

THIS AGREEMENT made this 25th day of February, A.D. 2021

BETWEEN: BRINK'S CANADA LIMITED

OF THE FIRST PART

AND: RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, LOCAL 558 (SASKATOON) AND
LOCAL 568 (REGINA)

OF THE SECOND PART

AGREEMENT



Expires: **January 31, 2025**

INDEX

Article 1 -	Scope of Agreement.....	1
Article 2 -	Clarification of Terms.....	1
Article 3 -	Management Rights.....	2
Article 4 -	Bargaining Agent.....	2
Article 5 -	No Discrimination.....	2
Article 6 -	Bargaining-Unit Work.....	2
Article 7 -	Union Membership.....	3
Article 8 -	Union Activity.....	4
Article 9 -	Grievance Procedure.....	4
Article 10 -	Arbitration.....	5
Article 11 -	Discharge and Suspension.....	6
Article 12 -	Seniority.....	6
Article 13 -	Promotions and Vacancies.....	8
Article 14 -	Layoffs, Recalls and Demotions.....	9
Article 15 -	Bid Runs.....	10
Article 16 -	Blended Services.....	13
Article 17 -	Hours of Work and Overtime.....	13
Article 18 -	Payment of Wages and Allowances.....	17
Article 19 -	Holidays and Special Night Work.....	18
Article 20 -	Vacations.....	19
Article 21 -	Uniforms.....	20
Article 22 -	Health and Safety.....	21
Article 23 -	Leaves of Absence.....	22
Article 24 -	Picket Lines.....	23
Article 25 -	Firearm Qualifications.....	23
Article 26 -	Medical Examiner/Examinations.....	23
Article 27 -	Pension.....	25
Article 28 -	Sick Leave.....	28
Article 29 -	No Strike/No Lockout.....	29
Article 30 -	Miscellaneous Conditions of Employment.....	30
Article 31 -	Joint Employee Equity Committee.....	30
Article 32 -	Term of Agreement.....	31
Appendix “A” -	Wage Rates and Job Classifications.....	32
Appendix “B” -	Group Insurance.....	36
Appendix “C” -	Receipt Bullet Resistant Vest.....	38
Letter of Understanding #1 -	Flex Position & Bid Committee.....	39
Letter of Understanding #2 -	Workplace Harassment.....	41
Letter of Understanding #3 -	Non-Traditional Work.....	45
Letter of Understanding #4 -	National Health & Safety Policy Committee “NHSPC”.....	47

THIS AGREEMENT made and entered into this **25th day of February, 2021.**

BETWEEN:

BRINK'S CANADA LIMITED

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCALS 558 (SASKATOON) AND 568 (REGINA)**

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 employees as classified herein in order to eliminate the possibility of strikes, boycotts, stoppages of work and lockouts during the term of this Agreement. Now, therefore, the Employer and the Union acting by and through their duly authorized agents hereby agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT

1.01 This Agreement shall cover all employees employed by the Employer in the Province of Saskatchewan except the Regina Branch Manager, Regina Cash Logistics Supervisor, three (3) Regina Supervisors, the Saskatoon Branch Manager, Saskatoon Operations Supervisor and one (1) Data Entry Clerk/Administrative Assistant for Regina.

ARTICLE 2 - CLARIFICATION OF TERMS

- 2.01 The words "employee" or "employees" shall mean any person or persons covered by this Agreement.
- 2.02 The words "he", "his" or "him" shall include the feminine gender unless otherwise stated.
- 2.03 "Seniority" shall mean service in the bargaining unit as defined in Article 10 of this Agreement.
- 2.04 Full-time employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week, or the equivalent in pay thereof, provided the employee reports for work as scheduled.
- 2.05 Part-time employees are those employees who are not regularly scheduled, nor do they regularly work forty (40) hours or more per week. Part-time employees shall not be guaranteed a specific number of hours of work per week. Part-time employees may be assigned to work during peak periods, emergencies, unanticipated contingencies and/or to replace full-time employees on vacation and to fill out the schedule over and above or to work those hours in excess of the hours guaranteed to full-time employees.

- 2.06 Emergency shall mean any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Employer.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Employer has the exclusive right and power to manage the Employer's operation to direct the working forces, to hire, to promote as set out in this Agreement, to demote for cause, to discipline or discharge employees for cause, to lay off forces, to determine the products to be handled, produced or manufactured, to establish runs, to determine type of work to be performed, to determine the size of crews and to promulgate rules and regulations from time to time provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 4 - BARGAINING AGENT

- 4.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 4.02 The terms and conditions of this Collective Agreement including rates of pay and hours of work shall apply to all employees except as specifically abridged or modified by a specific term or terms of this Collective Agreement.
- 4.03 **No Other Agreements**
- 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.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 Employees shall not be discriminated against in any manner because of Union membership, race, religion, colour, creed, political beliefs or sex.

ARTICLE 6 - BARGAINING-UNIT WORK

- 6.01 Nothing herein contained shall be construed to prevent one Saskatoon Supervisor, and one Regina Supervisor from performing bargaining-unit work, however, other management personnel shall not perform bargaining-unit work except in a management capacity, in cases of emergency, or when no full-time or part-time employees are immediately available within one hour of a call to perform such work. In regards to the night runs, should an employee not make the one hour call-in time frame then it shall be

treated as a missed shift and the call-in provisions of Article 17.04 shall not be applicable.

- 6.02 The Employer shall not compel an employee in the ATM Division to perform work in the Armoured Car Division, nor shall the Employer compel the employees in the Armoured Car Division to perform work in the ATM Division except in a relief capacity when the Employer does not have sufficient staffing levels to cover all work assignments.

ARTICLE 7 - UNION MEMBERSHIP

- 7.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall make application for membership in the Union within ten (10) calendar days of the date of his employment and shall become a member of the Union within thirty (30) days and thereafter maintain membership in the Union as a condition of his employment.

- 7.02 At the time of his/her hiring, each new employee shall be presented by the Employer with a Union Application Card for signing outlining his/her obligation with respect to Union membership and Union dues check-off. Further, the Employer shall introduce all new employees to the Union Shop Stewards as soon as is possible following their date of hire.

7.03 **Dues Check-off**

The Employer agrees to deduct union initiation fees, assessments and dues from the wages of any employee who makes a written request for such deduction to be made. Such deductions shall be made on the first payday of each month and shall be remitted to the persons designated by the Union not later than the last day of the month for which such deduction was made. The Employer shall furnish the Union each month with a written list of:

- (a) Names of employees for whom the deductions have been made;
- (b) Names of employees who are laid off;
- (c) Names of employees whose employment has been terminated;
- (d) Names and home addresses of all new employees hired and any changes in home addresses of all other employees as supplied to the Employer by the employee.

ARTICLE 8 - UNION ACTIVITY

8.01 Union officers or representatives shall have access to the Employer's premises upon proper notification and identification to talk to any employee regarding union matters and for the purpose of adjusting disputes, investigating working conditions and ascertaining if the Agreement is being adhered to but such officers or representative shall not at any time interfere with the normal operation of the Employer's business. Such officers or representative shall be granted access to the Employer's office facilities but shall not be granted access to the Employer's security areas.

8.02 **Union Bulletin Board**

The Employer shall furnish and install a suitable notice board for posting of notices of items of Union interest to the employees. Such notices shall be signed and approved by a designated representative of the Union prior to posting.

8.03 **Union Representation**

Any employee requested by management to attend a meeting which will result in a written reprimand being placed on the employee's personnel file, a suspension, or discharge, shall be notified of his/her right to have a Shop Steward present. The Union will provide each branch with the name of a Shop Steward and an Assistant Shop Steward.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Any complaint, disagreement or difference of opinion between the Employer and the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms or provisions of this Agreement shall be considered a grievance. Any grievance which is not presented in writing within seven (7) days following the date giving rise to such grievance or date of discovery thereof shall be considered null and void. The shop steward shall be permitted to take up grievances during working hours without loss of pay.

9.02 The steps of the grievance procedure shall be as follows:

(a) **Complaint Stage**

Prior to filing a grievance, the shop steward and/or the employee shall raise a concern with respect to an alleged violation of the Collective Agreement and shall discuss this complaint with the Branch Manager, or his/her designate within seven (7) days of the alleged grievous act occurring. Failure to raise a complaint in a timely fashion to allow this issue to be discussed by the parties shall preclude the filing of a grievance until such time as such discussion takes place.

(b) **STEP I**

- (i) The shop steward, with or without the employee(s) concerned, shall submit the written grievance on a form provided by the Union, to the Branch Manager, or his designate, who shall render a written decision within seven (7) working days of the submission of the grievance. The shop steward may have the assistance of the Union Staff Representative at this meeting.
- (ii) Failing settlement at Step I within seven (7) working days, the decision by the Branch Manager or his designate and the matter in dispute may be submitted to Step II as set out herein.

(c) **STEP II**

- (i) If a solution is not reached at Step I then the Union shall refer the matter to the Company's Regional General Manager or his designate (Labour Relations Manager) who shall either meet with the Union Grievance Committee or render his written decision within twenty (20) working days following receipt of the grievance.
- (ii) The time limit set forth in Steps I and II above may be waived by mutual agreement between the parties.
- (iii) In the discussion of grievances with the Employer, a designated representative of the Union may, at any step of the grievance procedure, represent the members of the bargaining unit either individually or collectively.

