

**GARDA CANADA
SECURITY CORPORATION**

FROM: September, 2019

TO: September 30, 202

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



GARDA CANADA SECURITY CORPORATION

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EXPIRY DATE: September 30, 2024

AGREEMENT BETWEEN:

GARDA CANADA SECURITY CORPORATION, carrying on business as **Garda** in the Province of Manitoba, hereinafter referred to as the "Company"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: The Company and the Union agree to promote a harmonious relationship between the Company and the employees covered by this Agreement and to provide methods for fair and amicable adjustment of disputes which may arise between them from time to time;

NOW THEREFORE THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 All employees of Garda Security, in the Province of Manitoba, employed as security officers, shift supervisors, MLRB Certificate No. 4378 and MLB Certificate No. 4717, save and except office staff, and those above the rank of shift supervisor.

ARTICLE 2 DEFINITIONS

2.01 **Security Officers** - Uniformed **or plain clothed** employees of the Company designated as security officers, whether full-time or part-time who are assigned to a client work site for purposes of providing security officer services, including but not limited to, the monitoring of entry and exit; ensuring security and protection of property and building; carrying out standing orders; crowd control; carrying out duties specifically pertaining to the client's contract; enforcing provincial and federal statutes; reporting of incidents; public and client relations; and other duties normally associated with security officers services, including strike duties where required.

2.02 **Mobile Security Officers** - A security officer as defined in 2.01 above with the exception that he or she is assigned to visit and patrol a number of client work sites during each scheduled work shift, provide safety escort duties and respond to alarm calls. Such duties require the use of a marked vehicle to carry out the assignment.

2.03 **Shift Supervisor** - A security officer as defined above, but designated by the Company as a shift supervisor, which may include the additional responsibilities of on-site training **and coaching** of security officers and other duties as assigned by the Company from time to time.

As Per article 35.01 all disciplines will be at the Garda Security Office or alternative agreed upon location.

2.04 **Masculine or Feminine Gender** - Where the masculine is used, it shall also mean the feminine gender **or will be deemed to be gender neutral**, wherever applicable.

2.05 **Plural and Singular** - Where the plural is used, it shall also mean the singular, wherever applicable.

2.06 **Client** - The person, corporation, owner, agent, etc., that contracts the Company for security officer services. The Company will identify who is considered to be the local contact/authority in the site standing orders.

2.07 **Promotion** - A promotion shall mean the transfer of an employee to a position of a higher rate of pay.

2.08 **Demotion:** - A demotion shall mean the reduction to a lower rank or grade, or to a lower type of position, or to a lower pay scale.

2.09 **Layoff** - A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

2.10 **Temporary Sites** - A contract for a specified length of time not to exceed three-hundred and sixty-four (364) days, or for an unspecified length of time not to exceed ninety (90) days, or any site without regularly scheduled service.

2.11 **Permanents Sites** - A contract for a period not less than one (1) year that requires regularly scheduled service, or any contract with no specified end date that exceed ninety (90) days of regularly scheduled service.

ARTICLE 3 UNION SECURITY

3.01 The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

Employees who are not Union members on the effective date of this agreement shall not be required to become members of the Union, unless they do so on a voluntary basis.

All employees who are members of the Union on the effective date of this agreement, all employees who become members of the Union, and all new employees required to join the Union, as indicated below must remain members of the Union in good standing during the duration of this agreement, to be retained in the employ of the Company.

The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his responsibility in regard to payment of union dues and initiation fee. The form letter and Exhibit One (post card) to be provided by the Union.

3.02 The Company shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the form.

3.03 After date of ratification the date of hire shall be considered the first day on payroll (earned income) should more than one person have the same seniority date then their seniority will be then determined by their date of birth, the person born first will be ranked first and so on in the group.

ARTICLE 4 UNION DUES

4.01 The Company agrees to deduct such Union dues, initiation fees and assessments as requested by the Union from time to time. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The electronic statement shall be in alphabetical order.

4.02 The Union agrees to notify the Company at least sixty (60) calendar days in advance of the amount and changes in union dues or assessments.

