of that year.

**Employees who are entitled to 3, 4, or 5 weeks of vacation entitlement shall have the option of taking their normal vacation entitlement as outlined herein above or may have the option of requesting the following payout:**

<b>ENTITLEMENT</b>	<b>PAY OUT</b>
<b>3 weeks vacation</b>	<b>1 weeks vacation earnings pay</b>
<b>4 weeks vacation</b>	<b>2 weeks vacation earnings pay</b>
<b>5 weeks vacation</b>	<b>3 weeks vacation earnings pay</b>

**An employee who requests this option may, at a later date and at a time mutually agreeable to the employee and the Company, be granted additional time off without pay to a maximum of his or her vacation entitlement. If granted, such time off will count towards the maximum weekly vacation cap as set out in Article 5.06.**

In the event the Canada Labour Code shall be amended during the term of this Agreement, thereby providing vacation or vacation pay in excess of those herein provided, the employee shall, after the effective date of such amendment, be granted vacation or vacation pay in accordance with said amended Canada Labour Code.

5.05 Part time employees shall receive vacations and vacation pay in accordance with the minimum provisions of Part III of the Canada Labour Code.

5.06 The Employer agrees to allow up to 15% of its full-time employees to be absent due to vacation or a day in lieu at any period of time. A minimum of five (5) employees may be absent due to vacation or a day in lieu during any one (1) period. During the period

from the second Saturday in December to the first Sunday in January a maximum of **four (4)** full-time employees may be absent due to vacation or a **day in lieu** during anyone one (1) period. In the event the combined number of full-time employees shall be reduced to twelve (12) or less due to reduced work requirements of the Employer, the Employer shall allow a maximum of two (2) employees absent due to vacation or a **day in lieu** during any one (1) period.

- 5.07 The vacation **bid** schedule shall be posted on or before **February 1<sup>st</sup>**. Employees in order of divisional seniority will be contacted to select their vacation time. **Vacation must be selected by March 15<sup>th</sup>**. Employees will be given **one (1) day** to make their selection from the available weeks open as described in Article 5.06. Employees who do not make their selection as described above shall only be able to choose vacation periods that has not already been booked to the maximum. In the event an employee shall be absent during the selection period, it shall be the employee's responsibility to advise the employer of his vacation selection in advance. Vacations taken between January 1<sup>st</sup> and **March 15<sup>th</sup>** will be granted on a first request basis up to the maximum allotment.
- 5.08 Any regular full time employee who shall be absent from work due to service connected sickness or non service connected sickness or injury during any calendar year shall, for the sole purpose of having their vacation pay for that year computed, be credited with pay for forty (40) hours for each week of such absence up to a maximum of thirteen (13) weeks in any year during which they were entitled to a full weekly benefit under the Worker's compensation Act or the Group Insurance Plan described in Article 13. It is understood and agreed that no employee shall be entitled to such credit described above unless they shall have actually worked under this Agreement for a minimum period of thirteen (13) weeks during the year in which the absence occurred.
- 5.09 Full time employees may not perform work for the Employer during their vacation periods.

## **ARTICLE 6 - UNIFORMS**

The Employer shall furnish and pay for uniforms 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 and shall be returned to the Employer upon termination of employment. All uniform items, including shirts, shall be replaced on a one for one exchange basis as required. The Employer shall direct the appropriate code of uniform dress.

Coveralls will be provided in the garage when required. Rain gear will be provided when washing trucks.

The Employer agrees to provide a **Safety Footwear Allowance** to all full time employees by reimbursing up to \$120 every two (2) years. The employee must submit a receipt in order to be reimbursed. The **Safety Footwear** must be black, and in compliance with the Brink's Uniform and Appearance Policy. CIT employees may utilize 'tactical' style footwear that complies with the requirements herein. In order to be eligible for reimbursement, Inside

Operations full-time employees must have safety footwear that provides for CSA approved toe protection and complies with the requirements herein.

Effective Jan 1 2019, PT employees who have worked 1040 hours in the previous calendar year will be eligible for the same allowance and eligible again in 24 months thereafter provided they work 1040 hours each year.

#### **BULLET RESISTANT VESTS**

Effective August 1, 2019 and as part of the implementation of All-Off, All CIT (Armoured and ATM) employees will be provided with a bullet resistant vest at no cost to the employee. Company issued vests will be property of the Employer and returned when no longer required. A list of approved vests appears in N.I.J. standard 01.01.06. At the request of the employee, vests will be replaced upon expiration of the manufacturer's warranty. All vests purchased must have a minimum of a 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.

#### **ARTICLE 7 - SENIORITY**

- 7.01           a)     There shall be **three (3)** separate seniority lists as follows: **CIT Armoured/ATM** full time; **Cash Logistics/Money Room**; Part time.
- b)     Seniority for full-time employees shall be determined by **date of hire**.
- c)     Full time employees shall have seniority over Part time employees.
- d)     If a full time employee demotes themselves, they are **dovetailed** on the part time seniority list, based on their date of hire. If the Company demotes a full time, they go to the top of the Part time seniority list **for a maximum period of six (6) months then be dovetailed on the part-time list as per date of hire**.
- e)     Part time seniority is by the date the employee was hired including "Basic Blue". A lottery system shall be done to determine seniority order on each class during "Basic Blue" training.
- 7.02           Seniority shall be recognized for employees and shall prevail in the following respects:
1.     In the selection of vacation;
  2.     In the layoff and re-hiring of employees; provided the steward shall be deemed senior employee with respect to layoff;
  3.     In cases of promotions within a division any employee who has been promoted to a new classification shall carry his divisional seniority into said classification. In the event an employee, after sixty (60) days, does not meet the Employer's requirements for the new position, that employee shall be restored to his former position and retain his seniority.

4. In the event an employee is promoted to a non-bargaining unit position on the Employer's payroll, their seniority shall be protected for a trial period not to exceed six (6) months. This provision shall not be exercised more than once to any individual during the term of this agreement without written approval by both the Company and the Union.

**7.03**

Work assignments for part time employees will be scheduled from a bi-weekly part time availability list according to seniority provided employees are qualified to perform the work required. Availability must be provided by Monday 07:00. Once the final schedule is posted part time employees will not be eligible for any shifts that they have not declared availability for, unless the full time overtime availability list has been exhausted. Remaining shifts will be offered by divisional seniority. Part time employees will be required to submit the shifts 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.

Part time employees will be required to make themselves available for a minimum of **ten (10)** scheduled shifts per month as shown on the weekly schedule, should those shifts/work be available. Part time employees will be required to make themselves available a minimum of one (1) weekend per month (weekend being Saturday and Sunday). These shifts shall count towards the above noted minimum. If a part time employee fails to meet these availability requirements he/she will be formally advised to comply with the availability requirements within thirty (30) days, or face possible termination.

Employees will be required to perform all duties in the classifications.

The Employer will post the part time availability list.

**7.04**

Full-time employees who shall be laid off shall retain seniority and recall rights for a maximum period of one (1) year. Recall shall be by registered letter to the employee's last known address. Employees must report to work within seven (7) days after delivery of such letter. Employees who fail to report within seven (7) days shall lose seniority and recall rights.

**7.05**

Whenever hours of work per week equal to the weekly guarantee of hours provided for full-time employees (40 hours), as provided for under Article 3 shall be regularly available to part time employees within a division in excess of the regularly scheduled work then guaranteed to full-time employees, and exclusive of on call or relief for employees absent, on vacation, emergency relief, and holidays an additional employee shall be added to the list of full-time employees. Such vacancy will be posted and shall be filled in accordance with Article 7.02.

**7.06**

- a) 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 forty (40) hours of work shall not be regularly available to all the full-time employees, the junior full-time employee shall have the option to drop to **part time status** or take



layoff for a maximum period of twelve (12) months at which time he will lose his seniority.

- b) When a full-time employee opts "to drop" to **part time status** as described in 7.06 a) above, such employee shall be carried on the top of the **part time** seniority list (on the basis of their date of hire) for a **maximum period of six (6) months** and shall have the option by seniority to the next full-time or **temporary full-time** position. Should the most junior employee refuse a promotion to full-time or **temporary full-time**, said employee shall be removed from the top of the **part time** seniority list and placed where their date of hire will take them on the part time seniority list and subsequently the promotion will be offered to the part time employees in order of seniority. **Temporary full-time employees shall receive the full time rate of pay.**

- 7.07** In the event of a lay off, a full time employee with more full time seniority may elect to transfer divisions by displacing the most junior full time employee in that division assuming their schedule until the next bid and then exercise their full time seniority at that time. The most junior employee may then be laid off in accordance with Article 7.06. A reasonable time not to exceed thirty (30) days will be provided to such employee to prove his or her ability and qualifications necessary to satisfactorily perform all functions for the position sought. In the event a full time position becomes available in their former division within six (6) months of the transfer, the employee must return to their former division.

## **ARTICLE 8 - CHECK-OFF**

- 8.01** The Company agrees that it will deduct from the wages and or other monies payable to all employees subject to this Agreement, whether or not the employee is a member of the Union, the amount of regular monthly membership dues payable by a member of the Union. The amount shall be deducted from one pay each month and remitted monthly to the Union Secretary-Treasurer along with a list of the names of the employees, from whose wages the membership dues have been deducted.

Initiation fees will only be deducted upon presentation to the Company of a written authorization signed by the employee.

The Company also agrees to deduct other assessment charges as levied by the Union and so indicated on the monthly check-off list as provided by the Union to the Company.

## **ARTICLE 9 - DEFINITIONS**

- 9.01** Messenger - The Messenger is under the supervision of the Manager or his designate. The Messenger shall exercise immediate supervision over his crew for the full duration of the shift and ensure the crew performs their respective duties in a proper and secure manner with particular reference to security, customer service and productivity. The Messenger will be responsible for training. The Messenger will be required to perform



all the functions and duties of the remaining Classifications. The Messenger, amongst other duties, will be responsible for the pick-up and delivery of liability and the completion of all appropriate paperwork. The Messenger will be responsible for the safekeeping and security of all shipments taken into their custody.

- 9.02 Driver - The driver is under the supervision of the Manager or his designate and the Messenger/Crew Chief while working in a crew. The driver, amongst other duties, is responsible for safely operating the vehicle, monitoring radio transmission, completing all appropriate paperwork, observing safety and security procedures, training, and the housekeeping of the vehicle.
- 9.03 Guard - Is considered to be under the supervision of the Manager or his designate and the Messenger/Crew Chief while working on a crew. The guard, amongst other duties, is responsible for protecting company property and personnel.
- 9.04 Assistant-Cashier - Shall be a relief classification only to be applied in the event a truck employee is assigned to replace the assistant-cashier or cashier on duty and performs his functions. It shall not apply in the case when a truck employee merely assists the assistant-cashier or cashier on duty. Full-time employees may reject assignment to work in the assistant-cashier classification upon reasonable notice; **however**, the Employer reserves the right to assign the junior qualified full-time employees in the event insufficient employees voluntarily accept assignment to such work.
- 9.05 Premise (Turret) Guards Shall be those employees whose work for the Employer shall consist, amongst other duties, of being assigned to the Company premise for the purpose of protecting Company personnel and the shipments and property for which the Company is responsible.
- 9.06 ATM employees Shall be those employees whose work for the employer shall consist amongst other things of general maintenance and service of ATM units, replenishing of cash for ATM units, balancing ATM units relative to cash holdings, removing customer deposits from the ATM units, operating motor vehicles and providing necessary security in connection with the ATM operation. It is understood that the bank night depository work, as described below, falls in the category of ATM work.

Amongst other things, Night Depository Work consists of the picking up and signing for cash shipments from the bank cash center, carrying currency into the branch, servicing ATM 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.

- a) Crew Chief - The Crew Chief is under the supervision of the Manager or his designate. The Crew Chief shall be those employees who are assigned by the employer to an available position. The Crew Chief shall exercise immediate authority 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.

The Crew Chief will be required to carry combinations, access ATM and night Deposit Units and maintain dual custody as required. In addition to regular ATM duties, the Crew Chief may be responsible for training.