ARTICLE 10 - ARBITRATION

10.01 Any grievance or dispute between the Employer and the Union which involves the interpretation, application or performance of the terms of this Agreement and which cannot be settled to the mutual satisfaction of the parties hereto may be submitted to an Arbitration Board to consist of three (3) persons, one (1) to be selected by the Employer, one (1) by the Union and an impartial Arbitrator to be selected by the parties to this Agreement. Said third person shall be Chairperson of the Arbitration Board. The parties may, by mutual agreement, waive the above requirements in favour of a single Arbitrator.

10.02 If the members selected by the Employer and the Union are unable to agree upon a Chairperson within ten (10) days, either party may apply to the Dean of Law, College of Law, University of Saskatchewan, to act, at his option, or to name the Chairperson.

- 10.03 The Arbitration Board or single Arbitrator shall be confined to subject submitted for decision and may in no event as a part of any such decision rendered thereon, impose on either party any obligation not agreed to by the terms of this Agreement or which may effect a reformation or amendment of this Agreement or any of the provisions hereof.
- 10.04 Majority rule shall prevail in all decisions of the Arbitration Board. The decision of the Committee shall be in writing and such decision shall be final and binding upon the parties. The expenses of the Chairperson shall be borne equally between the parties.

ARTICLE 11 - DISCHARGE AND SUSPENSION

- 11.01 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must confirm to the employee in writing his discharge or suspension and the reason(s) therefore within reasonable time, not to exceed five (5) working days. Such written confirmation/notice shall also be given to the Shop Steward and a copy mailed to the Union office within the five (5) working days referenced above.
- 11.02 In the event the parties do not agree that just cause has been shown in a case involving the discharge or suspension of an employee, the matter shall be subject to the grievance procedure herein before contained.
- 11.03 Unless otherwise agreed between the Union and the Employer, a written warning or suspension will be removed from the employee's personnel file and destroyed after a period of eighteen (18) months from the date of issuance of such warning and will not be relied on for any purpose, provided that the employee did not receive any warnings or other discipline within the eighteen (18) month period.

ARTICLE 12 - SENIORITY

- 12.01 All new employees shall be considered probationary for the first ninety (90) days, or two hundred (200) hours worked, whichever is greater, from their first shift worked (excluding Basic Blue) during which period they may be discharged by the Employer without further recourse by the Union.
- 12.02 (a) Seniority for full-time and part-time employees shall be determined by their date of hire. Should two (2) or more employees have the same date of hire their ranking will be determined by a number draw with number one being the most senior.
- (b) Employees promoted to a full-time vacancy and/or new full-time position shall have a full-time seniority date established for the sole purpose of determining full-time bid run positions, layoffs and/or demotions from full-time positions.

- 12.03 Any employee who has been promoted to a higher classification outside the bargaining unit and, after a reasonable trial period, not to exceed six (6) months, does not meet the Employer's requirements for the new position or chooses to return to the bargaining unit, shall be restored to his former position and shall retain his seniority therein.
- 12.04 An employee shall forfeit seniority in any of the following events:
- (a) He is dismissed for just cause and not reinstated;
 - (b) He voluntarily leaves the service of the Employer;
 - (c) He fails to report to work after a layoff in accordance with Article 14.03 below without a legitimate reason;
 - (d) He fails to report to work at the expiration of a leave of absence except for a legitimate reason;
 - (e) He is absent from work for three (3) days without immediately notifying the Employer, except for a legitimate reason;
 - (f) He is promoted and remains outside of the bargaining unit six (6) months or longer;
 - (g) He has not been employed during a period in excess of twelve (12) months;
 - (h) A legitimate reason as defined in Article 12.04 (c)(d) and (f) above shall not include, among other reasons, other employment.
- 12.05 Part-time employees shall have seniority for the purposes of scheduling, layoff and recall, booking of vacations and promotion to full-time positions only under this Agreement except as provided in Article 13.03.
- 12.06 (a) The Employer shall furnish the Union with an up-to-date seniority list for each branch each six (6) months indicating each employee's seniority date, classification and last known home address. In addition, the Employer shall post a copy of the current seniority list in a place accessible to employees. Seniority shall operate independently in each Branch.
- 12.07 (a) Seniority for employees shall be by branch and division.
- 1. Full-time Armoured/ATM
 - 2. Part-time Armoured/ATM

1. Full-time Cash Logistics
2. Part-time Cash Logistics

For the purpose of this Article, the Regina and Saskatoon operations are considered as individual branches. Seniority shall not be transferred from one branch or division to another.

- (b) In the event an employee transfers between branches or divisions without an interruption of service, their date of hire will remain unchanged for the purposes of service related benefits.
- (c) The Employer recognizes the desirability in general of retaining employees with longer continuity of service and the Union recognizes that the Employer must maintain an effective working force. In all cases of layoff, the principle of seniority shall be followed provided that the employee retained is as well qualified to do the work as the employee laid off. A reasonable time not to exceed thirty (30) days shall be provided to the appropriate affected employee to prove their ability to satisfactorily perform the required duties of the position.

ARTICLE 13 - PROMOTIONS AND VACANCIES

- 13.01 Notices of vacancies which the Employer wishes to fill shall be posted on the bulletin board and employees shall be allowed five (5) working days in which to make written applications for such vacancies or new positions. Promotions to higher classifications or the filling of vacancies within the bargaining unit shall be made in accordance with seniority as defined in Article 12.02 provided employees considered for promotion or the filling of a vacancy possess the requisite ability and qualifications necessary to perform the duties of the higher classification and/or vacancy or are capable of obtaining such qualifications within a period not exceeding (30) thirty working days. Any employee who has been promoted to a higher classification within the bargaining unit and after a reasonable trial period, not to exceed three (3) months, does not meet the job requirements for the higher position, shall be restored to his former position and retain his seniority. Such trial period may be extended by mutual agreement between the Employer and the Union.
- 13.02 The Employer shall post and fill any temporary relief vacancies caused by illness, injury or an approved leave of absence, excluding vacation openings over twelve (12) days on the basis of seniority, ability and qualifications necessary to fill the position. An employee shall be compensated at the appropriate rate of pay in the classification he/she is relieving in. This clause shall be limited to only the initial relief vacancy position.
- 13.03 Part-time employees shall have seniority for the purpose of promotion to full-time positions provided that such employees possess the qualifications and ability necessary to perform the job requirements required by full-time employees.

- 13.04 (a) Whenever the guaranteed number of hours of work per week shall be regularly available to a single part-time employee, in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency, holiday and special (ad hoc) night work then a part-time employee will be added to the list of full-time employees.
- (b) Conversely, whenever the guaranteed number of hours of work per week shall no longer be regularly available to the junior full-time employee for a minimum of four (4) consecutive weeks, exclusive of relief work performed for employees who are absent or on vacation, emergency, holiday and special (ad hoc) night work then the junior full-time employee shall be reduced to part-time status or laid off at his/her option. If the employee elects layoff at this time, such layoff shall be final until recall.
- 13.05 The parties agree that available hours of work including turret work shall be used as a scheduled assignment where feasible and consistent with other clauses of the Collective Agreement to maintain full-time classification positions. This notwithstanding, it is understood and agreed that turret work shall be included in the calculation of regularly available hours of work to determine if an employee should be promoted to full-time status from part-time status.

ARTICLE 14 - LAYOFFS, RECALLS AND DEMOTIONS

- 14.01 Layoffs or demotions to lower classifications within the bargaining unit due to reduced work requirements of the Employer shall be made in reverse order of seniority.
- 14.02 The Employer shall not lay off or discharge an employee, except for just cause, without giving the employee at least the following written notice or pay in lieu of such notice:
- (a) One (1) week's written notice if his period of employment is less than one (1) year;
 - (b) Two (2) weeks' written notice if his period of employment is one (1) year or more but less than three (3) years;
 - (c) Four (4) weeks' written notice if his period of employment is three (3) years or more but less than five (5) years.
 - (d) Six (6) weeks' written notice if his period of employment is five (5) years or more but less than ten (10) years.
 - (e) Eight (8) weeks' written notice if his period of employment is ten (10) years or more.

14.03 In the event of a layoff of full-time employees, an employee so laid off shall be given fourteen (14) days' written notice, of recall by registered mail at the employee's last known address according to the Employer's records. It shall be the responsibility of the employee to keep the Employer advised of his current address. The employee must respond to such notice of recall within five (5) days from the mailing of such notice and must actually report for work within fourteen (14) days from the mailing of such notice or on the date for reporting specified in such notice, whichever shall be later. If the employee fails to comply with the foregoing, he shall lose all seniority rights under this Agreement, including the right to recall.

14.04 **Demotions From Full-time Positions**

In the event the work requirements of the Employer shall be reduced due to loss of business or curtailment of the Employer's operation, to the point that the guaranteed number of hours of work per week shall not be regularly available to a full-time employee a minimum of four (4) consecutive weeks exclusive of relief work, vacation, emergency, holiday and special ad hoc night work, the junior full-time employee(s) shall be reduced to part-time status or laid off, at the employee's option. Layoff shall be final until recall to full-time status.

- 14.05 (a) Full-time employees who may be demoted to the status of part-time employees, shall hold top seniority among the part-time employees and shall have first call to assignments with greater earning opportunities and be first in line for promotion to full-time status. An employee demoted to part-time status will retain his full-time rate of pay and applicable benefits for a period of ninety (90) days, provided he is available to meet the Employer's scheduling requirements. Should the employee fail to meet the above conditions during the ninety (90) day period, they will lose their full-time rate of pay and benefits.
- (b) Should a full-time employee request to be demoted to the status of a part-time employee, he/she must provide such a request in writing at least eleven (11) days prior to the effective date. The employee shall slot into the part-time position using their date of hire seniority date for the purposes of scheduling hours of work. An employee's wage rate will be reduced to reflect the position the employee is occupying as a part-time employee effective the first day of the beginning of a new pay period. In this case, the provisions of Article 14 shall not be applicable.