4.03 Each year the Company will calculate the amount of Union dues deducted from the employee's pay and shall indicate the same amount on the T-4 slip for each employee no later than February 28th.

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 Recognition of Stewards

The Company agrees to recognize the maximum of ten (10%) percent of the security officer base or a minimum of 30 security officers elected or appointed by the Union from employees from the bargaining unit upon being notified in writing by the Union of the election.

5.02 The Company and the Union agree that shop stewards as appointed or elected by the Union shall be entitled to represent any Union members working at Garda. Shop stewards will not be assigned to deal with disciplinary issues by the Company. Shop Stewards designated as a shift supervisor as defined in Article 2.03 will not deal with disciplinary issues at their site.

5.03 Steward Functions

Shop stewards shall be entitled to carry out their functions under the Agreement including the investigation and processing of grievances with the Company on any work site. The carrying out of said functions shall be done during the shop steward's rest or meal period and always providing it does not interfere with the performance of their employment duties to the client or Company. Under no circumstances shall a shop steward leave the site to carry out these functions.

Any matters or alleged grievance involving clients of the Company shall be dealt with through the designated representative of the Company.

Under no circumstances shall a shop steward in the carrying out of their functions under this Agreement, approach, discuss, or involve in any way the Company's clients or any representative of such clients.

5.04 **Union Functions Leave of Absence**

Leave of absence without pay, may, subject to operational requirements, be granted to employees for the purposes of attending union functions such as conferences, conventions, schools, seminars, negotiations, provided always that the Union makes written application for the leave of absence at least fourteen (14) calendar days prior to said functions. All requests for time off shall be sent directly to the Human Resource Manager or their designate. The Human Resource Manager or designate will reply directly to the individual who requested the time off.

Such leaves of absence shall be restricted to no more than ten (10) employees at one time and not more than one per client site. Where the Union requests leave of absence for more than three (3) employees at one time such leave of absence shall be granted provided there are no additional costs of overtime or scheduling premiums. The granting of such leave shall not be unreasonably denied.

The Company will pay the wages, and benefits of all employees who qualify under this article after receiving a written request from the Union. The Company will invoice the UFCW for all costs associated to wages and benefits. The Union shall promptly reimburse the Company for the payments made. In the event of failure of the Union to so reimburse the Company, all such payments to the employees shall immediately cease.

5.05 **Full-Time Union Duties Leave of Absence**

Leave of absence, without pay, shall be granted for a period of up to one year to an employee who was hired by the Union on a full-time basis. Such leave of absence shall, upon request, be renewed from year to year, to a maximum of two (2) years. During such a period of absence, seniority shall continue to accrue. The Union agrees to notify the Company of such leave of absence at least **thirty (30)** calendar days prior to the commencement of such absence.

The member will be returned to their site at the end of their leave unless the site has been lost during the leave, that member will be entitled to placement as per 11.07. The security guard replacing the member on leave will be notified prior to placement that the site is temporary.

5.06

Bargaining Unit Information

The Company shall provide the Union electronically with all necessary information relating to the following matters, for employees in the bargaining unit:

- (a) **Three Monthly Lists consisting of:**
 - **Termination List: (consisting of employee name and date of termination or resignation).**
 - **Seniority List: (consisting of employees names, addresses, S.I.N.'s phone #'s, seniority dates.)**
 - **Leaves of Absences: (consisting of name, date absence began, type of absence and date of return to work when known.)** The information will be received by the Union by the 30th of each month.

- (b) Every three (3) months - site employee works at, information regarding wages and benefits which are in addition to negotiated benefits. In addition, the Company will advise the Union of any additional training provided that is site specific which is over and above the basic training provided to all security officers. The information will be received by the Union by the 30th of every third month.

The Company will provide electronically any changes to the address of the employees as soon as they receive it from the employees.