The Crew Chief will be required to perform all the functions and duties of the remaining ATM Classifications. The Crew Chief, amongst other duties, is responsible for signing for shipments received and for the safekeeping and security of all shipments taken into his/her custody. It will also be his/her responsibility to provide the office with the necessary paperwork which supports all the transactions performed during the shift.

- b) ATM Technician - Shall be those employees whose work for the Employer shall consist, amongst other things, carrying combinations, accessing ATM night deposit units, maintain dual custody as required while performing service work and other duties. On 3 person crews, in addition to the Manager or his designate, the ATM Technician reports to the Crew Chief where applicable.

When operating with only two (2) persons, the ATM Technician assumes, in addition, the duties defined under Driver.

- c) A/B Combination designation is deemed to be a qualification where required.

9.07

The Employer reserves the right to work employees interchangeably in any of the above classifications. However, any employee assigned to work in a higher classification shall be paid the hourly rate applicable to the higher classification, for all hours worked in such higher classification, and no employee shall suffer a reduction in his basic hourly wage rate by reason of his being assigned to work in a lower classification.

The employer will provide cross training, by seniority, where and when feasible, to better support those employees who may be required in other assignments. Employees being trained will be paid at the wage rate for the classification that they are being trained. **Where scheduled for training an employee is obligated to attend and complete the training program.**

**The Employer may also provide online training programs or modules where the subject matter is appropriate for online learning such as Health and Safety Committee Training or WHMIS. Employees who complete this online training at home will be paid at their current straight time hourly rate for the duration of run time required by the program. The company will pay additional time required to complete the online course if warranted. Employees may request to complete the training programs in the branch and will be paid at their current straight time rate.**

9.08

Cash Logistics Processor - The duties of the Cash Logistics Processor ("CLP") will amongst other things, consist of receiving, counting, validating, processing, balancing and dispatch (as applicable) of all deposit contents received from Financial Institution and commercial clients on the applicable operating platform/system in accordance with client and regulatory requirements. CLPs will also store, receive, count, validate, balance and prepare for dispatch (as applicable) all coin and currency ordered or

shipped by clients, as well as for ATM replenishment on the applicable operating platform/system in accordance with the client and regulatory requirements. They will also maintain all required work records and statistical data required by the operation, arrange bags, trays and cards, unwrap material boxes, hand trucks and other supplies, clean, adjust and maintain currency equipment.

- 9.09**        **The classifications in the All-Off crewing model are Messenger/Crew Chief and Driver/Guard. The duties are as set out above for each Messenger, Crew Chief, Driver and Guard and in the employee handbook.**

#### **ARTICLE 10 - SHOP STEWARDS**

**Two shop stewards and one (1) alternate shall be appointed by the Union whose duty it shall be to see that all members live up to the rules of the Employer and the Union. It is the intention of the Union to have one steward from the day shift and one from the night shift. The alternate shall act only in the absence of the shop steward. The steward and the alternate shall not be discriminated against in their employment because of performing the duties of their office.**

The stewards or their alternate may call for a Union representative by appointment as so required. In the event of a layoff, the steward shall be the last employee laid off; the alternate steward shall be the next to last employee laid off. Employees shall have the right to request the presence of the steward during any meeting with the Employer that concerns disciplinary action.

#### **ARTICLE 11 - GENERAL CONDITIONS OF EMPLOYMENT**

- 11.01**        **General** - All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual members of the Union which may be inconsistent with the terms of the Agreement.

- 11.02**        **Rules** - the employees agree to observe all rules and regulations of the Employer which may now be in force or which at any time hereafter may be promulgated and which shall not conflict with the terms of the Agreement. Failure to observe such rules and regulations may be deemed just cause for discipline up to and including termination.

A copy of said rules and regulations (and amendments) shall be supplied to the Union.

- 11.03**        Simple letter of warning, i.e., disciplinary letters 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 the employee's record after that date.

The exceptions to the above shall be issues that relate to discrimination or harassment.

The incident of same or similar conduct causing any suspension will not be taken into account to compound other disciplinary action taken against the employee if the incident is more than fourteen (14) months old.

11.04 **Lunch Period** - Employees shall be allowed one-half (½) hour each day for lunch to commence no earlier than three (3) hours after the start of a shift and no later than six (6) hours after the start of the shift. In the event an employee shall be required to remain in the armoured vehicle or on the Employer's premises during lunch or in a case when an employee is granted less than one-half (½) hour for lunch, such time shall be considered as time worked. **Each member of the crew shall take their lunch simultaneously.**

**Employees are entitled to two (2) fifteen (15) minute breaks during each shift scheduled for eight (8) hours or greater. Due to the nature of the secure transportation industry it is recognized that the taking of breaks can vary from day to day. Typically, the first break will be observed in the first half of the shift before lunch. The second break observed during the second half of the shift following lunch and before the last hour of the shift. Each member of the crew shall take their break simultaneously.**

**Employees scheduled thirteen (13) hours are entitled to an additional paid fifteen (15) minute break prior to the end of their shift.**

**For the sake of clarity, there will be no extra pay provided in the event an employee fails to observe his or her break/lunch unless approved by management.**

11.05 **Split Shifts** - No full-time employee shall be required to work split shifts without being compensated for the minimum guarantee on each such assignment.

11.06 **Assignments** - The Employer reserves the right to assign and direct the runs, crews and crew complements, subject to seniority provided the employees are qualified to perform the work required.

11.07 **Bereavement Leave** - Any full-time employee who shall suffer death in his current immediate family, that is: parents, spouse's parents, spouse, grandparents, children, brother, sister, brother-in-law, sister-in-law and grandchildren while actively working shall be granted three (3) days **bereavement leave within thirty (30) days** following the date of said death, **and shall be paid eight (8) hours or their equivalent on a modified work week, for each day of said leave on which he was scheduled to work.** For the purposes of this provision, the term "parents" shall be deemed to include stepparents. **Employees who are required to travel four hundred (400) kilometres or more round trip, to attend the funeral shall receive an additional two unpaid days for such travel if so requested.**

In the event a full-time employee shall suffer death of a brother-in-law or sister-in-law, the condition of this article will apply only if the employee attends the funeral.

In the event a full time employee shall suffer the death of an aunt or uncle he/she shall be granted a one day paid leave of absence to attend the funeral provided the employee attends the funeral and that it is held on a scheduled day of work for the employee.



Part time employees shall be paid bereavement leave as set out in the Canada Labour Code.

The Company shall assume reasonable costs associated with returning an employee to his/her home in the event he/she suffers a death in his/her current immediate family while out of town on an overnight assignment.

- 11.08 In the event an employee is required to attend for jury selection, serve on a jury or as a crown witness or witness for the employer, they shall be paid the difference between the jury fees or witness fees earned and their scheduled daily earnings, provided the employee shall make themselves available for work for the Employer on those days and at the time when they are not required to serve on the jury or serve as a witness. An employee shall provide the employer with confirmation from the court of the requirement to attend for jury selection and/or jury duty.
- 11.09 The Employer agrees to permit posting of any notices of Union meetings or functions on a bulletin board provided by the Employer, conspicuously placed and provided exclusively for that purpose provided they are authorized and signed by an officer of the Local Union and will be confined to official Union business.
- 11.10 In the event an employee shall be injured on the job and unable to continue work, they shall be paid for their scheduled hours of work that day. The employer shall make suitable arrangements for transporting the employee home in the event of an injury on route.
- An employee who has used personal funds to pay for expenses on behalf of the Employer shall be reimbursed (by cash or separate cheque) within five (5) business days of submitting the original itemized receipt.
- 11.11 Employees required to stay overnight at a location outside of Winnipeg shall be provided with clean, comfortable lodging, (single occupancy) and shall be paid **fifty one dollars (\$51.00) on January 1<sup>st</sup>, 2019 and increase one dollar (\$1.00) each January 1<sup>st</sup> thereafter**, for each night spent away.
- 11.12 The Employer shall determine the number of Class 3, Airbrake &/or DA licences required. Drivers and guards shall, in order of seniority, and to those part time employees who are meeting the availability requirements as outlined in 7.04 be offered the use of Employer's equipment to take the driving test, until a sufficient number of employees have qualified to meet the Employer's requirements. Further, employees that need to upgrade their licence and/or air brake endorsement to secure work available to them through seniority right shall be offered the use of the Employers equipment to take the driving test. Time spent taking this test shall be paid for at the employee's regular straight time rate.

**With respect to the airbrake endorsement, the Company will provide training materials and will reimburse the testing fees upon successful completion of the airbrake endorsement.**



All time required to obtain Government or Company required certificates or permits etc., (ie. carry permit, DA permit, driver medicals) shall be deemed hours worked and included in the daily/weekly hours of work total. Costs incurred for the certificates or permits etc. shall be paid by the Company.

Employees that request scheduling of said attendance outside normal working hours shall be paid at the straight time rate of pay and shall not be eligible for the minimum daily call in hours as described in Article 3. Said hours shall not be included in the weekly hours of work total.

**It is the employees' responsibility to maintain a valid Driver's License, PAL, and ATC (Authorization To Carry).**

**Failure to maintain and/or report any status changes of the above-noted permits and licences may result in discipline with just cause up to and including discharge. The Company may grant a Leave of Absence without pay up to twelve (12) months, or other accommodation until the required permits/licences are obtained.**

**In such cases the employee would be expected to re-qualify at the earliest possible opportunity. In this case, benefits will continue for a maximum of ninety (90) days.**

#### **Traffic Tickets**

**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 accordance with instructions from the Employer, the Employer shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Employer as soon as possible but no later than ninety-six (96) hours and if not so delivered, the employee may be subject to discipline with just cause.**

**Moving violations shall be the sole responsibility of the driver; i.e. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.**

**Employee shall advise the Employer immediately of any on-duty or off-duty tickets, charges, suspensions and/or convictions that may lead to any restriction of their current or anticipated requirements (i.e., PAL, ATC, Driver's License, airbrake endorsement, etc.). Failure to report a suspended, restricted or invalid licence may result in discipline with just cause.**

11.13

#### **Leave of Absence**

- a) Any employee desiring a leave of absence shall request written permission from the Employer. Such request shall be in writing stating the reason. If permission is granted, the Union shall be notified in writing by the Employer. Requests for a leave of absence will not be unreasonably withheld. The maximum leave of

absence shall be for thirty (30) days. During the period of such absence, any employee engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit their seniority rights and their name will be stricken from the seniority list and they will no longer be an employee of the Employer. A leave of absence will not be granted for the purpose of preparing for or seeking employment with any other Employer.

- b) Such leave of absence may be extended for an additional period of thirty (30) calendar days when approved by both the Employer and the Union in writing and seniority will accrue during such extension.
- c) Employees granted a Leave of Absence must return all uniform items and Company property to the Employer prior to taking such Leave.
- d) Vacation must be utilized and paid out, where available, prior to an unpaid personal leave on the basis of next scheduled vacation dates first.

#### **Compassionate Care Leave**

In the event that such Leave of Absence is for compassionate care leave reasons, such employee shall not be restricted to the time lines set forth above. The following will apply to compassionate Care Leave:

1. An employee will be allowed to be temporarily away from work for up to 28 weeks in a 52 week period, to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks
2. An employee must give the Employer written request for compassionate care leave, as soon as the employee is able in advance of the leave where practicable. The notice must contain reason(s) for the leave and the intended length of the leave. An employee must obtain and provide a medical certificate from a qualified medical practitioner, stating that the family member has a serious medical condition (not diagnosis) and as a result, there was a significant risk of death within 26 weeks.
3. A "family member" is an individual related to an employee whose relationship is described under the Employment Insurance program. The relationship can include, but not limited to, a spouse or common-law partner, a child, a parent or any other person who is prescribed under the Employment Insurance Act.
4. If the employee wishes to extend the length of the leave, another written notice must be provided to the employer as soon as the employee is able. Requests to extend Compassionate Care Leave will not be unreasonably denied, subject to the maximum 28 week period and the requirements of the Canada Labour Code.