ARTICLE 15 - BID RUNS

15.01 **Full-time Bid Runs**

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

- (a) Twice each year, no later than the 10th day of March and no later than the 10th day of September, the Employer shall post a schedule of runs and assignments with the corresponding proposed guide sheets. 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 duration, 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.
- (b) The schedule so posted shall remain posted for a period of seven (7) days to permit employees to study the schedules on which they will bid.
- (c) Seven (7) days after the posting of such schedule **and description of work to be done (e.g. Roadnet report, road guide sheets)**, those employees eligible to bid will be permitted to bid for their weekly schedules. **Employees on leave or vacation will be notified of the Bid and will be provided with the schedules.** Such bidding shall be in order of overall seniority. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule.
- (d) Eligible full-time employees will be called in order of their overall seniority and once called shall be given a **two (2) hour** time limit in which they may bid for the weekly block assignment of their choice. **Employees can also provide their bid choices with priority rankings in writing in advance of the bid.**
- If an employee shall fail or refuse to make any bid within the time limit allowed, he shall be assigned to a pool of unbid employees and the next junior employee who is qualified, shall be permitted to bid until the blocks are bid. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis. Failure to advise the Employer shall result in that employee being assigned to the pool of unbid employees.
- (e) Employees shall be assigned to their selected weekly block schedules no later than the second (2nd) Sunday after the final bid selection is made. Once an employee has been assigned to a weekly block of runs, such employee will remain on such block until the next general bid.
- (f) The Employer reserves the right to refuse permission to an employee to bid on a certain weekly schedule as well as the right to remove him from a weekly schedule he has bid. At the employee's request, the reasons for the refusal will be given in writing. Any dispute involving such refusal to assign or the removal of an employee from a bid run may be the subject of a grievance under the terms of this Agreement. The Employer reserves the right to change runs from time to time by

adding stops or removing stops, changing starting times, merging, consolidating, eliminating and adding runs.

- (g) **Merging** - In the event two (2) or more runs are merged, the employees on said runs shall bid on the runs affected in order of overall seniority for the right to remain on the merged run or revert to the pool of unbid employees.
- (h) **Elimination of Runs** - In the event a run shall be eliminated, the employees on that run shall revert to the pool until the next general bid.
- (i) **Addition of Runs** - In the event a run shall be established, assignments to that run shall be made from the pool until the next general bid.
- (j) **Vacancies** - To cover vacancies on runs or schedules, replacement shall be made as follows:
 - (1) Vacancies caused by retirement, death and/or termination shall be posted and filled in accordance with Article 13.
 - (2) Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool.
 - (3) 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.
- (k) During those weeks in which holidays occur, runs and assignments will be adjusted to accommodate necessary changes of operation. During such weeks, bid runs shall be suspended and employees shall be subject to assignment at the discretion of the Employer.
- (l) Full-time employees who are not eligible to bid or who have elected not to bid, shall comprise a pool of unbid employees. These pool employees shall be subject to assignment to the various runs or schedules at the Employer's discretion. The Employer reserves the right to work employees interchangeably in any of the classifications covered under this Agreement. Employees shall have no right to refuse any assignment to any run or classification. Further, employees may not voluntarily demote themselves from one (1) classification to a lower classification.
- (m) Should a significant number of employees be affected by (g), (h), (i) of this clause, the Employer and the Union shall meet to discuss alternatives including a potential re-bid of runs and/or a bump (maximum 2 persons).

15.02 **Part-time Scheduling**

- (a) Work assignments for part-time employees will be scheduled from a weekly part-time availability list according to seniority provided the employees are qualified to perform the work required. Part-time employees must make themselves available for a minimum of four (4) scheduled shifts per month. When the weekly schedule is made up, the part-time employees will be required to be available for the scheduled shift(s). Should a part-time employee not make himself available for a minimum of four (4) shifts per month, he will be formally advised to comply with the availability requirements within thirty (30) days or he may be subject to termination.
- (b) Part-time employees shall indicate their availability on the sign-up list no later than every Friday by 17:00 for the schedule to be posted the following Wednesday. Employees will be expected to work scheduled shifts for which they have confirmed availability and failure to do so may result in discipline.

ARTICLE 16 - BLENDED SERVICES

- 16.01 (a) The parties agree to continue the current practice of blended services in the Province of Saskatchewan.
- (b) If the run is a traditional two (2) man over-the-road Armoured crew required to perform cash loads service, they will have an ATM Technician assigned to the crew who will be responsible, with the assistance of the Messenger, to complete the cash loads and act as a Guard.
- (c) Both the Messenger and the Driver will be paid at the applicable armoured rate and the ATM Technician will be paid at the applicable Technician rate for the duration of the run.
- (d) If the run is a traditional over-the-road ATM run required to perform Armoured work on the run, crew members will be paid at the armoured rates for Messenger, Driver and Guard classifications respectively for one (1) hour if required to do four (4) stops or less. If required to do over four (4) armoured stops on the run, they will be paid at armoured rates for an additional hour.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 (a) The scale of wages as referenced 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 day. All hours worked in excess of forty (40) hours in any one week or in excess of eight (8) hours in any one day shall be paid for at one and one-half (1 ½) times the regular hourly wage rates as listed in Appendix "A". Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

- (b) Full-time employees may be required to work a modified work schedule of four (4) days or less. Such employees shall be guaranteed a minimum of forty (40) hours or the equivalent thereof in pay. Employees scheduled to work such shifts shall receive overtime after ten (10) hours in a day or forty (40) hours in a week but not both.
 - (i) Modified work schedules shall be scheduled in such a manner as to guarantee employees three (3) consecutive days off unless otherwise agreed to between the Employer and the Union.
 - (ii) Bereavement Leave and paid holidays shall be on the basis of ten (10) hours' pay for each day.
 - (iii) Vacation weeks will be converted to hours based on three (3), four (4) and five (5) week entitlements and employees shall withdraw from their total vacation hours the number of hours they wish to take for vacation.
 - (iv) Sick Leave shall be calculated on the basis of forty (40) hours and employees shall deduct the number of hours they wish to take for sick leave from the total number of hours entitled.
 - (v) Discipline (suspension) shall be on the basis of a day is equal to ten (10) hours.

(c) **Short Shifting**

Employees are entitled to a period of eight (8) hours of rest in any period of twenty-four (24) consecutive hours.

Employees who work more than eight (8) hours or ten (10) hours (modified workweek) in the twenty-four (24) consecutive hour period shall be paid overtime pay for all such hours worked in excess of eight (8) or ten (10) in the twenty-four (24) hour period.

17.02 All full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent in pay thereof. The Employer shall schedule employees so that the weekly guarantee is satisfied in five (5) days or less.

- 17.03 (a) The Employer shall be privileged but not obligated to work employees in excess of the number of hours guaranteed per week.
 - (b) (i) 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 on the basis of overall seniority among employees scheduled off on that day, and provided that

such employees are qualified to perform the work available, and have the appropriate high/low access capability.

- (ii) Employees desiring such assignments shall be required to indicate their willingness for such assignment by signing the appropriate list posted by the Employer no later than Friday by 17:00 for the schedule to be posted the following Wednesday. Assignments to such work shall be offered only to those employees who have signed the lists beforehand.
- (iii) Should there be insufficient employees who have indicated their willingness to work on their scheduled day off, the junior full-time employee will be obligated to work.

17.04 Employees shall be guaranteed four (4) hours of work or the equivalent thereof in pay for each daily call to work Sunday through Saturday.

17.05 Requests for additional assignments after an employee's scheduled end time and following an employee clocking out shall be considered a call to work. An employee shall be made aware of any manual changes to his timecard that have a negative impact (reduction) on pay.

17.06 (a) The Employer reserves the right to assign and schedule employees to days of work and days off, the various run assignments and shift assignments, as in its judgment best suits the needs of its business. Sunday, Holiday and "on-call" work shall be treated as part of the regular work schedule. Employees shall be assigned to such work as provided below.

- (b) A weekly schedule of work showing the days of work, days off, starting time and run assignments for all full-time employees will be posted by Wednesday no later than six (6:00) p.m. of the preceding week. Once posted, changes will be made in said schedule only to meet emergencies, balance hours, adjust for absenteeism, tardiness and extra work and to correct apparent errors. Vacancies occurring in the assignments may be filled by part-time employees provided, whenever it is possible to do so, reasonable advance notice will be given to the employees whose posted schedule is being changed.

17.07 The Employer agrees to schedule, on the basis of seniority, all full-time employees the most available hours of work per day up to a maximum of forty (40) hours per week in five (5) days or less exclusive of relief work for employees who are absent or on vacation, emergency, special Sunday, holiday and Special (ad hoc) night work.

17.08 If the Employer is unable to operate because of declaration of emergency by Federal, Provincial or Local government, the provided guarantee in Articles 17.02 and 17.04 above shall be reduced by the same time as the Employer is forced to suspend operations.

17.09 Banked Overtime

- (a) Full-time employees, at their option, may elect, in lieu of payment for overtime hours worked, to bank such hours on a straight time hour-for-hour basis. Such hours shall be removed from the bank six (6) months following the date of deposit and/or before the end of the calendar year.
- (b) In the event banked hours are taken as lieu time off, then such leave will be based on a straight hour-for-hour exchange and must be by mutual agreement between the Branch Manager/Supervisor and the employee.
- (c) All hours removed from the bank and not used as lieu time off will be paid at one and one-half (1 ½) times the applicable hourly rate.