5.07

Access to Personnel File

Upon written request, the employee shall be given the opportunity, at a mutually convenient time between the employee and the Company, to examine any document which is placed in his/her personnel file, including but not limited to, field reports involving alleged breach of Company rules and regulations, and documents which may be utilized to substantiate disciplinary action against him, but excluding any document which may be deemed by the Company as confidential, such as, but not limited to, harassment investigation documents. Where this is the case the Company will make the documents available to the Union representative upon employee request. The employee's reply to any document within the personnel file shall also be placed in the personnel file. Upon written request, the Company shall, within a reasonable period of time, provide the employee with an exact copy of any document that he/she is entitled to review in his personnel file. The Company shall keep only one personnel file per employee at the Company's main office.

5.08

General Orientation

The Company agrees to provide the Union representative with not less than seven (7) calendar days notice of new employee training sessions at which the Union Representative will be allowed up to sixty (60) minutes as a general orientation period for the familiarization of the employees in the bargaining unit, the general conditions and responsibilities with respect to this Collective Agreement and to the Union.

5.09

Union Representative's/Shop Steward's Visits

- (a) The Company and the Union recognize that the Company does not own or control the work sites of its clients. Pursuant to the provisions of the Labour Relations Act, duly authorized full-time Union Representatives/shop stewards shall be entitled to visit the job sites of the purpose of communicating with the employees in the unit. This includes any security offices provided by the client for the use of the Garda employees. The Union Representative/shop steward shall not, under any circumstances, have access to unauthorized or private areas of the work site.
- (b) The communication with the employees in the unit shall be held at such times as will not interfere with the employee's duties to the Company or client. Wherever possible, such interviews shall be held during a meal or rest break; however, if this is not practical, during regular working hours, the time taken for such interviews shall not exceed twenty (20) minutes unless prior approval of the Company has been obtained.
- (c) The Union agrees to notify the Company, in advance, of its attendance at specific work sites, and when practical, one day prior to such visit.
- (d) The Union agrees that in any matter affecting the health and safety of an employee, or other matters involving the Company's client, that the matter shall first be raised and discussed with the Company representative designated to handle labour relations matters.

5.10

The Company agrees to have a bulletin board placed in their office in a prominent location, and on sites with a security office, provided the client authorizes the installation, to post up Union notices. The Company must approve all notices before they are posted, however such approval shall not be unreasonably withheld.

5.11 The Company will ensure that a list of shop stewards and their contact information is included in all new hire kits, any Garda standing orders and on the union board at the Garda office. This information will be provided and updated as needed by the union. On sites that have a union bulletin board under article 5.10 this information will also be posted as well on said bulletin board.

5.12 The Company agrees that no employee shall be disciplined or discriminated against for lawful union activities or performing services on a union committee or for reporting to the union the violation of any provision of the agreement or of any piece of legislation related to work.

ARTICLE 6 **MANAGEMENT RIGHTS**

6.01 The Union acknowledges the exclusive rights of the Company to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients. Further the Union recognizes that the clients' desires and satisfaction with the Company and the employees is ultimately the governing factor in the well-being, size and growth of the Company.

6.02 Except as otherwise specifically provided in this Agreement, the management of the Company includes, but is not limited to, the direction of the employees, the right to plan, direct and control operations, maintain the discipline and efficiency of the employees, to make and enforce reasonable policies, rules and regulations; to hire; layoff; assign employees' work or overtime; transfer; promote; demote; discipline; suspend or discharge employees for just cause, are the exclusive and sole rights of the Company.

6.03 In administering this Agreement, the Company shall act reasonably, fairly and in good faith and in a manner consistent with the Agreement as a whole.

6.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

ARTICLE 7 **CONTRACTING OUT**

7.01 The Company agrees not to contract out any security officer and/or shift supervisor work.

7.02 The Union agrees that the Company may contract out in circumstances such as special events and/or emergencies to fulfil the contractual obligations to its clients.

7.03 In circumstances of special events and/or emergencies the Company agrees to first utilize existing full-time, part-time, temporary and casual employees in the bargaining unit providing they are immediately available and their utilization is not disruptive to services provided to other existing clients.

7.04 In the event that full-time, part-time, temporary and casual employees of the bargaining unit are unable to fulfill the needs of the Company for special events and/or emergencies and the Company contracts this work out, it will advise the Union of same.