- e) **In the event an employee must be absent from work for any reason (excluding holidays, vacations, or excused absences) they shall report the fact to management as soon as possible and within a minimum of two (2) hours advance notice of their starting time where practicable.**

11.14

It is understood and agreed that it is in the best interests 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 Manitoba. Failure to achieve these standards will result in loss of seniority and the employee will be given the option to accept layoff, resign or be reclassified to other duties if available. It is understood that said standards will also apply to the midyear qualification test.

In order to comply with the 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. All time spent at a qualifying shoot or re-qualifying shoot shall be paid at the applicable straight time hourly rate.

11.15

#### **MEDICAL EXAMINATIONS**

The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work, from a medical practitioner of the employee's choice, prior to the employees anticipated return to work date. In the event the medical practitioner is recommending the employee return to work under modified duties, the employee will be provided with a form upon which the doctor will outline only the physical and or psychological restrictions and not the diagnosis.

The Company where reasonable circumstances exist may require additional medical information. The employer will inform the employee of this reasonable need for additional information and allow the employee to respond with further information from the medical practitioner of the employee's choice. This additional medical information will also be limited to an outline of physical and or psychological restrictions and not the diagnosis.

In the event the Company where reasonable circumstances exist, requests an independent evaluation relating to the employee's fitness to return to work, the Company and the employee's doctor will select a medical practitioner who is capable of accurately determining the current physical and or psychological restrictions. The findings of the medical practitioner shall be final and binding. The medical practitioner will be advised that the medical information will be limited to an outline of physical and or psychological restrictions and not diagnosis.

The employer will review the restrictions identified by the medical practitioner along with the physical and psychological demands of the job to determine if a workplace accommodation is necessary and will make whatever arrangements are appropriate for such accommodation.



Employees will be compensated for all time lost at the employee's regular straight time rate, if they are not in receipt of STD/LTD or WCB, during the time required to obtain the medical information referred to in this clause.

If a medical examination is scheduled outside of the employee's normal working hours, the employees shall be paid for four (4) hours at the employees regular straight time rate of pay.

The cost of all Company requested medical information will be paid by the Company.

## **ARTICLE 12 - GRIEVANCE & ARBITRATION PROCEDURE**

- 12.01 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.
- 12.02 Any complaint or disagreement between the parties to this agreement which concerns the application, interpretation or the administration of the terms and provisions of this agreement shall be considered a grievance.
- 12.03 Any employee, the union or the Employer may present a grievance. Any party desiring to submit a grievance must commence the grievance procedure within five (5) days after the act which prompted such grievance or the date of discovery thereof. Any grievance commenced after such date shall be null and void.

The grievance procedure outlined herein shall be followed:

- STEP 1: The grievance shall first be taken up verbally by the employee with a designated management representative other than the Branch Manager. The employee may be accompanied by a shop steward. The Parties agree to use their best efforts to arrange to meet during regular working hours so that there is no additional cost to the employer. The management representative must respond within five (5) days. If the matter is not resolved, the grievance will be advanced to the next step.
- STEP 2: Within five (5) days of the management representative's response, the Union may submit a formal written grievance on the employee's behalf. Such grievance shall be issued by the Union office and be submitted to the Branch Manager or his designate, who shall discuss it with the union representative. The Branch Manager or his designate shall give a written answer to the grievance within ten (10) days of receiving the formal written grievance.

Any question or dispute or controversy that is not of the kind that is subject to Step 1 shall be initiated in writing by the grieving party at Step 2.

Once a formal written grievance has been submitted to the Branch Manager, all discussions in regard to resolving said grievance shall be with a Union Business Agent.

STEP 3: In the event the grievance is not settled in the manner set forth in Step 2, either party may request that it be submitted to an arbitrator in accordance with the procedures and conditions set for herein. Such request for arbitration must be made within ten (10) days after receipt of the Branch Manager's response at Step 2.

#### ARBITRATION

- i) The arbitrator shall be mutually agreed to by the parties within thirty (30) days of receiving a request to proceed to arbitration. If the parties cannot agree on an arbitrator within that time they may mutually agree to extend the time limit in writing or request the appointment of an arbitrator as per the *Canada Labor Code*.
- ii) No person involved either directly or indirectly in the controversy under consideration shall be an arbitrator.
- iii) Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall have no power to add to nor to subtract from nor to modify any of the terms of this Agreement or any agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this Agreement.
- iv) The expenses of the arbitrator shall be borne equally by the Employer and the Union.

12.04 It is intended that the time limits set forth in this article be strictly adhered to. Such time limits may be extended upon mutual agreement of the parties. For all of the above timelines, Saturdays, Sundays and holidays will not be considered as days.

12.05 In the event the employer's representative fails to give a written answer within the time limits as here-in above set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.

#### **ARTICLE 13 - HEALTH AND WELFARE PLAN**

The Employer shall provide the Prairie Teamsters Health and Welfare Plan to all full-time employees who are members of the Union and eligible dependents coming under the jurisdiction of this Agreement. The Employer shall contribute as per the below summary for each full-time employee. Any increase that exceeds five dollars (\$5.00) shall be paid by the employee through payroll deduction.



	<b>Employer Contribution</b>
<b>Date of Ratification – October 21, 2018</b>	<b>\$306.37</b>
<b>January 1, 2020</b>	<b>\$311.37</b>
<b>January 1, 2021</b>	<b>\$316.37</b>
<b>January 1, 2022</b>	<b>\$321.37</b>

- 13.01 It is understood that only full time employees will be considered eligible employees.
- 13.02 Any employee or member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan on the first (1st) day of the month immediately following thirty (30) calendar days from the date of employment with the Employer.
- Full time employees shall join the Plan on the 1<sup>st</sup> of the month following being designated as a Full time.
- 13.03 It will be the responsibility of the Employer to ensure that all eligible employees are enrolled in the Health and Welfare Plan and for making remittances on their behalf. Failure of the Employer to enroll employees, forward completed forms and/or remit premiums on the due date (the tenth (10th) day of each month) to the trustee will cause the Employer to be liable for any claims arising thereof.
- 13.04 It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer.
- 13.05 The Employer shall remit the premiums to the administrator, as designated by the trustees of the Health and Welfare Plan. It shall be the trustees' responsibility, after receipt of the premiums, to distribute same to applicable carriers.
- 13.06 Eligible employees shall be provided with medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medicare in the province in which the employee is domiciled.
- The cost of such Medicare shall be borne by the Employer.
- 13.07 The Employer shall continue to make contributions for benefits on behalf of employees who are absent from work due to an illness, injury, accident or on an authorized leave of absence for a maximum period of fifty-two (52) weeks or a longer period if required by legislation.

## **ARTICLE 14 - PENSION**

14.01 The Employer shall pay the employees' contribution required under the Canada Pension Plan for full-time employees.

14.02 **Teamster Prairie Provinces Pension Plan (hereinafter referred to as T4P)**

Effective January 1, 2014 the Union and the Company agree that the present Brinks Canada Pension Plan shall cease for employees covered by this Collective Agreement and all pension earnings up to that date shall be maintained for any such employee part of the pension plan up to December 31, 2013 unreduced.

Effective January 1, 2014 all regular full time and eligible part time employees of Brinks Canada Limited on that date shall be enrolled in the **T4P**.

Part time eligibility: All part time employees currently in the Brinks Canada Pension Plan shall continue their eligibility on and after January 1, 2014. Part time employees not enrolled shall become eligible and be enrolled after they have been employed for 24 months.

**Part-time employees hired following ratification shall become eligible and be enrolled after they have been employed for 24 months and have met thirty-five percent (35%) of the YMPE within two (2) consecutive calendar years.**

Full time employees hired as full time or moving from part time to full time status after January 1, 2014 shall be enrolled in the **T4P** upon completion of twelve (12) months of employment on the first day of the month immediately following said twelve (12) months of employment. Employment is defined as the employee's date of hire.

### **Section 1**

Effective January 1, 2014 the Company agrees to convert to the **T4P**, providing the Company is not held responsible for funding beyond the contribution levels stipulated below.

Pension contributions shall be made for all hours for which wages are payable, (e.g. regular hours, overtime hours, vacation hours, General Holidays, paid sick leave, etc.)

- a) The Company will contribute two dollars and seventy-one cents (\$2.71) per hour for all hours for which wages are payable as of the first of the month of employment, to the **T4P**. **This amount will increase by ten cents (\$0.10) per year every September 21, for the duration of the contract.**

## Section 2

All contributions and remittances that are referred to in Section 1 above shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that month to which the refer, together with a form, supplied to the Company by the Union, which shall provide full instructions

## Section 3

Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

- a) The Union will advise the Company, in writing, of any delinquency
- b) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds
- c) In the case of failure of the Company to contribute into the funds on the due date, the Trustees, in their joints manes, may take legal action against the Company for the recovery of the amount due.

14.03      **With respect to employees formerly enrolled in the Retirement Plan for the Brink's Group Companies in Canada, the employer will continue to issue yearly pension statements as soon as proper calculations have been completed.**

## **ARTICLE 15 - EQUIPMENT**

- 15.01      It shall be the duty of the employee 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 a safe operating condition.
- 15.02      It is agreed, between the Employer and the Union having regard for safety of drivers' health factor, that all armoured trucks shall have adequate heaters, windshield wipers and washers, and an adequate number of fans in good condition to circulate air properly in the trucks.
- 15.03      It is mutually agreed that a form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that one can be available for the driver and so that the office of the Employer will have a copy of this report on file. This report form, when completed, will be signed by the mechanic. A copy of the maintenance log shall be kept in the truck for drivers to review before driving.

- 15.04 The Employer shall not ask or compel any driver to operate a vehicle which is not in safe condition or equipped with the safety appliances 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 condition, such employee shall request that a supervisor confirm this. If the supervisor confirms, then the fault shall be repaired immediately or the unit red-tagged and kept out of service until such fault is repaired. In the event, the supervisor does not confirm the employee's determination; he shall do so in writing with a copy to the employee. The Health & Safety co-chairs will be notified of any refusals and advised of all actions taken to resolve said issue(s).
- 15.05 All vehicles assigned to the Winnipeg branch shall be equipped with shock absorber seats and shall be air conditioned.
- 15.06 The Employer shall have vehicle interiors cleaned semi-annually, in March/April and September/October and it shall be the crews responsibility to maintain the cleanliness of the trucks daily. The Brink's No Smoking Policy and any municipal No Smoking by-laws will be strictly enforced and violators will be subject to discipline.

#### **ARTICLE 16 - SICK LEAVE**

- 16.01 Full time employees who shall be unable to work due to non service connected sickness or injury shall be granted sick leave for each scheduled day of work on which the employee shall be unable to work to the maximum amount of forty eight (48) hours or sixty (60) hours if on a 4x10 modified work schedule or seventy-eight (78) hours if on a 3 X 13 modified work schedule in any calendar year subject to the following conditions:

Payment shall commence on the first day of absence and shall continue up to the date on which welfare benefits become payable to the employee provided the employee has remaining sick pay hours. Unused sick leave hours from the current year, remaining at December 15 will be paid out on the first pay period in January.

It is understood and agreed that the Employer reserves the right to require written medical proof of the illness for which payment is claimed and that any proven abuse of the foregoing by an employee including the filing of false claims for sick leave payments, shall constitute just cause for disciplinary action, including discharge. An employee may make use of sick leave to attend to medical/dental appointments with a minimum of one (1) week's notification to the Employer. The Company acknowledges that employees may be absent to attend to legitimate family member illnesses and will not challenge the use of sick leave on these occasions. In the event sick leave shall be exhausted and an employee's absence continues into the following year, they shall not be eligible for additional sick leave until after they have returned to work for a minimum period of one (1) week.

The Union will advise the Employer of any changes to the existing waiting period for eligible employees covered under the Union Health and Welfare Plan.



- 16.02 Employees newly hired as, or promoted to full time status shall accumulate sick leave at the rate of four (4) hours or five (5) hours per month if on a modified work schedule in which they work a minimum of fifteen (15) days to a maximum of forty-eight (48) hours or sixty (60) hours if on a modified work schedule per year.