17.10 Special Night Work

Any employee who shall be recalled to perform special night work after he has completed his assignment for the day and has checked out, shall be paid at one and one-half (1½) times the wage rate applicable to the classification to which he is assigned on such work. Full-time employees shall be guaranteed four (4) hours and part-time employees shall be guaranteed four (4) hours or the equivalent thereof in pay for each report for special night 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.

- 17.11** 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 ½) times the regular hourly rate applicable to the respective classification. 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.

17.12 Lunch Breaks

Employees shall be allowed one-half (½) hour for lunch and the Employer shall make reasonable efforts to schedule lunch periods of employees as near to noon as may be practical. Such time shall not be considered as time worked, provided, in the event any employee is required to remain on the Employer's truck or on duty at the Employer's request, while eating lunch, that lunch period shall be considered as time worked. The Employer shall provide a meal allowance of eight (\$8.00) dollars to vault employees who at the request of the Employer work in excess of ten (10) hours awaiting the arrival of over-the-road runs.

17.13 Coffee Breaks

The Employer recognizes that on most runs, the crew does arrange for brief periods, not to

exceed fifteen (15) minutes, during which they stop for coffee breaks. This practice is recognized and will be permitted to continue.

17.14 On Call

- (a) Employees may be required to be available for work on “on call”/standby basis. If called to work while on standby, an employee shall receive a guarantee of four (4) hours of work or the equivalent thereof in pay at the employee’s regular hourly wage rate. The actual hours worked when called in to work while on standby shall be added to the accumulated hours of work for that week.
- (b)
 - (i) Employees shall be paid three dollars and twenty-five cents (\$3.25) for every hour on standby, provided, however, that if the employee is called to work then no standby pay will be due for the hours worked or guaranteed when called to work.
 - (ii) Whenever employees are scheduled to work standby on Christmas Day, the Employer will pay the regular standby fee for all standby hours and, in the event an employee is called for service, the employee will receive the regular four (4) hours’ guarantee at time and one-half (1½).
- (c) Standby hours shall not be considered as hours worked.
- (d) “On call”/standby work may be offered first to part-time employees. “On call” work offered to the junior full-time ATM employees shall be done so in order of seniority provided the employee is qualified to do the work required and has the appropriate access combination.
- (e) Work performed in connection with being on call shall not be considered as working a split shift.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

- 18.01 The normal pay period shall commence on Sunday and run through the following Saturday. Employees shall be paid once weekly by direct deposit on a designated day.
- 18.02 On overnight runs, **as of date ratification**, each member of the crew shall be paid a meal allowance in the amount of **fifty-three (\$53.00)** dollars for each night spent away from the home terminal. The allowance will be increased by one dollar and fifty cents (\$1.50) on each **anniversary of ratification** for the duration of the Agreement **and paid by direct deposit (where practicable)**. Additionally, such crew members shall be provided with reasonable hotel lodging, two (2) men to a double room.

- 18.03 (a) When a member of the bargaining unit is asked and accepts to perform duties normally performed by members of the Management Group, this employee will be paid the Messenger rate of pay for all time spent in such position.
- (b) For the duration of this period of replacement, such employee will not be part of the bargaining unit, however, no bargaining-unit employee will be compelled to relieve in an out-of-scope position. An employee who accepts this temporary work shall have rights to the grievance and arbitration procedure of the Collective Agreement should an employee have his employment terminated.

18.04 An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence using the following formula:

$$\text{Base Rate} \times [\text{Straight time} + (\text{Overtime Hours} \times 1.5)] \times 1.3$$

Furthermore, the Union shall make such payment prior to the last business day of the month in which the leave takes place.

ARTICLE 19 - HOLIDAYS AND SPECIAL NIGHT WORK

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

New Year's Day	Good Friday	Victoria Day
Canada Day	Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Family Day (3 rd Monday in February)		Boxing Day

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

- 19.02 In addition to the above designated holidays, full-time employees (Armoured and ATM) will be granted one (1) Float Day holiday. Full-time employees who have completed twenty (20) years or more of continuous service shall be granted a second float day holiday. Such date shall be mutually agreeable to both management and the employee and shall be requested at least three (3) weeks prior to the employee's requested day off. If an employee fails to take his/her Float Day holiday, it shall be paid out at equivalent straight time rate of pay at year end.
- 19.03 Full-time employees who shall work during the week in which one of the above designated holidays shall occur shall be granted a holiday credit of eight (8) hours. Such hours shall be considered as hours worked and added in the accumulated hours of work for that week.

19.04 Employees required to work on holidays shall be paid for all hours worked on such holidays at one and one-half (1½) times the regular hourly rate of pay applicable to the classification to which they are assigned on such work and each employee shall be guaranteed four (4) hours of work or the equivalent thereof in pay for each call to work on such days, such hours not to be included in the regular weekly hours of work for that week.

19.05 **Holiday and Special Ad Hoc Night Work**

Holiday and Special (ad hoc) Night Work shall be assigned to full-time employees in accordance with their overall seniority on a rotating basis, provided such employee is qualified to perform the work available. In the event employees relinquish their assignment 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 of full-time employees accept such assignments, the Employer reserves the right to assign part-time employees or the least senior qualified full-time employees to such work. As much advance notice as possible will be given to employees who are asked to work overtime.

ARTICLE 20 - VACATIONS

20.01 The Vacation season in each year shall extend from the first Sunday in January to the second Saturday in December.

20.02 Full-time employees who have completed one (1) or more years of continuous service with the Employer shall be granted three (3) weeks' vacation with pay. Employees who have completed eight (8) years or more continuous service shall be granted four (4) weeks' vacation with pay. Employees who have completed fifteen (15) years or more continuous service shall be granted five (5) weeks' vacation with pay. Continuous service shall be based on the employment anniversary date of each employee. Vacation pay shall be computed at the rate of two (2%) percent of the employee's annual earnings during the preceding calendar year for each week of vacation to which the employee is entitled.

For part-time employees who are hired after the date of ratification, should they be promoted to full-time at some point in the future, their annual vacation entitlement will be based on their total number of hours' service from their original hire date. For greater clarity, all hours worked as a part-time employee from their hire date would be totaled and divided by 2080 to establish a number of service years to be credited along with their full-time hire date. Existing part-time employees (those hired prior to ratification) will be entitled based on their original hire date.

20.03 Any full-time employee who has completed less than one (1) year of continuous service as a full-time employee prior to the preceding December 31st, shall be granted one and one-quarter (1¼) days for each one (1) month of completed service prior to December 31st

with pay. Such vacation pay shall be computed at the rate of six percent (6%) of the employee's annual earnings during the preceding calendar year.

- 20.04 Vacation pay for part-time employees shall be in accordance with the *Saskatchewan Employment Act*.
- 20.05 Vacation pay for any employee who is terminated shall be in accordance with the *Saskatchewan Employment Act*.
- 20.06 If a designated holiday occurs during any employee's paid vacation, he shall be granted one (1) additional day's pay in lieu thereof computed on the basis of eight (8) hours at straight time hourly rates or he shall be granted one (1) additional day off with pay, provided the date of such day off shall be mutually agreed upon between the Employer and the employee.
- 20.07 Vacation shall be selected by employees in accordance with their seniority within the respective classifications, however, the Employer shall determine the maximum number of employees in each classification who shall be absent due to vacation during any one period.
- 20.08 Providing there are sufficient numbers of qualified employees to fulfill the available work, the Employer agrees that, at the Regina Branch, a maximum of three (3) employees per Division and, at the Saskatoon Branch, a maximum of two (2) employees per Division may be absent due to vacation during any one period.
- 20.09 The vacation schedule shall be posted on or before March 1st. Employees shall be provided vacation selection forms to pick their selection. The completed forms need to be submitted to management by March 15th for vacation schedule completion with the Shop Steward. Vacation selection must be finalized by March 31st. Should more than the limited number choose the same vacation period, the length of full-time service will be the determining factor. Employees who do not make their selection by March 15th shall have their vacation periods assigned by the Employer. This vacation schedule shall operate independently of any other vacation schedule in each branch.
- 20.10 Upon written request with a minimum of two weeks' notice, employees may receive their vacation pay on a date not later than one (1) working day previous to the date on which their vacations are scheduled to start.

ARTICLE 21 - UNIFORMS

- 21.01 (a) The Employer shall furnish and pay for appropriate seasonal 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. 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.

- (b) **Effective date of ratification**, the Employer agrees to provide a footwear allowance by reimbursing full-time employees up to one hundred and **fifty (\$150.00)** dollars every twenty-four (24) months. The footwear must be black and in compliance with the Brink's Uniform and Appearance Policy.

21.02 As a result of implementation of the "All-Off" model in 2016, the Employer will provide a Bullet Resistant Vest for each employee. Henceforth, it will be mandatory for each employee to wear his vest while on duty. In the event that an employee terminates his employment with Brink's, the vest must be returned to the Employer along with all other Company-issued property.

21.03 Vests for road employees (full-time and part-time) are 100% paid for by the Employer and remain Company property. Such vests shall be up to date and proper fitting in accordance with the manufacturer's guidelines.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 The Employer shall comply with all applicable provisions of the *Saskatchewan Employment Act*.
- 22.02 It shall be the duty of the employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in a safe operating condition.
- 22.03 It is agreed between the Employer and the Union having regard for safety of driver's 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.
- 22.04 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.
- 22.05 Any armoured car newly assigned to the Regina or Saskatoon branch shall be air conditioned.
- 22.06 Where new types of equipment or operations not in existence at the time of execution of this Agreement and for which rates of pay are not established by this Agreement or performed and are put into use by bargaining-unit employees, rates covering such operation or equipment shall be subject to negotiation between the parties. In the event the parties fail to reach agreement within thirty (30) days after such equipment and/or operations are put into effect, the matter shall be subject to the arbitration procedure contained herein.