ARTICLE 8 BARGAINING UNIT WORK TO BE PERFORMED EXCLUSIVELY BY BARGAINING UNIT EMPLOYEES

8.01 Employees of the Company outside of the bargaining unit shall not perform bargaining unit work except in the case of urgency, investigation, inspection or instruction. In the case of an urgent situation, the Company will first attempt to have a bargaining unit member fulfill any duties that may be assigned to a non bargaining unit member.

"Urgency" shall include, but not be limited to, situations of unexpected vacancies in a shift; situations involving the immediate need of additional personnel at a site; and other such similar situations.

ARTICLE 9 STRIKES AND LOCKOUTS

9.01 The Union agrees that during the term of this Agreement there shall be no strike, sit down, work stoppage, slow downs or suspension of work either complete or partial for any reason, by the employees.

The Company agrees that during the term of this Agreement, there shall be no lockout of employees.

9.02 In the event of a legal strike by any employees, of a labour organization, or bargaining unit, or a lockout, which affects the client's property or operations, the employees covered by this Agreement will remain on the job performing their regular security officer functions as per the current standing orders, including the protection of property and maintenance of fire watch or security on or at the client's premises.

9.03 The Company agrees that employees will not be utilized as replacement workers.

9.04 Should an employee request to be transferred to another site during the duration of a labour dispute occurring on the employee's regular work site, the Company agrees to attempt to transfer the employee for the duration of the labour dispute. The employee will return their regular site after the resolution of the labour dispute.

9.05 Should there be any criminal charges filed on an officer as a result of the officer performing any lawful work related to their strike duties, the Company will agree to cover any legal cost associated with the criminal charges. The employee will continue to be on a paid leave of absence while the charges are being dealt with.

ARTICLE 10 **PROBATIONARY PERIOD**

- 10.01 (a) An employee's first ninety (90) calendar days of employment shall be the probationary period during which the employee shall not attain seniority.
- (b) **After the date of ratification, a part-time employee's first four hundred and eighty (480) hours but not less than ninety (90) days, shall be the probationary period during which the employee shall not maintain seniority.**
- (c) Any employee may be discharged at any time during the probationary period at the sole discretion of the Company without cause being shown. Said employee shall have no recourse to the grievance or arbitration provisions of this Agreement, with the exception of human rights, harassment and health and safety issues.
- (d) When the probationary period expires, the employee's seniority shall then be dated back to the employee's most recent date of hire, **which will be defined as their first day on payroll.**

ARTICLE 11 **SENIORITY**

11.01 (a) The seniority of an employee means the length of the employee's continuous service with the Company in this bargaining unit since the date of the employee's last hiring by the Company, except as expressly provided herein.

 (b) **Seniority List**

 Within thirty (30) calendar days after the signing of this Agreement, and by March 31st and September 30th of every year thereafter, the Company shall post the full seniority list showing the seniority of each employee and shall electronically submit

a copy of the lists to the Union. An employee **or the Union** shall have thirty (30) calendar days after the posting of the seniority list to challenge the seniority.

11.02 When the Company acquires a contract to provide security services at a specific work site and hires a security officer already employed on the work site, such officer shall retain seniority dating back to their original start date at that specific site for the purposes of establishing their "Garda seniority". This seniority will be used for all purposes pertaining to this Collective Agreement.

Any employee who is rehired by Garda with previous Garda experience within the previous one (1) year to the rehire date will receive credit for all time so employed and the amount of years and months of seniority will be tacked on to their new hire date to form their new seniority date. This date will be used for all purposes covered by this Collective Agreement including wage rates. The Company shall provide the Union with the new seniority dates including dates used to calculate the new seniority date within fourteen (14) days of rehire.