## **ARTICLE 17 - BID RUNS**

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

- 17.01 In January and July, **or as otherwise agreed upon between the parties**, the Employer shall post a schedule of runs and assignments to take effect in the first pay period of February and August respectively **or as otherwise agreed upon between the parties**. 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. Employees in order of seniority shall choose a full time block of work to perform for the duration of the bid period.

**In order to be eligible to bid, an employee who is off work on an authorized medical leave at the time of the bid must provide a medical note with an anticipated return to work date that is within the first three (3) months of bid implementation. If no medical note is provided the employee would be assigned the most junior block of work they are qualified to perform. Until the employee's return to work, their bidded position would then be covered as per Article 17.07.**

- 17.02 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.

The Employer shall also provide an opportunity for employees to ask questions regarding the schedule and the bid process.

- 17.03 Approximately two (2) weeks after the posting of such schedule, those employees eligible to bid will be contacted between the posted times to bid for their weekly schedules. Such bidding shall be in order of division seniority and classification. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule.

- 17.04 On the two (2) scheduled bid days, eligible full-time employees will be called in fifteen (15) minute time slots in order of their divisional seniority so they may bid for the weekly block assignment of their choice. A Business Agent may be present during the bid process. If an employee shall fail or refuse to make any bid within the time limit allowed, 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 or failing/refusing to bid in the time allowed shall result in that employee being assigned to the remaining weekly blocks.

17.05 Employees shall be assigned to their selected weekly block schedules on the first pay period of February and August respectively **or on the first pay period of the new bid as mutually agreed to.** Once an employee has been assigned to a weekly block of runs, such employee will remain on such block until the next general bid.

17.06 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, for just cause. 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 and removing stops, changing starting times, merging, consolidating, eliminating and adding runs.

When the Employer merges, revises, or eliminates bid runs to the degree that start times change by more than two (2) hours or scheduled days of work are changed, the affected employees shall have the right to accept the new run(s) by seniority or be entitled by seniority to displace a junior employee on a bid run within their division. Those employees displaced shall have the same opportunity to displace a junior employee on a bid run. This shall continue until Article 7.07 applies. Should there be less than sixty (60) days remaining in the bid, the above provisions will not apply.

17.07 Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:

1. 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.
2. Vacancies on Bid runs for a period of one (1) week due to vacations or extended absenteeism will be filled in by seniority, as a "one time" bump.

**Vacancies on Bid runs for a period of two (2) weeks or more due to extended absenteeism will be filled in by seniority, as a two bump.** The open position created by the bumps may be posted as **temporary full time position (full-time wage rate no benefits)** or will be filled by Part time employees as available.

The employer will post any **remaining** non-vacation related vacancies within one week of the employer becoming aware of the extended absence **as a temporary full time position (full-time wage rate no benefits).**



- 17.08 During those weeks in which holidays occur, runs and employee assignments may be adjusted to accommodate necessary changes of operation.
- 17.09 Employees must be qualified and capable to perform all duties required on the weekly schedule in which they bid.

#### **ARTICLE 18 - NO STRIKES OR LOCKOUT**

- 18.00 During the life of this Agreement there will be no lockout by the Company or any strike, sit down, slowdown or work stoppage or suspension of work whether complete or partial for any reason by the Union.

It shall not be a violation of the Agreement or cause for any disciplinary action or discharge of any employee in the performance of his duties to refuse to cross a legal picket line. This provision shall also apply to a secondary picket line, or information picket line, provided the Union provides the employer with prior notice of its intent to honor such a secondary picket line, or information picket line.

#### **ARTICLE 19 - WAGE RATES**

The hourly wage rates to be paid during the term of this Agreement for employees in various classifications are set out in Appendix "A".

#### **ARTICLE 20 – EMPLOYMENT EQUITY COMMITTEE**

A Joint Employment Equity Committee shall be created to address issues related to employment equity affecting employees in Manitoba. 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.

#### **ARTICLE 21 - TERM OF AGREEMENT**

The term of this Agreement shall become effective as of September 21, 2018, and shall continue in full force and effect up to and including September 20, 2022, and from year to year thereafter unless terminated by either party hereto giving written notice of intention to do so at least sixty (60) days prior to the above-mentioned termination date or any anniversary thereof.

In witness whereof the parties hereto have caused this agreement to be executed and subscribed by their duly authorized representatives this 2nd day of July, 2019.

**BRINK'S CANADA LIMITED**

  
Lance King

**TEAMSTERS LOCAL UNION 979**

  
Les Kauk  
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## APPENDIX "A"

Classification								
	Current	Sept.21, 2018	Sept.21, 2019	Mar.21, 2020	Sept.21, 2020	Mar.21, 2021	Sept.21, 2021	Mar.21, 2022
<b><u>CIT Armoured/ATM Classifications</u></b>								
<b>Full Time</b>								
Assistant Cashier/ Messenger/Crew Chief	\$24.01	\$24.01	\$24.26	\$24.51	\$24.76	\$25.01	\$25.31	\$25.61
Driver/Guard	\$23.79	\$23.79	\$24.04	\$24.29	\$24.54	\$24.79	\$25.09	\$25.39
Guard/Premise(Turret)/ Technician	\$22.26	\$22.26	\$22.51	\$22.76	\$23.01	\$23.26	\$23.56	\$23.86
<b>All-Off Messenger/Crew Chief</b>		\$24.01	\$24.26	\$24.51	\$24.76	\$25.01	\$25.31	\$25.61
<b>All-Off Driver/Guard</b>		\$24.01	\$24.26	\$24.51	\$24.76	\$25.01	\$25.31	\$25.61
<b>Part Time</b>								
Assistant Cashier/ Messenger/Crew Chief	\$22.71	\$22.71	\$22.96	\$23.21	\$23.46	\$23.71	\$24.01	\$24.31
Driver/Guard/Premise(Turret) /Technician	\$18.81	\$18.81	\$19.06	\$19.31	\$19.56	\$19.81	\$20.11	\$20.41
<b>All-Off Messenger/Crew Chief</b>		\$22.71	\$22.96	\$23.21	\$23.46	\$23.71	\$24.01	\$24.31
<b>All-Off Driver/Guard</b>		\$19.28	\$20.50	\$20.75	\$21.47	\$21.72	\$22.51	\$22.81
<b>Money Room</b>								
Full time Clerk	\$19.55	\$19.55	\$19.80	\$20.05	\$20.30	\$20.55	\$20.85	\$21.15
Clerk	\$18.55	\$18.55	\$18.80	\$19.05	\$19.30	\$19.55	\$19.85	\$20.15

### **Lump Sum Payments – within thirty (30) days post ratification**

**Active Full-time employees - \$1000**

**Active Part-time employees - \$500 (must have worked 100 hours within three (3) months prior to ratification)**

### **Night Shift Premium**

**For all shifts crossing over midnight, a night shift premium per hour worked at the rate of \$0.25 and increasing to \$0.30 in year 4.**

### **All-Off Premium**

**\$1.00/hour worked on All-Off runs.**



## LETTER OF UNDERSTANDING NO. 1

**BETWEEN:**

**BRINK'S CANADA LIMITED  
-and-**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

### **RE: JOINT ACTION COMMITTEE**

The Company and the Union agree to establish a Joint Action Committee (Labour Management Committee) to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to discuss issues of run efficiencies, customer concerns and other areas of mutual interest. It is understood that this committee will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee.

The Joint Action Committee will review existing runs to consider if work can be reasonably structured to create forty (40) hour blocks of full time work in a single division, subject to run efficiency, customer needs and security being met.

To achieve this committee shall be provided with meaningful information to complete the task and shall consider the possibility of consolidation of runs or other changes.

When it can be demonstrated that an additional forty (40) hour block of work is regularly available exclusive of relief for employees absent, on vacation, emergency relief, holiday and Special Work, then the committee will recommend an additional block of work may be created and offered to part time employee in a single division for reclassification to full time.

The Joint Action Committee will meet once every six (6) months prior to the semi-annual bid, or on request if there has been a significant change in work volumes.


The Joint Action Committee shall include the local management and two (2) shop stewards, a representative of the Local Union may attend as he/she deems necessary.

In the event there is a disagreement in the findings of the Joint Action Committee, the dispute may be submitted to the Grievance Procedure.

The parties agree to alternate the recording and production of minutes. Such minutes will be approved and signed by the respective representatives and posted in the workplace

**BRINK'S CANADA LIMITED**

**TEAMSTERS LOCAL UNION 979**

  
Lance King

  
Les Kauk

## LETTER OF UNDERSTANDING NO. 2

**BETWEEN:**

**BRINK'S CANADA LIMITED**

**-and-**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

### **RE: BLENDING OF SERVICES**

Pursuant to discussions during collective bargaining in 2018, the parties have agreed to the following:

Where the Employer blends services, the following criteria shall apply:

1. Based on customer requirements, operational needs and Article 2 of the Collective Agreement, the Employer may blend Armoured and ATM work onto runs to improve the overall efficiency of the operation.
2. There will be no limitation on the number of runs that may be blended.
3. For blended runs consisting of two (2) persons, the crew will consist of a Messenger/Crew Chief, and Driver/Guard.
4. **Where operationally required**, for blended runs consisting of three (3) persons, the crew will consist of (i) Messenger or Crew Chief, (ii) Driver/Guard, and (iii) Guard.
5. It is acknowledged that the blending of runs may result in a reduction of Full Time or Part Time positions. If such a reduction occurs, then the most junior employee on the Full-time seniority list regardless of Division (based on hire date) shall be moved to the Part-time seniority list based on Article 7.06.
6. Any disagreement between the Parties regarding the interpretation or implementation of this Letter shall be subject to the grievance procedure set out in Article 12 of the Agreement.

**BRINK'S CANADA LIMITED**

**TEAMSTERS LOCAL UNION 979**

  
Lance King

  
Les Kauk



**Letter of Understanding No. 3**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: ALL-OFF**

**WHEREAS** the Employer since the fall of 2015 has implemented the All-Off crewing model at various branches throughout the country;

**AND WHEREAS** during the course of bargaining the Parties have discussed the declining business and competitive market conditions in the armoured car industry and the need to remain competitive while maintaining a safe workplace;

**The Parties agree to the following:**

**[1] The Parties recognize that over the course of this agreement in order to remain competitive, crewing model changes will take place as discussed during bargaining and consultations with the National Health and Safety Policy Committee;**

**[2] The Employer will communicate to the Union the anticipated roll out of the All-Off crewing model changes for this bargaining unit;**

**[3] All-Off Crew members will be paid \$1.00 premium/hour worked on All-Off Runs. Vests will be provided by the Employer at no cost to the employee. Additionally, wearing the required bullet resistant vests will be mandatory;**

**[4] The Parties will meet to discuss ways of mitigating any layoffs that may result from the implementation of All-Off.**

**[5] Where an All-Off configured vehicle is not available for an ATM All-Off run, the Employer will utilize a three (3) person crew.**

**[6] A list of procedures of policies and procedures is available to employees and the Union upon request.**

**BRINK'S CANADA LIMITED**

**TEAMSTERS LOCAL UNION 979**

  
Lance King

  
Les Kauk

**Letter of Understanding No. 4**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: PART-TIME – GENERAL, AVAILABILITY, BIDS & SCHEDULING**

**General**

1. Part-time employees will be required to perform all duties in the classifications.
2. When scheduled, part time employees will be expected to complete all assigned shifts. Failure to complete assigned shifts without authorization may result in discipline with just cause.

The Employer and Union will meet to discuss the content of the part-time bids at Joint Action Committee meetings including the construction of part-time bid. The meeting will be held at least two weeks in advance of the bids,

**Part-Time Bids**

3. Part-Time bids will be held every three (3) months and will be based on seniority by date of hire. All part-time shifts are made up of hours that could not be scheduled into full-time bid blocks or full-time temporary positions including but not limited to:
  - Recurring open shifts;
  - Available vacation relief;
  - Special work (e.g. jewelry show, events, ATM Machine movements, installs);

In the event the bidded shifts become unavailable after the bid (e.g. absent full time employee returns from medical leave or full-time bump into vacation coverage as per Article 17.07), the employee will be removed from the shifts and will be scheduled in accordance with Article 7.03 of the Collective Agreement.