- 22.07 The Employer agrees to pay the cost for two (2) employees per branch (one (1) on days and one (1) on nights) per year in order for such employees to receive CPR training and/or to take an upgrading CPR refresher course. Employees will be paid based on their classification scheduled for that day at their basic straight time hourly rate for all hours in attendance. **Additional training for one (1) inside employee in the Regina branch shall be provided.**

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Union Leave

If an employee is elected or appointed as an official delegate to attend conventions, business meetings, education courses, conferences or seminars, in connection with the affairs of the Union, he shall, on giving the Employer at least fourteen (14) days' notice, be granted leave of absence, without pay, to attend such meetings or conventions, provided such leave does not interfere with the Employer's work requirements. Such leaves shall not be unreasonably withheld. The Employer shall use its best endeavors towards replacing the delegates in attempting to assure such leaves of absence.

- 23.02 Special leave of absence, without pay, without loss of seniority, without discrimination and without loss of any other rights or privileges may be granted for personal reasons. The Union shall be advised of the duration of the leave and the reasons therefore. Such leave shall not be unreasonably withheld.
- 23.03 (a) The Employer shall grant Maternity and/or Parental Leave of Absence without pay pursuant to the current Legislation as set out in subdivision **11** of the *Saskatchewan Employment Act*.
- (b) Employees are required to submit to the Employer a written application for leave at least four (4) weeks before the day specified by him/her in the application as to the day he/she intends to commence the leave.
- 23.04 (a) Any full-time and part-time employee who shall suffer death in his immediate family (that is, parents, spouse's parents, spouse, children, brother or sister) while actively working, shall be granted a leave of absence immediately following the date of said death up to and including the date of the funeral and shall be paid eight (8) hours for each day of said leave on which he was scheduled to work up to a maximum of three (3) scheduled working days. For the purposes of this provision, the term "parents" shall be deemed to include step-parents. Such employee shall be granted a leave of absence of one (1) day for the purpose of attending the funeral of a brother-in-law, sister-in-law or grandparent and will be paid eight (8) hours for such day provided the funeral occurs on the employee's scheduled day of work and, provided further, the employee actually attends the funeral.

- (c) In cases where the death of a family member, as referenced in Article 23.04(a), occurs during an employee's vacation period, the employee shall receive three (3) days' paid bereavement leave and shall also be entitled to reschedule the three (3) days of vacation entitlement.

- 23.05 In the event any employee is required to serve on the jury, attend for jury selection, or appear as a crown witness, they shall be paid the difference between the jury fees earned and his/her scheduled shift, provided such payment shall be limited to a maximum period of four (4) weeks in any calendar year and provided the employee shall make himself available for work for the Employer on those days and at the time when he is not required to serve on the jury. The employee shall be required to provide written proof to the management and identify any compensation received.
- 23.06 In the event any employee is subpoenaed to appear as a witness on behalf of the Employer in a case where the Employer is involved, he shall be paid eight (8) hours at his regular hourly straight time rate of pay for each day the employee must appear as a witness on behalf of the Employer. The hours paid for as above provided shall be considered as hours worked.

ARTICLE 24 - PICKET LINES

- 24.01 It shall not be a violation of this Agreement nor shall it be cause for the discharge or discipline of any employee should such employee refuse to cross a picket line at the premises of any employer involved in a lawful primary labour dispute provided the Union advises the Employer of any intention on its part or on the part of any of its members to refuse to cross such picket line.

ARTICLE 25 - FIREARM QUALIFICATIONS

- 25.01 (a) 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 Brink's Canada Limited. 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.
- (b) 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 endeavour to provide employees with the necessary equipment and training to enhance their proficiency in the safe handling of firearms.

ARTICLE 26 - MEDICAL EXAMINER/EXAMINATIONS

26.01 Medical Examiner

In the event a dispute exists concerning the physical or mental abilities of an employee,

the Employer reserves the right to select its own medical examiner or physician and the Union, if it believes an injustice has been done such employee, can have such employee re-examined at the Union's expense. If the two (2) physicians disagree, they shall mutually agree on a third physician whose decision shall be final and binding on both parties. The expenses of the third physician shall be equally divided between the Union and the Employer. Such provision shall be in lieu of the foregoing arbitration provision.

26.02 **Medical Examinations**

- (a) In compliance with the Canada Criminal Code and the employee's application for the securing of a Possession and Acquisition Licence (P.A.L.), the Union and the Employer recognize that employees must be mentally capable of performing their duties as an armoured guard employee.
- (b) Therefore, the Employer shall have the right to request a clean bill of health from any employee when he is off on a sick leave of absence because of a mental and/or depressive medical disorder before such employee can return to work.
- (c) A mental disorder shall be defined as the inability to understand the nature and effect of the act in which a person is engaged and the business he or she is transacting which is to be medically verified by the appropriate medical authorities.
- (d) A depressive disorder is defined as being an emotional condition precipitated by some external factor generally considered to be a neurosis and which is to be medically verified by the appropriate medical authorities.
- (e) The only question that will be required to be answered will be as follows:
"Is the employee mentally competent to return to work with the Employer recognizing that the employee is an armoured guard employee required to carry a firearm?"
- (f) The affected employee shall have the sole right to a medical authority of his own choosing or such other referral to the proper medical authority by his family physician.
- (g) Should the above question be answered in the affirmative then the Employer will immediately reinstate the employee to full active duties without any further investigation and without loss of seniority.
 - (i) In cases where the Employer initiates the medical review and the employee is cleared to return to work, he shall be paid all lost wages and benefits.
 - (ii) In cases where the medical review is caused by the actions of the employee and he is cleared to return to work, he shall not be paid lost wages and/or benefits.

- (h) Further, the Employer will do what is practically necessary to support the employee's application for securing a Possession and Acquisition License (P.A.L.).
- (i) Should the question be answered in the negative then the employee will continue on a medical leave of absence without loss of seniority pursuant to any applicable section of Article 10 of the Collective Agreement until such time as the employee is mentally competent to return to work as medically certified by a clean bill of health.
- (j) The Employer agrees that under the circumstances of sub-clause (i), an employee will be allowed access to the Employer Group Insurance Plan Benefits if entitled by the terms of the Collective Agreement, Workers' Compensation Benefits, Employment Insurance Sick Leave Benefits, Canada Pension Plan Total Disability Benefits, Disability Benefits under the Employer Pension Plan and Sick Leave Benefits under Article 28. The Employer will assist the affected employee with all the necessary documentation in applying for Benefits from the above-mentioned programs.
- (k) The Employer shall pay for the cost of securing the appropriate medical certificate declaring an employee has a clean bill of health.

ARTICLE 27 - PENSION

27.01 Effective February 1st, 2021 (the Transition Date) employees currently participating in the Brink's DB Pension Plan will transition to the Teamsters/RWDSU General Workers Pension Plan for future service.

27.02 The DB benefit accrued in the Brink's DB Plan will remain in the Brink's DB Plan and credited service will be frozen. The highest average earnings (best three consecutive years) of the employee will be updated until termination or retirement.

27.03

(A) **MEMBERSHIP**

- (i) **Effective February 1, 2021, all current and future Full-time and Part-time In Scope Employees, including Employees in receipt of short-term Group Insurance benefits including Long-term Disability benefits (if applicable) or Workers' Compensation benefits, shall become eligible to be covered under the Teamsters/RWDSU General Workers Union Pension Plan and Trust Fund (the "Trust Fund").**
- (ii) **Only Part-time employees who earn more than 35% of the Yearly Maximum Pensionable Earnings (YMPE) for 24 consecutive months will become eligible to participate in the Plan.**

- (iii) **Once enrolled in the Plan, members can only leave the Plan through Termination of employment or retirement from their employment with the Employer or otherwise allowed under the Saskatchewan Benefits/Pension Act.**
 - (iv) **Unless approved by the Board of Trustees there will not be any purchase of any past service.**
- (B) **The Employer shall become an Employer as defined in the Agreement. It is understood that the provisions of the Trust Agreement are as follows:**
- (i) **The Trust Agreement is entered by the participating unions (“the Union”) and the Trustees.**
 - (ii) **The Board of Trustees consists of at least three (3) Trustees who are appointed by the Teamsters Local 395 and the Saskatchewan Joint Board Retail, Wholesale and Department Store Union (SJBRWDSU) Unions.**
 - (iii) **The Trustees have complete authority and are responsible for the operation of the Trust Fund and the selection of all persons, firms or organizations who shall serve the Trustees.**
 - (iv) **The Trust Fund does not require any participating Employer or the Union to guarantee the benefits or assure the solvency of the Fund and it is understood and agreed that the Employer has no obligation to finance the benefits promised under the Trust Fund beyond making contributions pursuant to its Collective Agreement with the Union. It is the responsibility of the Trustees to ensure that the Trust Fund satisfies the minimum funding and solvency requirements of the Pension Benefits Act of Saskatchewan. The Trust Fund provides for the reduction of benefits for the purpose of meeting the prescribed tests for solvency of the Trust Fund subject to the approval of the reduction by the Superintendent of Pensions.**
 - (v) **The Trust Fund will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.**
 - (vi) **Inter-Plan Transfer Agreements may be affected with the Employer and any other Board of Trustees or plan sponsor to and from which Employees represented by the Unions may transfer. The provisions of any such agreement between the pension plan of the Employer and the Trust**

Fund shall be mutually acceptable to the Employer, the Union, and the Board of Trustees.