11.03 Seniority shall be considered broken and employment terminated if an employee:

- a. Is duly discharged by the Company and not reinstated through grievance or arbitration procedure of this Agreement;
- b. Voluntarily quits or resigns;
- c. Has been laid off continuously for a period of twelve (12) months;
- d. Fails to return to work after being recalled from layoff in accordance with the layoff provisions of this Agreement;
- e. Is absent from work for any period of time without an authorized leave of absence unless a satisfactory reason is given by the employee before returning to work for his next scheduled shift;
- f. Fails to return to work on the completion of an authorized leave of absence or vacation unless a reason satisfactory to the Company is given within three (3) days of the completion of the authorized leave of absence or vacation;
- g. Is absent from work due to illness or injury for a period of more than three (3) days, without providing a medical certificate from a qualified medical practitioner, certifying that the employee was incapable of working due to such illness or injury for a specified period of time which coincides with the employee's absence from work.

- h. Uses an authorized leave of absence for a purpose other than for which the leave was granted.
- i. If the security officer consistently refuses shifts and does not request work for a **sixty (60)** day period without a valid reason.
- j. Has not worked for a period of two (2) years or longer due to illness or injury, unless by mutual agreement between the Company and the Union that the period should be shortened or extended. Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the particular circumstances of the employee in question. If the parties are unable to agree on the status of the employee, the Company maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.

11.04

Notice to Union Full-time Positions

The Company agrees to notify the Union monthly via email, of any new appointments to full-time positions.

11.05

Promotion and Permanent Transfer of Positions Within the Bargaining Unit

- (a) The Union recognizes that the client may at times dictate which specific security officer they require to work at their site. When this occurs, the Company will request from the client their preference in writing, and provide a copy of the request to the Union. The Union recognizes that clients are not under any obligation to provide their preference in writing, but every reasonable effort will be made by the Company to obtain the client's preference and reasons in written form which will be forwarded to the Union. Regardless, all jobs will be filled as set forth below:
- (b) (i) All positions vacated by a security officer, mobile officer or shift supervisor or any newly acquired position **including temporary posts and sites of more than forty-five (45) days**, except those deemed to be confidential as agreed to between the parties, shall be posted on a job posting web site. The job posting web site shall be updated at least once a week commencing on Mondays (unless statutory holidays - then it will be on Tuesdays) and remain on the website for a minimum of five (5) business days. **Employees who are on a temporary site cannot exercise bumping at the end of their post under 11.07**

- (ii) The job posting website address shall be made available to all officers and the Union.
- (iii) The job posting website shall state **type of** site, site location, shift times and days of work if known. In the event that the position is a temporary site or position, the anticipated duration for the site or position. Details on minimum qualifications, pay rate and site specifics shall be available to officers when they phone the Company regarding the posting.
- (iv) Minimum qualifications for sites shall be agreed upon and set mutually by the Company and the Union. A yearly review will take place by no later than March 31st of each year. Information on new sites and changes to current sites will be agreed upon within five (5) days of occurrence.
- (v) If the job posting website is not updated as per Article 11.05 (b)(i), the Company will post sites on the next applicable update. Officers will have the right to bid on jobs regardless of the Company filling vacancies.

Employees who meet the minimal qualifications (to be mutually agreed to in advance by the Company and the Union) will be awarded said positions in accordance with seniority with the most senior applicant being given the first right of refusal, subject to 11.05 (a) above.

In cases of urgency, the Company may fill vacant positions on an interim basis with an employee from the spare board until the replacement process, as outlined above, can be completed. The Company agrees to notify the Union and the officers doing the replacing of any interim placements.

Any vacancies occurring due to illness, accident, vacations, leave of absence, or any other temporary site assignment will be filled in order of seniority from the spare board. The security officer will be clearly informed that their assignment is a temporary site assignment.

11.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated to the date of leaving the bargaining unit but will not accumulate further seniority. Such employee shall have the right to request to return to his former position within the bargaining unit within ninety (90) calendar days of transfer outside the bargaining unit. Upon such request, providing that the employee has the required qualifications for that particular job, the employee shall, as soon as

reasonably practical thereafter, be returned to his former position or other like position and wage. If the former position or similar position is not available, the employee is subject to **Article 11.07**.

Should the Company transfer an employee who has been outside of the bargaining unit for more than ninety (90) calendar days back into the bargaining unit they will be considered a new hire and will be given a new start date and seniority date.