4. The Company will post all available work as set out in paragraph 3 above.
5. Part-time employees will bid by seniority up to 40 hour weekly. The Bid will be posted one (1) week in advance for viewing with selections taking place the following week in the same manner as the full-time bid.



- a. Part-time employees will bid by seniority and be able to select desired shifts.
  - b. Any work that remains after the bids will be scheduled in accordance with the collective agreement.
6. In the event that an employee can no longer commit to their bid, the employee is required to provide two (2) week's written notice to be removed from their part-time bid position. Upon receipt of this request, those bid hours may go up for bid. In the event that said hours have not been used to fulfill all existing bids, the remaining hours shall revert to the part-time pool.
7. Where the bidded shifts already result in ten (10) shifts monthly the employee is not required to provide additional availability.

**[include in Collective Agreement at Article 7.03] - After Schedule Is Posted**

8. Remaining work assignments for part time employees will be scheduled from a bi-weekly part time availability list according to seniority provided employees are qualified to perform the work required.
9. Remaining shifts including those resulting after the schedule is posted will be offered to part-time employees by seniority and availability. Part time employees will be required to submit the shifts 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.
10. Where the Employer needs to cover vacancies of work that become available to Part Time employees after the schedule is posted, the following criteria shall apply:
  - a. Vacancies that become available twenty-four (24) hours or more prior to the start time of the shift will be offered by seniority as a "one time" bump to all scheduled part time employees who were scheduled to shifts with anticipated lower earning power as per their availability.
  - b. The open position created by the bump will be offered by seniority to Part time employees not scheduled to a shift as per their availability.
  - c. Vacancies that become available less than twenty-four (24) hours prior to the commencement of the shift will be offered by seniority to Part time employees not scheduled to a shift as per their availability.
11. This Letter of Understanding shall be effective for a period of three (3) part-time bids unless renewed by mutual agreement of the Parties.

**BRINK'S CANADA LIMITED**

**TEAMSTERS LOCAL UNION 979**

  
Lance King

  
Les Kauk  
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**COMPANY FINAL OFFER**  
**February 16<sup>TH</sup>, 2023**

BETWEEN:

**BRINK'S CANADA LIMITED**

(Hereinafter referred to as the "Employer")

And

**GENERAL TEAMSTERS LOCAL UNION 979**

Affiliated with the International Brotherhood of Teamsters and Teamsters Canada

(Hereinafter referred to as the "Union")

**Unless amended by this memorandum agreement, the current collective agreement will remain as written including all appendices and Letters of Understanding. All other proposals tabled by either party are hereby withdrawn on a without prejudice or precedent basis.**

**Subject to errors and omissions**

**SIGNED THIS 2nd DAY OF March, 2023**



**Lance King**  
**Manager Labour Relations & Safety**

### **ARTICLE 3 - HOURS OF WORK**

- 3.01           b)     The Employer may establish forty (40) hour guaranteed modified work week schedules of ten (10) hour assignments on four consecutive days. By mutual agreement the Employer may establish thirteen (13) hour assignments distributed over a three (3) day work week.

For the Thunder Bay run the forty (40) hour guarantee shall be scheduled as a modified work week and worked in three (3) regularly scheduled thirteen (13) hour shifts distributed over a three (3) day work week. however, if due to loss of business the run may be modified or eliminated.

Overtime shall be paid on a daily basis upon completion of the scheduled hours as described above or on a weekly basis, whichever is greater but not for both.

Modified work schedules other than those described above may be established by the employer from time to time upon mutual agreement between the Employer and the Union, the terms of which shall be recorded in a Letter of Understanding.

Where a part-time employee is scheduled eight (8), ten (10), or thirteen (13) hour shifts on a full block of work (e.g. 40 hours per week), overtime will be paid in excess of eight (8), ten (10), or thirteen (13) hour per day.

**Following ratification, the Parties may meet to discuss establishing hybrid work weeks (e.g. shifts 10, 12, 8, 10). The Parties may consider agreeing to this in situations where a full-time position is created or preserved that would not otherwise be available. Preference will always go to creating traditional blocks of work (i.e. 5 by 8, 4 by 10, 3 by 13) where such blocks are possible. Implementation of a hybrid work week will only be by mutual agreement between the company and the union.**

- 3.06           The normal pay period shall commence on Sunday and run through the following Saturday. Payment shall be on a weekly basis by direct deposit. The Employer agrees to deposit by direct deposit specified amounts each pay period from the wages of the employees. Amounts so deposited will be remitted to designated approved financial institutions. Employees will be entitled to a maximum of 2 accounts in total. Only 2 changes in accounts in total will be permitted in one year.

Payday shall be normally on Thursday except in cases when a statutory holiday stipulated in Article 4.01 occurs during that week, in which case payday shall be Friday.

**Any shortages or errors in pay brought forward by the employee before the payroll deadline will be paid on the next pay deposit via direct deposit. Any erroneous overpayments will be repaid via offset from future payroll deposits by a reasonable repayment schedule to be discussed and agreed upon with the impacted employee(s), and the Employer. Employee may request union representation. Any repayment will be recorded on a separate line on the pay stub. Payroll deadline to be posted by the employer.**

Employees may opt to receive Paystub information electronically. The employer will continue to provide a paper paystub to employees. Employees hired after the date of ratification will automatically receive electronic paystubs.

#### **ARTICLE 4 - DESIGNATED HOLIDAYS**

4.01 The following days are hereby designated as holidays under this Agreement:

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	
<b>Truth and Reconciliation Day</b>		

and any day that is designated as a holiday by a Federal or ~~Manitoba Provincial~~ Order-in-Council, or such other days as may be observed in lieu thereof.

All work performed on Christmas Day (December 25<sup>th</sup>) shall be at two (2) times the regular rate of pay for all hours worked.

#### **ARTICLE 5 - VACATIONS**

5.01 Any full-time employee who has completed one (1) year but less than five (5) years of service prior to December 31st shall be granted two (2) weeks vacation with pay.

Any such employee having completed five (5) years but less than ~~eleven (11)~~ **ten (10)** years of service prior to December 31st, shall be granted three (3) weeks vacation with pay.

Any such employee having completed ~~eleven (11)~~ **ten (10)** years but less than eighteen (18) years of service prior to December 31st, shall be granted four (4) weeks of vacation with pay.

Any such employee having completed eighteen (18) years or more of service prior to December 31st, shall be granted five (5) weeks vacation with pay.

Employees shall be allowed to take all weeks of vacation he is entitled to at one time during the vacation period.

Employees may take one (1) week of vacation in single or multiple days, provided however when considering vacation requests at the time of the vacation planner is finalized, vacation preference will be given to full weeks of vacation prior to other single or multiple days of vacation which are less than a full week. More than one week of vacation may be used as single or multiple days by mutual agreement between the parties.



In order for employees to select single or multiple days after the vacation planner has been finalized, the employee must notify the Employer a minimum of two (2) weeks in advance of the date(s) requested, the two (2) week requirement may be waived at the discretion of the Employer where operationally possible.

The Employer will provide a written response within one (1) week of receiving the employees written request for time off.

- 5.06 The Employer agrees to allow up to 15% of its full-time employees to be absent due to vacation or a day in lieu at any period of time. A minimum of ~~five (5)~~ **four (4)** employees may be absent due to vacation or a day in lieu during any one (1) period. During the period from the second Saturday in December to the first Sunday in January a maximum of four (4) full-time employees may be absent due to vacation or a day in lieu during anyone one (1) period. In the event the combined number of full-time employees shall be reduced to twelve (12) or less due to reduced work requirements of the Employer, the Employer shall allow a maximum of two (2) employees absent due to vacation or a day in lieu during any one (1) period.

#### **ARTICLE 6 - UNIFORMS**

The Employer shall furnish and pay for uniforms 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 and shall be returned to the Employer upon termination of employment. All uniform items, including shirts, shall be replaced on a one for one exchange basis as required. The Employer shall direct the appropriate code of uniform dress.

Coveralls will be provided in the garage when required. Rain gear will be provided when washing trucks.

The Employer agrees to provide a Safety Footwear Allowance to all full-time employees by reimbursing up to ~~\$420~~ **\$100.00** every ~~two (2) years~~ **year**. The employee must submit a receipt ~~in order~~ to be reimbursed. **Employees who have not used their full annual entitlement in a calendar year may carry forward the unused portion into the following year. Any unused amounts will only be valid for one (1) calendar year and may not be carried forward indefinitely.**

The Safety Footwear must be black, and in compliance with the Brink's Uniform and Appearance Policy. CIT employees may utilize 'tactical' style footwear that complies with the requirements herein. ~~In order~~ To be eligible for reimbursement, Inside Operations full-time employees must have safety footwear that provides for CSA approved toe protection and complies with the requirements herein.

Effective Jan 1 2019, PT employees who have worked 1040 hours in the previous calendar year will be eligible for the same allowance and eligible again in 24 ~~12~~ months thereafter provided they work 1040 hours each year. **Part-time employees who have not used their full annual entitlement in a calendar year may carry forward the unused portion into the following year. Any unused amounts will only be valid for one (1) calendar year and may not be carried forward indefinitely.**

**BULLET RESISTANT VESTS**

Effective August 1, 2019 and as part of the implementation of All-Off, All CIT (Armoured and ATM) employees will be provided with a bullet resistant vest at no cost to the employee. Company issued vests will be property of the Employer and returned when no longer required. A list of approved vests appears in N.I.J. standard 01.01.06. At the request of the employee, vests will be replaced upon expiration of the manufacturer's warranty. All vests purchased must have a minimum of a 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.

**Response to discussion item (not to be included in CBA). Employer will replace damaged vest carriers as needed.**

## **ARTICLE 7 – SENIORITY**

**7.03** Work assignments for part time employees will be scheduled from a bi-weekly part time availability list according to seniority provided employees are qualified to perform the work required. Availability must be provided by Monday 07:00. Once the final schedule is posted part time employees will not be eligible for any shifts that they have not declared availability for, unless the full time overtime availability list has been exhausted. Remaining shifts will be offered by divisional seniority. Part time employees will be required to submit the shifts 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.

**Where the Employer needs to cover vacancies of work that become available to Part Time employees after the schedule is posted, the following criteria shall apply:**

- a. **Vacancies that become available twenty-four (24) hours or more prior to the start time of the shift will be offered by seniority as a “one time” bump to all scheduled part time employees who were scheduled to shifts with anticipated lower earning power as per their availability.**
- b. **The open position created by the bump will be offered by seniority to Part time employees not scheduled to a shift as per their availability.**
- c. **Vacancies that become available less than twenty-four (24) hours prior to the commencement of the shift will be offered by seniority to Part time employees not scheduled to a shift as per their availability.**

Part time employees will be required to make themselves available for a minimum of ten (10) scheduled shifts per month as shown on the weekly schedule, should those shifts/work be available. Part time employees will be required to make themselves available a minimum of one (1) weekend per month (weekend being Saturday and Sunday). **For the sake of clarity, “shown on the weekly schedule” means shifts that are available when there are runs scheduled.** These shifts shall count towards the above noted minimum. If a part

time employee fails to meet these availability requirements he/she will be formally advised to comply with the availability requirements within thirty (30) days, or face possible termination.

**Part time employee may provide a maximum number of shifts they want to be scheduled to work in each week as long as junior qualified employees are available to be scheduled to the shifts.**

Employees will be required to perform all duties in the classifications.

The Employer will post the part time availability list.

**7.07**

In the event of a lay off, a full time employee with more full time seniority may elect to transfer divisions by displacing the most junior full time employee in that division assuming their schedule until the next bid and then exercise their full time seniority at that time. The most junior employee may then be laid off in accordance with Article 7.06. A reasonable time not to exceed thirty (30) days will be provided to such employee to prove his or her ability and qualifications necessary to satisfactorily perform all functions for the position sought. In the event a full time position becomes available in their former division within six (6) months of the transfer, the employee must return to their former division.