- (vii) All Employees of the Employer represented by the Union shall be informed of the provisions of the Trust Fund by the Union in accordance with the Province of Saskatchewan Pension Benefits Act.

(C) CONTRIBUTIONS

Commencing with and for the duration of the current Collective Agreement between the Union and the Employer and any renewals or extension thereof, it is agreed that the following contribution shall be made to the Trust Fund:

- (i) By each participating Employee as follows:
 Effective February 1st, 2021 2.75 % percent of gross earnings.
 Effective February 1st, 2022 5.75 % percent of gross earnings.
- (ii) By the Employer in respect of each active participating Employee as follows:
 Effective February 1st, 2021 5.75 % percent of gross earnings. Effective February 1st, 2022 5.75 % percent of gross earnings.
- (iii) Long Term Disability
- While a Full-time employee who is a member of the Pension Plan is entitled to receive and does receive income replacement benefits by the insurance carrier of the Company under the Company's Long-Term Disability Plan, the Employer shall contribute an amount equal to 5.75 % /per month or bi-weekly depending on payroll distribution. In no case shall this benefit be paid beyond the age of 65.
- (iv) Contributions along with a list of the Employees for whom they have been made (showing Employee and Employer amount separately) shall be provided by the Employer to the Trust Company, Plan Administrator or other financial institution designated by the Trustees to receive these and shall do so no later than twenty-one (21) days after the end of the Employer's normal 4-week, 5-week, or monthly accounting periods. This listing shall be prepared in a form compatible with the Employer's system and shall also show the amount of voluntary contributions, if any.
- (v) As the provisions of the Trust Fund allow for Employees to make

voluntary contributions (subject to Canada Revenue Agency's Limits), the Employer shall co-operate by taking payroll deductions and, subject to such time limits as may be set by the Employer, in changing the amount deducted from time to time.

(D) **ADMINISTRATION**

The Trust Fund shall be administered by such organization, persons or entity as the Trustees shall decide. The Employer agrees that it shall provide such details and information about employees covered under the Trust Fund as are needed to create Fund records and administer the Trust Fund and shall assist the Trustees as requested to ensure the proper and efficient operation of the Trust Fund.

(E) **RRSP CONTRIBUTION ROOM**

Subject to sufficient RRSP room in accordance with Canada Revenue Agency's rules, membership in the Plan will reduce eligible RRSP room automatically by their Pension Adjustment (PA).

(F) **EMPLOYER LIABILITY**

- (i) It is agreed that the Employer shall not have any liability beyond funding the amount set forth in paragraph (C). In the event the Employer should be required by law to meet an unfunded liability of the Trust Fund, it is agreed that benefits will be reduced for the purpose of meeting the required test for solvency of the Trust Fund, subject to the approval of such reduction by the Superintendent of Pensions.
- (ii) There may be liabilities and as such the employer agrees to assume any and all liabilities from the former Brinks DB Plan.

27.04 The Employer shall make the appropriate Canada Pension Plan deductions to the Government of Canada. The Employer shall reimburse each full-time employee, each pay period fifty-two (52) times per year, the total applicable amount of C.P.P. deductions during the pay period.

ARTICLE 28 - SICK LEAVE

28.01 Full-time employees who shall be unable to work due to non-service connected sickness or injury shall be granted leave at the rate of eight (8) hours or the equivalent number of hours

applicable to a modified workday for each scheduled day of work in which the employee shall be unable to work in the maximum amount of five (5) days in any calendar year subject to the following conditions. All book offs must be confirmed by directly contacting Branch Management via phone/voicemail, with as much advanced notice as possible.

Employees shall also have access to current year sick days for personal emergencies. Personal emergencies are for issues such as employee's medical care and that of the employee's immediate family or for legal matters of serious importance to the employee.

- 28.02 The employee shall be paid for absence due to any sickness or injury. Payments shall commence on the first day of absence and shall continue (up to the maximum above described) up to the date on which Welfare benefits become payable to the employee. The employees may carry over a maximum of thirty (30) days' unused sick leave into the following year. Except as provided in **28.03**, unused sick leave shall not be paid for. It is understood and agreed that the Employer reserves the right to require written medical proof of illness and that any proven abuse of sick leave by an employee, including the filing of false claims for sick leave payments, shall constitute just cause for disciplinary action, including discharge. In the event sick leave shall be exhausted and an employee's absence continues into the following year, he shall not be eligible for additional sick leave until after he has returned to work for a minimum period of one (1) week. An employee may use part or all of his accumulated bank of sick leave credits before applying for and receiving any benefits under the Group Insurance Plan. In cases where there is a cost for supplying medical certificates and forms, that cost will be borne by the Employer on the production of a receipt for such costs.

Example: If an employee has twenty (20) days' sick leave accumulated and he becomes ill and has to be off the job then the first twenty (20) days, if applicable, shall be paid for from sick leave accumulation. Should he be off of work longer than twenty (20) days then the Group Insurance Plan shall become effective.

- 28.03 At the employee's request any unused sick leave over a twenty (20) day accumulation shall be paid out at one hundred (100%) percent.**

ARTICLE 29 - NO STRIKE/NO LOCKOUT

- 29.01 It is understood and agreed that there shall be no strikes, slowdowns, lockouts or work stoppages during the term of this Agreement.

ARTICLE 30 - MISCELLANEOUS CONDITIONS OF EMPLOYMENT

- 30.01 Employees who are unable to report for work due to impassable roads, inclement weather, transportation problems, or any other reason shall notify the Manager as soon as possible, advising him of the reason for not reporting to work.
- 30.02 No Driver shall be required to violate traffic laws. If a Driver is issued a traffic ticket or citation for parking violations made in accordance with instructions from the Employer, the Employer shall be responsible for the citation.

ARTICLE 31 – JOINT EMPLOYEE EQUITY COMMITTEE

- 31.01 A Joint Employment Equity Committee shall be created to address issues related to employment equity affecting employees in Saskatchewan. This Committee shall meet on an ad hoc basis as required and consist of equal representation by the Union and by the Employer to a maximum of six (6) people.

ARTICLE 32 - TERM OF AGREEMENT

32.01 This Agreement shall be effective from **May 22, 2020** and shall remain in force until **January 31, 2025** and thereafter from year to year but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiration date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

AGREED on this _____ day of _____, **2021**.

**RETAIL, WHOLESALE AND
DEPARTMENTSTORE UNION
LOCALS 558 AND 568**

BRINK'S CANADA LIMITED

**Kyle Hynne
Shop Steward Regina**

**Jordan McPherson
Branch Manager**

**Les Mytko
Bargaining Committee Regina**

**Andrew Gildert
Branch Manager**

**Shari-Ann Diemert
Shop Steward Regina**

**Rudy Hernadi
Regional Manager**

**Cole Butler
Shop Steward Saskatoon**

**Lance King
Senior Manager, Labour Relations**

**Mike Rooney
Chief Shop Steward Saskatoon**

**Rocky Luchsinger
Representative**

APPENDIX “A” - WAGE RATES AND JOB CLASSIFICATIONS

- A.1 (i) The hourly wage rates for the employees in the various classifications shall become effective as listed below:

APPENDIX "A" - Wage Rates and Job Classifications

<u>Classification</u>	<u>May 22/19</u>	<u>Jan 31/21</u>	<u>Feb 1/21</u>	<u>Feb 1/22</u>	<u>Feb 1/23</u>	<u>Feb 1/24</u>
Turret Guard	\$20.71	\$21.12	\$21.86	\$22.63	\$23.19	\$23.66
Messenger	\$26.34	\$26.87	\$27.81	\$28.78	\$29.50	\$30.09
Driver	\$25.82	\$26.34	\$27.26	\$28.21	\$28.92	\$29.50
Guard	\$25.55	\$26.06	\$26.97	\$27.92	\$28.62	\$29.19
ATM Driver	\$25.82	\$26.34	\$27.26	\$28.21	\$28.92	\$29.50
ATM Tech	\$25.55	\$26.06	\$26.97	\$27.92	\$28.62	\$29.19
ATM Crew Chief	\$26.34	\$26.87	\$27.81	\$28.78	\$29.50	\$30.09
Vault Clerk	\$26.34	\$26.87	\$27.81	\$28.78	\$29.50	\$30.09
Asst Cashier	\$25.89	\$26.41	\$27.33	\$28.29	\$29.00	\$29.58
Cash Logistics Clerk	\$21.67	\$22.10	\$22.87	\$23.67	\$24.26	\$24.75
PT Messenger	\$19.84	\$20.24	\$21.30	\$22.05	\$23.10	\$23.56
PT Driver	\$19.53	\$19.92	\$20.97	\$21.70	\$22.74	\$23.20
PT Guard	\$19.53	\$19.92	\$20.97	\$21.70	\$22.74	\$23.20
PT ATM Driver	\$19.53	\$19.92	\$20.97	\$21.70	\$22.74	\$23.20
PT ATM Tech	\$19.53	\$19.92	\$20.97	\$21.70	\$22.74	\$23.20
PT Vault Clerk	\$19.59	\$19.98	\$21.03	\$21.77	\$22.81	\$23.27
PT Cash Logistics Clerk	\$17.00	\$17.34	\$18.30	\$18.94	\$19.91	\$20.31

- A.1 (ii) Night Shift Premium – A Night Shift Premium will be paid per hour for all shifts that commence on or after **17:00 hours**. The premium will be payable for all hours worked on the applicable shift.