11.07 **Layoffs/Recalls and Bumping**

- (a) Employees will be laid off in reverse order of seniority whenever there is a reduction of employees in the bargaining unit. The only exception to this provision is when the client requests in writing that a specific security officer(s) be retained at their site. Officers can bump due to (1) loss of site, (2) being bumped by a senior officer, (3) client removal for non-disciplinary reasons, (4) return from approved leave of absence or (5) loss of position on a site.

- (b) The Company shall notify employees who are removed from site by client written request for non-disciplinary reasons or position is to be eliminated due to the loss of work at a specific site or mobile position or the loss of the entire site at least five (5) working days prior to the effective date of termination of the position or as soon as the Company is notified by the client. Such employee will be entitled to bump junior employees at other sites or mobile positions, in order to maintain employment and status. Status will include the number of regular hours, schedule, rate of pay, type of site (ie. Industrial, residential, office etc.)

The Company will meet with the affected employee and their Union representative as quickly as possible after the aforementioned notification. The employee shall be offered of the following bumping options:

- a. Transfer to any current vacancies available that are of similar hours of work per week and of similar pay rate.

- b. Transfer to the last posting assigned, by bumping other employees with less seniority, that is as similar as possible in terms of hours of work per week and pay rate, if permitted by the client.

- c. Placed on the spare board by order of seniority while other suitable sites are being reviewed for potential transfer, subject to client approval.
- d. Transfer to part time position, if available.
- e. Layoff with recall as per this article

If there are no positions of similar status, the employee may choose **one of the following: spare board**, permanent layoff, a position with a different status **or resignation**.

- (c) The Company shall generally give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Company informed of the employee's present address or location where he may be reached. The employee who fails to do so shall forfeit his right of recall.
- (d) If, within one (1) calendar day from the receipt of such notice, the employee accepts the recall, the job will be held open for one (1) calendar day from the day of the employee's acceptance. In the event that such recalled employee is employed elsewhere at the time of recall, the Company will hold the position vacant for two (2) weeks if the Company has received appropriate advance notice from its client.
- (e) In circumstances where the Company must fill vacant positions without delay, the Company shall give notice of recall by telephone until able to find a qualified employee who is prepared to report to work immediately.
- (f) If the employee declines the position, or fails to respond to the notice within one (1) calendar day from the date of receipt of the original notice, or fails to report to work within the time period outlined above, such employee shall be considered to have resigned and shall forfeit his recall rights. Should such employee be prevented from returning to work due to illness or accident he shall retain his recall rights and the Company shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident.

11.08

Scheduling Additional Hours of Work

Temporary work, or shifts or extra hours that become available shall first be offered to employees who have not been scheduled forty (40) hours in accordance with seniority, provided the employee has the minimum qualifications and site training to

be able to perform the job in question. The only exception to this provision is if the client specifies that the work must be given to existing employees on the site, or when there are employees on the recall list. If the additional hours are less than four (4) hours, the additional hours of work will be added to the employee's schedule who is working on the day in question and whose shift starts or ends when the hours are available.

ARTICLE 12 HOURS OF WORK

12.01 The Union recognizes that the hours of work of the employees are directly determined by the contractual obligations between the Company and the client. Therefore, the hours of work will be as determined by the Company, but the Company will, where reasonably possible, attempt to provide full-time employees with at least forty (40) hours of work per week and will attempt, where reasonably possible, to schedule these hours by shifts not longer than eight (8) hours per shift and attempt to provide a minimum of twelve (12) hours off between shifts.

12.02 A permanent full-time employee is an employee who is scheduled to work not less than thirty-five (35) hours per week.

12.03 A part-time employee is an employee who is scheduled to work less than thirty-five (35) hours per week or is not regularly scheduled to work.

12.04 Averaged Work Schedule

- (a) An averaged work schedule shall be recognized by the Company and the Union as a schedule where the hours of work at a work site may exceed eight (8) hours per day or forty (40) hours per week but not more than eighty (80) hours biweekly unless otherwise agreed to by the Company and the Union. The Company agrees not to assign any employee to an averaged work schedule unless the employee agrees to the assignment.