#### **ARTICLE 8 - CHECK-OFF**

**8.01**

The Company agrees that it will deduct from the wages and or other monies payable to all employees subject to this Agreement, whether or not the employee is a member of the Union, the amount of regular monthly membership dues payable by a member of the Union. The amount shall be deducted from one pay each month and remitted monthly to the Union Secretary-Treasurer along with a list of the names of the employees, from whose wages the membership dues have been deducted.

Initiation fees will only be deducted upon presentation to the Company of a written authorization signed by the employee.

The Company also agrees to deduct other assessment charges as levied by the Union and so indicated on the monthly check-off list as provided by the Union to the Company.

**All remittances will be Electronic Funds Transfer.**

#### **ARTICLE 11 - GENERAL CONDITIONS OF EMPLOYMENT**

**11.07**

**Bereavement Leave** - Any full-time employee who shall suffer death in his current immediate family, that is: parents, spouse's parents, spouse, grandparents, children, brother, sister, brother-in-law, sister-in-law and grandchildren while actively working shall be granted three (3) days **5 days** bereavement leave within thirty (30) days following the date of said death, and shall be paid eight (8) hours



or their equivalent on a modified work week, for each day of said leave on which he was scheduled to work. **Employees who are actively working and suffer a death in their family of the following: spouse's-parents, grandparents, sister-in-law, brother-in-law shall be entitled to three (3) days bereavement leave within thirty (30) days following the date of said death, and shall be paid eight (8) hours or their equivalent on a modified work week, for each day of said leave on which he was scheduled to work.** For the purposes of this provision, the term "parents" shall be deemed to include stepparents. Employees who are required to travel four hundred (400) kilometres or more round trip, to attend the funeral shall receive an additional two unpaid days for such travel if so requested

In the event a full-time employee shall suffer death of a brother-in-law or sister-in-law, the condition of this article will apply only if the employee attends the funeral.

In the event a full time employee shall suffer the death of an aunt or uncle he/she shall be granted a one day paid leave of absence to attend the funeral provided the employee attends the funeral and that it is held on a scheduled day of work for the employee.

Part time employees shall be paid bereavement leave as set out in the Canada Labour Code.

The Company shall assume reasonable costs associated with returning an employee to his/her home in the event he/she suffers a death in his/her current immediate family while out of town on an overnight assignment.

- 11.11 Employees required to stay overnight at a location outside of Winnipeg shall be provided with clean, comfortable lodging, (single occupancy) and shall be paid ~~fifty-one dollars (\$51.00)~~ **(\$55) fifty-five dollars** on ~~January 1<sup>st</sup>, 2019~~ **January 1<sup>st</sup>, 2023** and increase one dollar (\$1.00) each January 1<sup>st</sup> thereafter, for each night spent away.

11.15 **MEDICAL EXAMINATIONS**

The Company may require any employee who has been absent from work for an extended period of time due to serious injury or illness, to obtain clearance to return to work, from a medical practitioner of the employee's choice, prior to the employees anticipated return to work date. In the event the medical practitioner is recommending the employee return to work under modified duties, the employee will be provided with a form upon which the doctor will outline only the physical and or psychological restrictions and not the diagnosis.

The Company where reasonable circumstances exist may require additional medical information. The employer will inform the employee of this reasonable need for additional information and allow the employee to respond with further information from the medical practitioner of the employee's choice. This additional medical information will also be limited to an outline of physical and or psychological restrictions and not the diagnosis.



In the event the Company where reasonable circumstances exist, requests an independent evaluation relating to the employee's fitness to return to work, the Company and the employee's doctor will select a medical practitioner who is capable of accurately determining the current physical and or psychological restrictions. The findings of the medical practitioner shall be final and binding. The medical practitioner will be advised that the medical information will be limited to an outline of physical and or psychological restrictions and not diagnosis.

The employer will review the restrictions identified by the medical practitioner along with the physical and psychological demands of the job to determine if a workplace accommodation is necessary and will make whatever arrangements are appropriate for such accommodation. **An employee absent due to illness or injury shall update the Company as to the employee's return to work status, including the next scheduled doctor's appointment and/or possible return to work date, but not the diagnosis.**

Employees will be compensated for all time lost at the employee's regular straight time rate, if they are not in receipt of STD/LTD or WCB, during the time required to obtain the medical information referred to in this clause.

If a medical examination is scheduled outside of the employee's normal working hours, the employees shall be paid for four (4) hours at the employees regular straight time rate of pay.

The cost of all Company requested medical information will be paid by the Company.

#### **ARTICLE 13 - HEALTH AND WELFARE PLAN**

The Employer shall provide the Prairie Teamsters Health and Welfare Plan to all full-time employees who are members of the Union and eligible dependents coming under the jurisdiction of this Agreement. The Employer shall contribute as per the below summary for each full-time employee. Any increase that exceeds five dollars (\$5.00) shall be paid by the employee through payroll deduction.

	Employer Contribution
<b>2022 Plan Rate</b>	<b>\$326.37</b>
<b>January 1, 2023</b>	<b>\$331.37</b>
<b>January 1, 2024</b>	<b>\$336.37</b>
<b>January 1, 2025</b>	<b>\$341.37</b>

## **ARTICLE 14 - PENSION**

### **14.02 Teamster Prairie Provinces Pension Plan (hereinafter referred to as T4P)**

#### **Section 1**

Effective January 1, 2014 the Company agrees to convert to the T4P, providing the Company is not held responsible for funding beyond the contribution levels stipulated below.

Pension contributions shall be made for all hours for which wages are payable, (e.g. regular hours, overtime hours, vacation hours, General Holidays, paid sick leave, etc.)

- a) The Company will contribute ~~two dollars and seventy one cents (\$2.71)~~ **Three dollars and eleven cents (\$3.11) effective January 1, 2023** per hour for all hours for which wages are payable as of the first of the month of employment, to the T4P. This amount will increase by ten cents (\$0.10) per year every ~~September 21~~ **January 1**, for the duration of the contract.

## **NEW ARTICLE 17 – PERSONAL LEAVE (Re-number articles accordingly)**

**All employees that have completed 3 months of employment will be entitled each calendar year to five (5) days of personal leave of which 3 are paid.**

**The use of personal days shall be as follows:**

- **carrying out responsibilities related to the health or care of any of their family members;**
- **carrying out responsibilities related to the education of any of their family members who are under 18 years of age;**
- **addressing any urgent matter concerning themselves or their family members;**
- **attending their citizenship ceremony under the Citizenship Act; and**
- **any other reason prescribed by regulation**

## **ARTICLE 17 - BID RUNS**

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

- 17.01 in January and July, or as otherwise agreed upon between the parties, the Employer shall post a schedule of runs and assignments to take effect in the first pay period of February and August respectively or as otherwise agreed upon

between the parties. 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. Employees in order of seniority shall choose a full time block of work to perform for the duration of the bid period.

In order to be eligible to bid, an employee who is off work on an authorized medical leave at the time of the bid must provide a medical note with an anticipated return to work date ~~that is within the first three (3) months of the bid~~ **60 days from the bid implementation date**. If no medical note is provided the employee would be assigned the most junior block of work they are qualified to perform **upon their return to work**. ~~Until the employee's return to work, Their~~ **bid** position would then be covered as per Article 17.07.

#### **ARTICLE 21 - TERM OF AGREEMENT**

The term of this Agreement shall become effective as of September 21, ~~2018~~ **2022**, and shall continue in full force and effect up to and including September 20, ~~2022~~ **2025**, and from year to year thereafter unless terminated by either party hereto giving written notice of intention to do so at least sixty (60) days prior to the above-mentioned termination date or any anniversary thereof.

In witness whereof the parties hereto have caused this agreement to be executed and subscribed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## APPENDIX "A"

		\$0.40	\$0.60	\$0.63
Classification				
	Current	Sept.21,2022	Sept.21,2023	Sept.21,2024
<b><u>CIT Armoured/ATM Classifications</u></b>				
<b>Full Time</b>				
Assistant Cashier/ Messenger/Crew Chief	\$25.61	\$26.01	\$26.61	\$27.24
Driver/Guard	\$25.39	\$25.79	\$26.39	\$27.24
Guard/Premise(Turret)/ Technician	\$23.86	N/A	N/A	N/A
All-Off Messenger/Crew Chief	\$25.61	\$26.01	\$26.61	\$27.24
All-Off Driver/Guard	\$25.61	\$26.01	\$26.61	\$27.24
<b>Part Time</b>				
Assistant Cashier/ Messenger/Crew Chief	\$24.31	\$24.71	\$25.31	\$25.94
Driver/Guard/Premise(Turret)/T echnician	\$20.41	\$21.56	\$22.91	\$24.39
All-Off Messenger/Crew Chief	\$24.31	\$24.71	\$25.31	\$25.94
All-Off Driver/Guard	\$22.81	\$23.21	\$23.81	\$24.44
<b>Money Room</b>				
Full time Clerk	\$21.15	\$21.55	\$22.15	\$22.78
Clerk	\$20.15	\$20.55	\$21.15	\$21.78

### **Full Time Driver/Guard**

September 21, 2024 will increase an additional \$0.22 (Increase is reflected in the wage table)

### **Part Time Driver/Guard**

Date of Ratification will increase additional \$0.75, September 21, 2023 will increase an additional \$0.75, September 21, 2024 will increase an additional \$0.85 (Increases are reflected in the wage table)

### **Night Shift Premium**

For all shifts crossing over midnight, a night shift premium per hour worked at the rate of \$0.25 and increasing to \$0.30 in year 4. The premium will increase September 21, 2023 to \$0.40 and will increase again September 21, 2024 to \$0.50.

### **All-Off Premium**

\$1.00/hour worked on All-Off runs.



**LETTER OF UNDERSTANDING NO. 1 (Renew)**

**BETWEEN:**

**BRINK'S CANADA LIMITED  
-and-**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

**RE: JOINT ACTION COMMITTEE**

The Company and the Union agree to establish a Joint Action Committee (Labour Management Committee) to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to discuss issues of run efficiencies, customer concerns and other areas of mutual interest. It is understood that this committee will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee.

The Joint Action Committee will review existing runs to consider if work can be reasonably structured to create forty (40) hour blocks of full time work in a single division, subject to run efficiency, customer needs and security being met.

To achieve this committee shall be provided with meaningful information to complete the task and shall consider the possibility of consolidation of runs or other changes.

When it can be demonstrated that an additional forty (40) hour block of work is regularly available exclusive of relief for employees absent, on vacation, emergency relief, holiday and Special Work, then the committee will recommend an additional block of work may be created and offered to part time employee in a single division for reclassification to full time.

The Joint Action Committee will meet once every six (6) months prior to the semi-annual bid, or on request if there has been a significant change in work volumes.

The Joint Action Committee shall include the local management and two (2) shop stewards, a representative of the Local Union may attend as he/she deems necessary.

In the event there is a disagreement in the findings of the Joint Action Committee, the dispute may be submitted to the Grievance Procedure.

The parties agree to alternate the recording and production of minutes. Such minutes will be approved and signed by the respective representatives and posted in the workplace

**LETTER OF UNDERSTANDING NO. 2 (Renew)**

**BETWEEN:**

**BRINK'S CANADA LIMITED**

**-and-**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

**RE: BLENDING OF SERVICES**

Pursuant to discussions during collective bargaining in 2018, the parties have agreed to the following:

Where the Employer blends services, the following criteria shall apply:

1. Based on customer requirements, operational needs and Article 2 of the Collective Agreement, the Employer may blend Armoured and ATM work onto runs to improve the overall efficiency of the operation.
2. There will be no limitation on the number of runs that may be blended.
3. For blended runs consisting of two (2) persons, the crew will consist of a Messenger/Crew Chief, and Driver/Guard.
4. Where operationally required, for blended runs consisting of three (3) persons, the crew will consist of (i) Messenger or Crew Chief, (ii) Driver/Guard, and (iii) Guard.
5. It is acknowledged that the blending of runs may result in a reduction of Full Time or Part Time positions. If such a reduction occurs, then the most junior employee on the Full-time seniority list regardless of Division (based on hire date) shall be moved to the Part-time seniority list based on Article 7.06.
6. Any disagreement between the Parties regarding the interpretation or implementation of this Letter shall be subject to the grievance procedure set out in Article 12 of the Agreement.