May 22, 2019	DOR	Feb. 1, 2022	Feb. 1, 2023	Feb. 1, 2024
\$0.45	\$0.55	\$0.60	\$0.70	\$0.80

- A.1 (iii) **All-Off Premium-Employees who perform work in the “All-Off” model will receive an additional one (\$1.00) dollar per hour premium for any hours worked in the “All - Off” model. For greater clarity, the “All-Off” premium on overtime hours will be one (\$1.00) dollar per hour and will not in any way negate any other premiums which are currently being paid under the terms of the Collective Agreement or its related Letters of Understanding. It is further understood that there is no “All-Off” premium paid for “underwork” hours (hours not actually worked).**

- A.1 (iv) **Training Premium and OJT – Employees assigned to train co-workers will be paid a premium of one (\$1.00) dollar per hour spent training. It is understood that on the job training coaches will be selected based on a combination of qualifications and experience. In the case of two identically qualified candidates, years of service will be the factor in the decision. Trainers may be requested to train on the run that is suitable for training (i.e. may not be their regular bedded position). The selected OJT coach must have consistently demonstrated competency in work and a willingness to help others. For sake of clarity, this applies to cash logistics employees assigned to train co-workers.**
- A.1 (v) **Part-time employees who provide a minimum of 10 shifts availability per month for shifts that are available to work including three (3) weekend shifts and three (3) night shifts will be paid an additional one (\$1.00) dollar per hour worked. This payment will be made by the second pay period of the following month.**
- A.2 The Employer reserves the right to work employees interchangeably in any of the above classifications on a temporary basis. 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 except as hereinafter specifically provided to the contrary.

A.3 **Classifications and Definitions**

Armoured, Vault, Turret Classifications

- (a) **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, amongst other duties, will be responsible for the pick-up and delivery of liability and the completion of the appropriate paperwork. The Messenger will be responsible for the safekeeping and security of all shipments taken into their custody.
- (b) **Driver** – The Driver is under the supervision of the Manager or his designate and the Messenger while working on a crew. The Driver, amongst other duties, is responsible for safely operating the vehicle, monitoring radio transmissions, completing all appropriate paperwork and housekeeping of the vehicle.
- (c) **Guard** – Is considered to be under the supervision of the Manager or his designate and the Messenger while working on a crew. The Guard, amongst other duties, is responsible for protecting Company property and personnel.

- (d) **Assistant Cashier** - The classification of Assistant Cashier may be a relief classification to be applied in the event a Truck employee is assigned to replace the Cashier on duty and performs all of their functions. It shall not apply in the case when the Truck employee merely assists the Cashier or Assistant Cashier on duty.
- (e) **Vault Clerk** - Vault Clerk shall be those employees whose work for the Employer shall consist of, among other things, the duties of an Assistant Cashier and/or in aid of the Assistant Cashier, in the performance of duties necessary to the proper and orderly operation of the vault and other duties as may be assigned from time to time.
- (f) **Turret Guard** - Turret Guard shall be those employees whose work for the Employer shall consist of, among other duties considered as bargaining-unit work, of being assigned to the Employer's premises for the purpose of protecting the Employer's personnel and the shipments and property for which the Employer is responsible.
- (g) **Cash Logistics** - The duties of the Cash Logistics employee will amongst other things, consist of counting and receipting for shipments of currency, maintaining daily work records required by the currency processing operations, arrange bags, trays, carts, unwrapping material boxes, hand trucks and other supplies. They will also count, sort, package, load and unload currency load, unload and balance A.T.M. cassettes, clean, adjust and maintain currency machines.
- (h) **Probationary** - The probationary classification in the above-mentioned Classifications will be in effect for all employees throughout the duration of their probationary period.

A.4 **ATM Classifications**

- (a) **ATM Lead Hand**

The Lead Hand is considered the CREW CHIEF and is under the supervision of the Manager or his designate. The Lead Hand shall exercise immediate supervision over his/her crew for the full duration of the shift and ensure the crew perform their respective duties in a proper and secure manner with particular reference to security, customer service and productivity. The Lead Hand will be required to carry combinations, access ATM & Night Deposit Units and maintain dual custody while servicing. In addition to regular ATM duties, the Lead Hand may be responsible for training junior technicians, drivers and new hires. The Lead Hand will be required to perform all the functions and duties of the remaining ATM Classifications. The primary duty of the Lead Hand is 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. The Lead Hand shall be selected on the basis of seniority provided that he/she possesses the requisite ability

and qualifications necessary to perform these duties. The Employer reserves the right to remove an employee from the Lead Hand position in accordance with Article 15.01(f) if it should be deemed necessary.

(b) **ATM Tech**

The ATM Tech is considered to be under the supervision of the Manager or his designate and the Lead Hand, while working on an ATM crew. The ATM Tech, amongst other duties, will be required to carry combinations, access ATM and night deposit units (dependent upon bid) and maintain dual custody while performing servicing work.

The ATM Tech will be responsible for the safekeeping and security of all shipments taken into their custody.

(c) **ATM Driver**

The classification of Driver is specifically defined as such when operating with three (3) persons. When operating with only two (2) persons, the Driver assumes, in addition, the duties as defined under ATM Tech. The Driver is under the supervision of the Manager or his designate and the ATM Lead Hand while working on a crew.

(d) **Duties**

The principal duty of the Driver, amongst other duties, is to operate safely and courteously the assigned ATM vehicle, to guard and assist his partner as directed, to provide training and to attentively monitor communications from the ATM Lead Hand's radio while he is away from the vehicle.

The Driver shall not permit anyone to ride in the front compartment on a run consisting of three (3) employees, unless given written permission from management. The ATM Lead Hand cannot give him this permission.

(e) **General**

ATM employees shall, from time to time, perform various duties including but not limited to general maintenance and service of ATM units, cash replenishment and balancing of ATM units, removing customer deposits, custody of upper and lower combinations, deactivation and activation of alarms wherever situated, picking up and signing for cash shipment from currency centre or otherwise, carrying currency, counting and verifying in joint custody the night depository unit contents, delivery and/or pick up of cash shipment in the night depository unit, amongst other duties assigned by the Employer.

APPENDIX "B" - GROUP INSURANCE

B.1 Group Insurance

The Employer shall provide Group Insurance Benefits for the full-time employees hereby covered and their eligible dependents of the type, in the amounts and under the conditions offered in a separate document by the Employer which shall be attached to form part of the Collective Agreement.

B.2 Weekly Indemnity

An amount equal to 66 2/3% of weekly earnings up to a maximum of six hundred (\$600.00) dollars.

B.3 Dental Insurance

The Employer shall contribute fifteen dollars and sixty cents (\$15.60) per week on behalf of each employee to the Retail, Wholesale and Department Store Union Employees Dental Plan. DOR the contribution shall increase to sixteen dollars and forty cents (\$16.40) per week.

B.4 Felonious Assault

Under the condition offered in a separate document by the Employer.

B.5 Life Insurance

Each employee shall be eligible for a minimum of forty thousand (\$40,000.00) dollars of Life Insurance.

B.6 Extended Health Care Plan

Provide vision care to employees and dependents, benefits to be three hundred (\$300.00) dollars every twenty-four (24) months for eyeglass frames and lenses and contact lenses. **DOR the benefit shall increase to three hundred and fifty (\$350.00) dollars every twenty-four (24) months.**

Provide for the cost of an eye exam every twenty-four (24) months.

Provide for an Extended Health Care Plan which will include a Prescription Drug Plan that pays seventy percent (70%) of eligible expenses. Also, provide paramedical massage therapy and chiropractic care that pays eighty percent (80%) of eligible expenses, subject to reasonable and customary limits, limited to three hundred dollars (\$300.00) combined per

year and effective January 1, 2018 increase to four hundred and fifty (\$450.00) dollars combined for full-time employees and increase from one hundred and fifty (\$150.00) dollars to two hundred and twenty-five (\$225.00) dollars combined per year for massage and chiropractor for part-time employees.

APPENDIX "C"**BRINK'S CANADA LIMITED
RECEIPT BULLET RESISTANT VEST**

Serial No. _____

Model: _____

Employee Name: _____ FT PT

Employee id. #: _____

Branch Name: _____

Branch #: _____

Supplier: _____

The bullet resistant vest is guaranteed by the manufacturer for a minimum period of 5 years. A brochure detailing visual inspection and maintenance required by the employee is provided. All employees must carry out the regular inspection specified by the vest manufacturer. Any damage occurred has to be reported to the employer. The employee will be provided with another vest during the repair or replacement of the vest. Employer will replace the vest upon its expiration as per manufacturer's recommendation. The employee shall return the original vest to the Employer for proper disposal.

I have received the bullet resistant vest, read, understood and agreed to the above conditions:

Employee's Signature

Date

LETTER OF UNDERSTANDING #1

BETWEEN:

BRINK'S CANADA LIMITED

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCALS 558 (SASKATOON) AND 568 (REGINA)**

Re: Flex Position & Bid Committee

The parties hereto agree to the following:

Within three (3) months of ratification, a full-time flex position will be created for the purpose of covering off full-time vacation, or to maintain an employee's full-time status in lieu of potential layoff.

A full-time flex employee should be available to work for the employer at all times and will be regularly scheduled forty (40) straight time guaranteed hours per week with two (2) consecutive days off. A flex employee can be scheduled to cover multiple positions in areas like Vaulting, Cash Logistics, Messenger, Guard, or Driver.

- By Mutual agreement additional full-time Flex positions can be established to preserve or add full-time employment. In such a case and where there is not a traditional (5 by 8) or modified (4 by 10) weekly block available, the Flex employee will be assigned various shift schedules with a forty (40) hour guarantee and OT after the daily scheduled shift or forty (40) hours in the week whichever is greater but not both.**
- Once established the full-time flex positions can be available for bidding in subsequent bids.**

Flex positions shall not be used to replace workable recommendations of the Bid Committee.