**LETTER OF UNDERSTANDING NO. 3 (Revise and Renew)**

**BETWEEN:**

**BRINK'S CANADA LIMITED**

**-and-**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

**RE: ALL-OFF**

WHEREAS the Employer since the fall of 2015 has implemented the All-Off crewing model at various branches throughout the country;

AND WHEREAS during the course of bargaining the Parties have discussed the declining business and competitive market conditions in the armoured car industry and the need to remain competitive while maintaining a safe workplace;

The Parties agree to the following:

- [1] The Parties recognize that over the course of this agreement in order to remain competitive, crewing model changes will take place as discussed during bargaining and consultations with the National Health and Safety Policy Committee;
- [2] The Employer will communicate to the Union the anticipated roll out of the All-Off crewing model changes for this bargaining unit;
- [3] All-Off Crew members will be paid \$1.00 premium/hour worked on All-Off Runs. Vests will be provided by the Employer at no cost to the employee. Additionally, wearing the required bullet resistant vests will be mandatory;
- [4] The Parties will meet to discuss ways of mitigating any layoffs that may result from the implementation of All-Off.
- [5] Where an All-Off configured vehicle is not available or any security feature of the configured vehicle is not functional for an ATM All-Off run, the Employer will utilize a three (3) person crew.
- [6] A list of procedures of policies and procedures is available to employees and the Union upon request.



**Letter of Understanding No. 4 (Revise and Renew)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: PART-TIME – GENERAL, AVAILABILITY, BIDS & SCHEDULING**

**General:**

**The Parties agree that they may, by mutual agreement, implement a Part Time Bid utilizing the following terms during the term of the collective agreement:**

1. Part-time employees will be required to perform all duties in the classifications.
2. When scheduled, part time employees will be expected to complete all assigned shifts. Failure to complete assigned shifts without authorization may result in discipline with just cause.

The Employer and Union will meet to discuss the content of the part-time bids at Joint Action Committee meetings including the construction of part-time bid. The meeting will be held at least two weeks in advance of the bids,

**Part-Time Bids**

3. Part-Time bids will be held every three (3) months and will be based on seniority by date of hire. All part-time shifts are made up of hours that could not be scheduled into full-time bid blocks or full-time temporary positions including but not limited to:
  - Recurring open shifts;
  - Available vacation relief;
  - Special work (e.g. jewelry show, events, ATM Machine movements, installs);

In the event the bidded shifts become unavailable after the bid (e.g. absent full time employee returns from medical leave or full-time bump into vacation coverage as per Article 17.07, the employee will be removed from the shifts and will be scheduled in accordance with Article 7.03 of the Collective Agreement.

4. The Company will post all available work as set out in paragraph 3 above.
5. Part-time employees will bid by seniority up to 40 hour weekly. The Bid will be posted one (1) week in advance for viewing with selections taking place the following week in the same manner as the full-time bid.
  - a. Part-time employees will bid by seniority and be able to select desired shifts.
  - b. Any work that remains after the bids will be scheduled in accordance with the collective agreement.



6. In the event that an employee can no longer commit to their bid, the employee is required to provide two (2) week's written notice to be removed from their part-time bid position. Upon receipt of this request, those bid hours may go up for bid. In the event that said hours have not been used to fulfill all existing bids, the remaining hours shall revert to the part-time pool.
7. Where the bidded shifts already result in **meeting the availability requirements under the collective agreement** ~~ten (10) shifts monthly~~ the employee is not required to provide additional availability.

~~[include in Collective Agreement at Article 7.03] After Schedule is Posted~~

**8. Remaining work will be scheduled as per article 7.03**

- ~~9. Remaining work assignments for part time employees will be scheduled from a bi-weekly part time availability list according to seniority provided employees are qualified to perform the work required.~~
- ~~10. Remaining shifts including those resulting after the schedule is posted will be offered to part time employees by seniority and availability. Part time employees will be required to submit the shifts 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.~~
- ~~11. Where the Employer needs to cover vacancies of work that become available to Part Time employees after the schedule is posted, the following criteria shall apply:~~
  - ~~d. Vacancies that become available twenty-four (24) hours or more prior to the start time of the shift will be offered by seniority as a "one time" bump to all scheduled part time employees who were scheduled to shifts with anticipated lower earning power as per their availability.~~
  - ~~e. The open position created by the bump will be offered by seniority to Part time employees not scheduled to a shift as per their availability.~~
  - ~~f. Vacancies that become available less than twenty-four (24) hours prior to the commencement of the shift will be offered by seniority to Part time employees not scheduled to a shift as per their availability.~~
- ~~12. This Letter of Understanding shall be effective for a period of three (3) part time bids unless renewed by mutual agreement of the Parties.~~
9. Any part-time bid positions established by agreement pursuant to this letter shall be effective for the duration of one bid unless renewed by mutual agreement.

**Letter of Understanding No. 5 (Revise and Renew)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: Modification of the Bank-Out Procedure**

**WHEREAS** the Employer is modifying its Bank-Out process currently in place for certain out of town runs;

**AND WHEREAS** the elimination of the Bank-Outs creates new situations that were not contemplated by the existing collective agreement language that was in place prior to the change;

Now therefore the Parties agree to the following terms with respect to the Bank-Outs:

1. Employees on runs who are assigned additional responsibilities/duties associated with the modification of the Bank-Out process will be provided with an additional **twenty nine dollars (\$29.00)** ~~\$22.50/~~ flat rate per overnight stay as compensation for the additional responsibilities/duties;
2. The employees additional responsibilities/duties on these runs will be as set out in the standard operating procedure ("SOP") including:
  - a. Knowing the SOP and executing their responsibilities per the SOP;
  - b. Be in a physical and/or mental state that they are able to respond to in the event of an alarm and fulfil responsibilities per the SOP;
  - c. Keep their run phone(s) nearby or on their person;
  - d. Employees are otherwise not restricted from their usual activities (e.g. walks, restaurants).
3. Employees required to perform work and/or respond to a vehicle alarm, outside of their scheduled shift hours shall be paid the greater of **two (2) hours** ~~four (4) hours~~ or the total number of hours worked at one and one half (1 ½) times their applicable wage rate.
4. If there is an excessive amount of alarm incident related down time, the Parties will discuss appropriate compensation for the employees involved in each instance.
5. The Parties will meet to discuss any issues that arise out of the application of this letter of understanding and/or any changes to the SOP that change the current off duty responsibilities.
6. The LOU will be paid retroactive for all runs completed since the commencement of the Modified Bank Out Procedure for the out-of-town runs.
7. This LOU will be in effect for the term of the current collective agreement.

**Letter of Understanding No. 6 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: On the Job Training Coaches**

- 1. Bargaining unit employees may perform on the job training of their coworkers. Management will assign Trainers based on seniority, operational requirements, experience, aptitude for training, skill and ability.**
- 2. The Employer will pay one (\$1.00) dollar per hour premium to the on the job training coaches for all hours worked on the shift where they are asked to train other employees.**



**Letter of Understanding No. 7 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**Re: Part-time Package**

**WHEREAS the Parties discussed part time employees during negotiations.**

**WHEREAS the Employer's routing changed following the CIBC transition and this resulted in additional 10 hour shifts and thereby an increase in overtime for part-time employees after 8 hours of work on a shift.**

**Now therefore the Parties agree to the following:**

- 1. Special Wage Increases to reduce wage differences as set out herein.**
- 2. The Parties will discuss part-time during the collective agreement.**
- 3. Overtime – Part-time employees receive overtime after the scheduled shift (where the shift is greater than 8 hours) and will receive shift guarantee equal to the scheduled shift. This does not include the Rainy River run that part-time overtime is paid after 10 hours of work in the shift.**

**Close gap increases – Upon ratification.**

**PT Driver/Guard to move closer to PT Messenger additional increases as follows:**

**YR 1 [upon ratification] \$.75, YR 2 \$.75, YR 3 \$.85**

**These increases are reflected in the Appendix "A" Wage Table**

**Additional Wages**

**Part-time employees who work 100 hours or more in a one month period will receive the wages below for all hours which wages are payable. This will be paid no later than the second pay week following the month in which the hours were worked. A part-time employee who makes themselves available for 11 scheduled shifts per month as shown on the weekly schedule, including at least 2 shifts that are nights, 3 shifts that are days will also qualify. Availability sheets will be stored at the branch.**

<b>Classification</b>	<b>Upon Ratification</b>	<b>YR 2</b>	<b>YR3</b>
<b>PT AO – Driver/Guard</b>  <b>(current \$2.80 vs. FT)</b>	<b>\$2.65/hour</b>	<b>\$2.65/hour</b>	<b>\$2.65/hour</b>  <b>[\$27.09]</b>
<b>PT Messenger/PT All-Off Messenger/PT CC</b>  <b>(current \$1.30 vs. FT)</b>	<b>\$1.20/hour</b>	<b>\$1.20/hour</b>	<b>\$1.20/hour</b>  <b>[\$27.14]</b>
<b>PT Driver Guard/Tech</b>  <b>(current \$4.98 vs. FT)</b>	<b>\$2.65/hour *</b>  <b>Also see special increases above</b>	<b>\$2.60/hour *</b>  <b>Also see special increases above</b>	<b>\$2.55/hour *</b>  <b>Also see special increases above</b>  <b>[\$26.94]</b>

#### **Health & Welfare Benefits**

- 1. Benefit Criteria - Part-time employees who work 600<sup>1</sup> hours in a 6 month period (6 month periods: Jan 1 to June 30 OR July 1 to Dec 31) A part-time employee who makes themselves available for 65 scheduled shifts as shown on the weekly schedule during the 6 months including at least 10 shifts that are nights, 20 shifts that are days will also qualify. Availability sheets will be stored at the branch.**
- 2. Benefit Options - Employees meeting one of the above criteria will be given the option to be enrolled in benefits excluding short term and long-term disability for the next 6 months of active employment. The Employer will pay a maximum of half the premium for the benefit coverage, the employee will be responsible for the remainder of coverage. Once enrolled employee will be responsible for the premiums for the entire six months.**
- 3. At the end of the 6 months, qualifying employees will be emailed the benefit options package within 1 week and will be given 1 week to complete and return the benefits packages. Employees who requalify will be automatically reenrolled in coverage without a lapse. Coverage from the previous 6 month period will continue during the option selection period.**
- 4. Full-time employees who drop will be given the option to join the part-time benefit plan on the first of the month following their change of status until the end of the applicable 6 month period thereafter they must requalify. For the first requalification hours and availability needed will be calculated on prorated basis.**

<sup>1</sup> Average 23 hours per week.

LF

5. New Language added to Article 7.03 "Part time employee may provide a maximum number of hours they want to be scheduled to work in each week as long as a junior qualified employee are available to be scheduled to the shifts." In such as case, this employee will get credit for the availability provided, and This will not in and of itself disqualify an employee from the above criteria as long as a junior employee is available to be scheduled.

**Letter of Understanding No. 8 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: Cannabis Crewing**

**WHEREAS** the Parties discussed opportunities to compete against common carriers for the delivery of cannabis to retail locations;

**AND WHEREAS** the nature of the market for this type of non-traditional work required reduced pricing for the Employer to maintain its current work and/or competitively bid on additional work;

**WHEREAS** the Employer faces competitive pressures from common carriers with respect to the transportation of cannabis in retail product deliveries (the "Cannabis Work");

**Now therefore** the Parties agree as follows:

1. Subject to compliance with applicable health and safety requirements, Cannabis Work may be performed by a single employee. The required security features<sup>[1]</sup> must be in working order to operate in this capacity;
2. Employees working on a single person cannabis crew will be paid the Cannabis Courier Rate of \$27.61 (plus applicable increases) and shall not perform CIT service (deliver/pick-up cash) while working in this capacity.
3. A separate Cannabis Division shall be established.
  - a. Upon establishment of the Cannabis Division, a separate cannabis crew seniority list will be established based on date of hire in the cannabis division. Subject to meeting cannabis crewing training requirements, capability, and qualifications (e.g. possessing a Driver's Licence and Road Test). Current Brinks Employees may bid or post to available Cannabis Division Full-time positions and will be placed on the Cannabis division seniority list based on their date of hire with the company. This will be a one-time option to establish the crewing.
  - b. A maximum of one (1) Cannabis Division full-time employee or 15% of the Division whichever is greater, may be off on vacation in any given week. More employees may be off on vacation in a week if the Employer determines that its operations will allow. The Cannabis Division employees shall have their own Divisional Vacation Bid.



- c. CIT Division employees may be utilized in relief of absent Cannabis Division employees. There will be no forced work to CIT employees. Work will first be offered or scheduled to Part Time employees before overtime. CIT Employees may declare when providing their availability that they are willing to be called upon to fill ad hoc open Cannabis Division shifts.
  - d. The employees performing this work will wear distinctly different uniforms, and utilize non-armoured vehicles with minimal company logos.
- 4. Cannabis Division runs shall be performed by unarmed employee working in a non-armoured vehicle.
- 5. Nothing herein restricts the Employer from performing conjunctive services (both CIT and cannabis work) using a traditional CIT crew complement paid CIT rates. When performing conjunctive services the Employer will use the traditional CIT crew compliment (i.e. two person armed, armoured vehicle). This would not take away from the Cannabis Crewing (i.e. result in a reduction in status from full-time to part-time or layoff).
- 6. New positions will be posted in the local Branch for current employees prior to hiring from outside the branch.
- 7. Subject to the specific provisions contained in this LOU all other articles of the Collective Agreement will apply in their entirety.
- 8. Should there be a work reduction or the Cannabis Crewing be discontinued, employees shall be able to use their seniority to retain employment in their previous division based on their date of hire. The CIT Division employee would bump into the most junior block of work, then at the next bid the employee would use their date of hire for bidding purposes.
- 9. Employees in the Cannabis Division shall be provided the opportunity to maintain their carry permits.
- 10. The parties will agree to meet to discuss the LOU yearly or sooner by mutual agreement; any changes will only be by mutual agreement.
- 11. The Parties agree that this Cannabis Crewing Letter of Understanding and its contents shall not be used and/or referred to and/or relied upon by either Party in any future proceedings between the Parties including but not limited to: grievances/arbitrations, CIRB proceedings, and Interest Arbitration proceedings, except for a proceeding dealing with the Cannabis Division. The Parties further agree that the limitations set out in the previous sentence are designed to prevent the use of the Cannabis Crewing Letter of Understanding as a precedent in any other matter between the Parties, including but not limited to, proceedings of any nature or kind whatsoever dealing with crewing complement in any other of the Employer's Divisions.

☐ Security features as required by the TRA – Union will be provided the required security features, but would not be posted within the agreement

**Letter of Understanding No. 9 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: Attendance Bonus**

**WHEREAS the Parties discussed changes to the Canada Labour Code regarding paid medical leave;**

**Now therefore the Parties agree as follows:**

- 1. Full-time employees who have earned but unused and unpaid medical leave will be eligible for end of year payouts as follows:**
  - a. 10 unused and unpaid medical leave days**
    - i. Perfect attendance bonus - paid out at 100% of the value of medical leave wages;**
  - b. 9 unused and unpaid medical leave days**
    - i. 6 days – paid out at 100% of the value of medical leave wages;**
    - ii. 3 days – paid out at 80% of the value**
  - c. 8 unused and unpaid medical leave days**
    - i. 6 days – paid out at 100% of the value of medical leave wages;**
    - ii. 2 days – paid out at 70% of the value**
  - d. 7 unused and unpaid medical leave days**
    - i. 6 days – paid out at 100% of the value of medical leave wages;**
    - ii. 1 days – paid out at 60% of the value**
  - e. 6 (or under) unused and unpaid medical leave days**
    - i. 6 (or under) days – paid out at 100% of the value of medical leave wages;**

**All payout days will be equivalent to their regularly scheduled hours.**

**Medical leave days will be carried forward to the following year equivalent to the end of year payout days. Effective January 1<sup>st</sup> of each year each full-time employee will have a maximum of six (6) days deposited. Under no circumstance will an employee receive more than ten (10) paid medical days in a calendar year. After the deposit any full-time employee who has less than ten (10) days shall earn one (1) day per completed calendar month until they have reached a maximum of 10 medical days.**

**Part Time:**

**All employees with the assigned status of Part-Time, will be provided the following:**

- **After completing the initial 30-day qualifying period, you will earn your first 3 days of medical leave with pay.**
- **After receiving your first 3 days, you will earn 1 further day at the start of each month after completing 1 month of continuous employment, up to a maximum of 10 days per year.**
- **Any days of medical leave with pay that you do not take in a year will be credited to you at the beginning of the new year up to a maximum of 10 days. In other words, any unused days will count toward the maximum of 10 days that you can earn during the year.**



**Letter of Understanding 10 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: CIT (ARM and ATM) Incentive**

**The Parties agree on the following provisions: \$400.00 per Year**

- 1. Subject to meeting the conditions and criteria set out below CIT (ATM and Armoured) employees, will receive a quarterly incentive payment<sup>2</sup> as follows:**

**YEAR X**

- a. FT - \$\_\_\_/per quarter**
- b. PT - \$\_\_\_/hour worked**

**YEAR XX**

- (a) FT - \$\_\_\_/per quarter**
- (b) PT - \$\_\_\_/hour worked**

**YEAR ..... etc. [term to be negotiated]**

**2. General Eligibility Criteria**

**(a) Minimum hours worked and availability;**

- i. Full-time – 450 hours worked<sup>3</sup>;**
- ii. Part-time – 185 hours worked at a minimum of 36 shifts of availability including 12 shifts that are either weekend or evening;**

**No unexcused unpaid absences**

**No more than 2 lates;**

**No Job performance violations**

- i. Loss of custody;**
- ii. Loss of parcel;**
- iii. Miss-delivery;**

<sup>2</sup> Incentive Payments made pursuant to the Letters of Understanding regarding incentives are considered "vacationable earnings" for the purposes of the collective agreement.

<sup>3</sup> For the purposes of the all incentive Letter of Understandings eligibility "hours worked" includes all hours that are 'deemed hours worked' pursuant to the collective agreement and all hours for which wages are payable including underwork top ups, holiday pay, bereavement leave, witness leave, and paid sick/personal leave.

- iv. Security procedure violation
  - v. Failure to complete assigned route without valid reason;
  - vi. Preventable motor vehicle collision(s).
3. Run productivity Criteria Overtime hours less than 3% of hours worked in each quarter excluding extra shift overtime, scheduled overtime, ECL, lieu day OT:
4. The Parties will meet in conjunction with the Bids to discuss the application of this letter including workload and overtime thresholds in response to changes in the business. The Branch Manager and the Committee persons or Stewards will be involved in these discussions. The incentive criteria thresholds will be reviewed quarterly to verify they are achievable with diligent efforts.

**Letter of Understanding 11(New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 979 (the "Union")**

**RE: Vault Incentive**

**The Parties agree on the following provisions: \$400.00 per Year**

1. Subject to meeting the conditions and criteria set out below Vault employees, will receive a quarterly incentive payment as follows:

**YEAR X**

- i. FT - \$\_\_\_/per quarter
- ii. PT - \$\_\_\_/hour worked

**YEAR XX**

- i. FT - \$\_\_\_/per quarter
- ii. PT - \$\_\_\_/hour worked

**YEAR ..... etc. [term to be negotiated]**

2. **General Eligibility Criteria:**

**(b) Minimum hours worked and availability;**

- i. Full-time – 450 hours worked<sup>4</sup>;

<sup>4</sup> For the purposes of the all incentive Letter of Understandings eligibility "hours worked" includes all hours that are 'deemed hours worked' pursuant to the collective agreement and all hours for which wages are payable including underwork top ups, holiday pay, bereavement leave, witness leave, and paid sick/personal leave.

- ii. **Part-time – 185 hours worked at a minimum of 36 shifts of availability including 12 shifts that are either weekend or evening**

**No unexcused unpaid absences**

**No more than 2 lates;**

**No Job performance violations**

- i. **Misdirect of parcels;**
- ii. **Keying errors resulting in re-work;**
- iii. **Ocean runs correctly closed on time and daily;**
- iv. **Failure to properly verify and process;**
- v. **Preventable forklift accident(s);**

**2. Productivity Criteria:**

<b>Description</b>	<b>Target</b>	<b>Incentive % (% of total available Group Criteria incentive)</b>
<b>Precious Metal Gold</b>	<b>Weekly Gold Audits Completed each Friday</b>	<b>20%</b>
<b>Precious Metal Silver</b>	<b>Monthly Silver Audits Completed before deadline</b>	<b>20%</b>
<b>Overtime Target</b>	<b>Overtime below 2% of total hours worked excluding extra shift overtime.</b>	<b>25%</b>
<b>Coin Vault &amp; Precious Metal Reports</b>	<b>Reports send on time daily</b>	<b>25%</b>
<b>Perfect Score Bonus</b>	<b>Meets all Targets</b>	<b>10%</b>
<b>MAX TOTAL</b>		<b>100%</b>

**The Parties will meet in conjunction with the Bids to discuss the application of this letter including workload and overtime thresholds in response to changes in the business. The Branch Manager and the Committee persons or Stewards will be involved in these discussions. The incentive criteria thresholds will be reviewed quarterly to verify they are achievable with diligent efforts.**



**Letter of Understanding 12 (New)**

**Between**

**Brink's Canada Limited (the "Employer")  
and  
Teamsters Local 362 (the "Union")**

**RE: Cash Logistics Incentive**

**The Parties agree on the following provisions: \$400.00 per Year**

- 1. Subject to meeting the conditions and criteria set out below employees, will receive a quarterly incentive payment as follows:**

**YEAR 1 - The total incentive is made up of \$XX/quarter for meeting the General Eligibility Requirements + \$XX/quarter maximum for the Group Criteria. Part-time is adjusted to a per hour worked amount (\$.XX/hour worked for General Eligibility & \$.XX/hour worked for Group Criteria).**

**YEAR 2 - The total incentive is made up of \$XX/quarter for meeting the General Eligibility Requirements + \$XX/quarter maximum for the Group Criteria. Part-time is adjusted to a per hour worked amount (\$.XX/hour worked for General Eligibility & \$.XX/hour worked for Group Criteria).**

**YEAR 3 - The total incentive is made up of \$XX/quarter for meeting the General Eligibility Requirements + \$XX/quarter maximum for the Group Criteria. Part-time is adjusted to a per hour worked amount (\$.XX/hour worked for General Eligibility & \$.XX/hour worked for Group Criteria).**

**YEAR XX etc.... [term to be negotiated]**

**2. General Eligibility**

- a. Minimum hours worked and availability:**
  - i. Full-time – 450 hours worked;**
  - ii. Part-time – 100 hours worked and a minimum of 36 shifts of availability including 12 shifts that are either weekend or evening;**
- b. No unexcused unpaid absence;**
- c. No more than 2 lates;**
- d. No job performance violations:**
  - iii. Loss of custody;**
  - iv. Keying errors e.g. processed deposits to wrong account(s);**
  - v. Failure to properly verify and process;**

3. **Group Criteria** – Employees who met the eligibility criteria above will be entitled to additional Incentives per quarter based Cash Logistics Operation meeting the group targets below;

Description	Target	Incentive % (% of total available Group Criteria incentive)
ATM – Loading	30 units per hour	15%
ATM - Returns	10 units per hour	15%
ND	25 average/hour	10%
Commercial Deposits	20 average/hour	25%
Change Fund Orders	15 average/hour	25%
Perfect Score Bonus	Meet all group targets	10%
MAX TOTAL		100%

4. The Parties will meet in conjunction with the Bids to discuss the application of this letter including processing targets and new or lost business. The Branch Manager, Divisional Manager, and committee persons will be involved in these discussions. The incentive criteria thresholds will be reviewed quarterly to verify they are achievable with diligent efforts.