The Employer reserves the right to eliminate this position upon ninety (90) days of written notice to the affected employee.

Bid Committee

The Company and the Union agree to establish a Bid Committee with both management, employee, and Union participation. The Bid Committee will meet prior to the bids, or on request if there has been a significant change in work volumes.

The Bid Committee will review available work¹ including non-traditional work (e.g. cannabis) Vaulting, CL, Messenger, Guard, Driver, as well as existing runs, and bids to consider if work can be structured to create forty (40) hour blocks of fulltime work in accordance with requirements of the Collective Agreement. The committee will be provided with information and documentation to complete this task.

Subject to the terms of Article 13.04 and when it can be demonstrated that an additional forty (40) hour block of weekly work is regularly available, the committee will recommend an additional block of work be created and offered for reclassification to full-time.

In the event there is a disagreement in the finds of the Bid Committee, the dispute may be submitted to the Grievance Procedure.

DATED this ____ day of _____, 2021.

**RETAIL, WHOLESALE AND
DEPARTMENTSTORE UNION
LOCALS 558 AND 568**

BRINK'S CANADA LIMITED

**Kyle Hynne
Shop Steward Regina**

**Jordan McPherson
Branch Manager**

**Les Mytko
Bargaining Committee Regina**

**Andrew Gildert
Branch Manager**

**Shari-Ann Diemert
Shop Steward Regina**

**Rudy Hernadi
Regional Manager**

**Cole Butler
Shop Steward Saskatoon**

**Lance King
Senior Manager, Labour Relations**

**Mike Rooney
Chief Shop Steward Saskatoon**

**Rocky Luchsinger
Representative**

¹ For the sake of clarify, "available work" does not include the work performed by the Data Entry Clerk/Administrative Assistant when performed in compliance with the Collective Agreement.

LETTER OF UNDERSTANDING #2

BETWEEN:

BRINK'S CANADA LIMITED

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCALS 558 (SASKATOON) AND 568 (REGINA)**

Re: Workplace Harassment

It is the responsibility of the Employer and employees to ensure that the workplace is free of harassment.

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

There are two types of harassment covered under *The Saskatchewan Employment Act*:

1. Harassment based on prohibited grounds

Harassment based on prohibited grounds includes any inappropriate conduct, comment, display, action or gesture by a person that:

- is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
- constitutes a threat to the health or safety of the worker.

This type of harassment also extends to sexual harassment which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome. It can include:

- a direct or implied threat of reprisal for refusing to comply with a sexually-oriented request;
- unwelcome remarks, jokes, innuendos, propositions or taunting about a person's body, attire, sex or sexual orientation;

- displaying pornographic or sexually explicit pictures or materials;
- unwelcome physical contact;
- unwelcome invitations or requests, direct or indirect, to engage in behaviour of a sexual nature; or
- refusing to work with or have contact with workers because of their sex, gender or sexual orientation.

Certain types of conduct not specifically directed at an individual, such as displaying a poster or making comments that are overheard by another worker, can be considered harassment based on prohibited grounds.

2. Personal Harassment

Personal harassment is sometimes referred to as bullying. It includes any inappropriate conduct, comment, display, action or gesture by a person that:

- adversely affects a worker's psychological or physical well-being;
- the perpetrator knows, or should know, would cause the worker to be humiliated or intimidated; and
- constitutes a threat to the health and safety of a worker.

Typically, personal harassment involves repeat occurrences. A single incident may also constitute personal harassment if serious or severe and is shown to have a lasting harmful effect on a worker.

Personal harassment may include:

- verbal or written abuse or threats;
- insulting, derogatory or degrading comments, jokes or gestures;
- personal ridicule or malicious gossip;
- malicious or unjustifiable interference with another's work;
- work sabotage;
- refusing to work or co-operate with others; or
- interference with, or vandalism of personal property.

The Employer is also committed to providing employees, applicants for employment and customers an environment free of harassment based on personal grounds including but not limited to frequent angry yelling, shouting, blowups, gossip and rumors or use of social media to threaten or intimidate.

Harassment Is Not

Day-to-day management or supervisory decisions are not considered to be harassment even if they sometimes involve unpleasant consequences. These include:

- **work assignments;**
- **job assessments and evaluations;**
- **workplace inspections;**
- **implementation of appropriate dress codes; and**
- **disciplinary actions.**

Filing a Complaint

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

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

Investigation

Upon receipt of the complaint, the Manager contacted will interview the employee and advise the employee if the complaint can be resolved or if the complaint should be escalated to the Human Resources Department and the Local Union Representative.

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

In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

It is also agreed in principle, that in serious cases, or when the safety of the employee is being threatened, it may be necessary for the one or both parties to change job positions,

or be temporarily placed on a leave of absence.

Awareness

The Employer will maintain ongoing efforts or increase awareness through publication of Company Workplace Harassment Policy, meetings and training as deemed necessary.

DATED this _____ day of _____, 2021.

**RETAIL, WHOLESALE AND
DEPARTMENTSTORE UNION
LOCALS 558 AND 568**

BRINK'S CANADA LIMITED

**Kyle Hynne
Shop Steward Regina**

**Jordan McPherson
Branch Manager**

**Les Mytko
Bargaining Committee Regina**

**Andrew Gildert
Branch Manager**

**Shari-Ann Diemert
Shop Steward Regina**

**Rudy Hernadi
Regional Manager**

**Cole Butler
Shop Steward Saskatoon**

**Lance King
Senior Manager, Labour Relations**

**Mike Rooney
Chief Shop Steward Saskatoon**

**Rocky Luchsinger
Representative**

LETTER OF UNDERSTANDING #3**BETWEEN:****BRINK'S CANADA LIMITED****AND:****RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCALS 558 (SASKATOON) AND 568 (REGINA)****Re: Non-Traditional Work**

- **Background**
 - The Employer has an opportunity to become and remain a market leader in the secure transportation of cannabis and cannabis related products (the “Non-Traditional Work”). Specifically, the legalization of edible cannabis products in Canada is anticipated to create new opportunities and challenges for the Employer, the Union, and employees;
 - The Employer has consulted with risk mitigation experts, internal stakeholders, and the National Health and Safety Policy Committee (“NHSPC”) regarding this matter.
- **Selection/Assignment**
 - When dedicated crews perform Non-Traditional Work, the Employer will create a position in the Branch to seek qualified and available volunteers to perform the Non-Traditional Work. Full Time employees selected based on Collective Agreement requirements may be removed from their affected shift or mutually agreeable shift to perform the Non-Traditional Work. Depending on work availability this work may be part of a bidded block.
 - Employees performing the Non-Traditional Work shall have the recommended experience and have received the appropriate training prior to performing the work. Specifically, Driver and Messenger qualified, and All-Off qualified, and have successfully completed lone worker training.
- **Rollout**
 - The Non-Traditional Work may be performed by two person crews and paid as per the collective agreement (Messenger and Driver/Guard). Where the work performed on the run is solely Non-Traditional work and subject to compliance with applicable health and safety requirements, the crew may be a single employee paid the Messenger Rate plus a premium of \$1.25/hour worked. It is understood that the security features (i.e. Sonim, GPS, cameras, alarms/sensors, NCC monitoring, CMRD) must be in working order to operate in this capacity;

- **The crewing of the Non-Traditional work will be assessed and discussed by the Parties on a regular basis;**
- **The Employer and the Union will regularly communicate with respect to this matter.**

DATED this _____ day of _____, 2021.

**RETAIL, WHOLESALE AND
DEPARTMENTSTORE UNION
LOCALS 558 AND 568**

BRINK'S CANADA LIMITED

**Kyle Hynne
Shop Steward Regina**

**Jordan McPherson
Branch Manager**

**Les Mytko
Bargaining Committee Regina**

**Andrew Gildert
Branch Manager**

**Shari-Ann Diemert
Shop Steward Regina**

**Rudy Hernadi
Regional Manager**

**Cole Butler
Shop Steward Saskatoon**

**Lance King
Senior Manager, Labour Relations**

**Mike Rooney
Chief Shop Steward Saskatoon**

**Rocky Luchsinger
Representative**

LETTER OF UNDERSTANDING #4

BETWEEN:

BRINK'S CANADA LIMITED

AND:

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
LOCALS 558 (SASKATOON) AND 568 (REGINA)**

Re: National Health and Safety Policy Committee ("NHSPC")

Further to recent discussions during bargaining, this will confirm that Brink's will continue the practice of having one (1) elected employee from Saskatchewan attend NHSPC meetings.

Current practice with respect to wages shall continue, the employee shall not suffer a loss of pay. Travel and accommodation expenses will be paid in accordance with Company Policy, a copy of the relevant selections will be provided to the Union.

DATED this ____ day of _____, 2021.

**RETAIL, WHOLESALE AND
DEPARTMENTSTORE UNION
LOCALS 558 AND 568**

BRINK'S CANADA LIMITED

**Kyle Hynne
Shop Steward Regina**

**Jordan McPherson
Branch Manager**

**Les Mytko
Bargaining Committee Regina**

**Andrew Gildert
Branch Manager**

**Shari-Ann Diemert
Shop Steward Regina**

**Rudy Hernadi
Regional Manager**

**Cole Butler
Shop Steward Saskatoon**

**Lance King
Senior Manager, Labour Relations**

**Mike Rooney
Chief Shop Steward Saskatoon**

**Rocky Luchsinger
Representative**