- (b) The Union agrees that sites that have current averaged work schedules shall be maintained providing the Union satisfies itself that a majority of employees on these sites have voluntarily agreed to same. The Company and the Union shall establish a list of present sites where hours of work are averaged, for identification purposes, consistent with the wording contained in this section. The above-mentioned list shall be reviewed and permits renewed by February 15th of each year.

- (c) The Company agrees to consult the Union on sites proposed to be averaged or when revisions to existing averaged work schedules are required. At the request of the Company, the Union agrees to propose such requests to employees assigned to the applicable work site. The Union agrees not to deny an averaged work schedule when the majority of employees assigned to the site favour the averaged work schedule. Should an employee not wish to work on an averaged work site, when the site changes to an averaged work site, the employee will have the right to bump into another site as per Article 11.07(b).
- (d) The Company reserves the right to terminate an averaged work schedule if contractual conditions change or at the request of the client.

12.05 (a) Where the Company is contracted to provide services without prior notification from the client, it shall be deemed to be an emergency situation or situation of urgency. In such circumstances, the Company shall have the right to average the work schedule, providing such schedule does not exceed seventy-two (72) hours in duration. The Company agrees to advise the Union of such circumstances within one (1) business day.

- (b) In the event that the duration of the service is to exceed seventy-two (72) hours, the Company will consult within one (1) business day, with the Union on the continuation of this averaged work schedule. The Union agrees not to unreasonably withhold such request.

12.06 Where the Company is contracted to provide services with prior notification from the client for a term to be defined, but not ongoing, it shall be deemed to be a temporary service contract. In such circumstances, the Company may propose a temporary averaged work schedule and consult with the Union prior to the implementation of such schedule. The Union agrees not to unreasonably withhold such request.

12.07 Employees who work on a site where a mandatory shut down occurs during which time hours may be reduced or cancelled will have the ability to continue to receive their regular working hours. Should said employees choose not to use vacation time or does not have enough vacation time to cover the period of shut down, the employer will temporarily re-assign said employees to any vacant jobs/sites at the pay rate of the job/site to which they are assigned. The Company will ensure that all regular working hours will be maintained. **The Company will try to find a temporary site that is as close in pay and scheduled hours to the employees current site during the shut down as possible.**

Reassignment shall take place within a ten (10) kilometer radius of the city where the effected site is located.

ARTICLE 13 MOVING OFFICERS

13.01 The Union recognizes that the client has the ultimate authority to decide which officer they shall employ on their specific site and therefore exceptions may be made under Article 11.05 and 11.07, only when the Company provides the Union the specific written reasons received from the client when they request for the removal of a security officer or have denied a security officer to transfer or bump into the client's site. A request by a client to move an officer will not result in discipline to that officer, unless it is warranted.

13.02 In circumstances where the client has made a request for a change in specific personnel at his site consistent with Article 13.01 above, which results in layoff or transfer of certain employees then such request shall be complied with. The affected employee will be reassigned to another site consistent with Section 11.07.

13.03 Wherever the Company moves security officers (not including supervisory employees) in keeping with 13.02 above, the reassignment will not result in the employee's hourly rate of pay being reduced during their employment with the Company unless they voluntarily bid for and receive a position of a lower pay rate as per Article 11.07. The provisions mentioned in this Article shall not apply and there shall be no transitional pay provision if the removal of the security officer from the site is for conduct warranting discipline more serious than a verbal reprimand.

ARTICLE 14 CALL-IN PAY

14.01 An employee who is called in to work outside their regularly scheduled hours shall be paid a minimum of four (4) hours pay at their applicable rate whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to perform.

14.02 Minimum Call-in

No employee shall be called in to work for less than four (4) hours in any one day. If no work, or insufficient work, is available, said employee will be paid the four (4) hours at his regular hourly rate of pay.

ARTICLE 15 MEAL AND REST PERIODS

15.01 A meal period, with pay, for employees working on a daily shift of seven (7) or more hours shall be thirty (30) minutes in duration and shall not start earlier than three (3) hours, nor later than five (5) hours after commencement of the employee's shift, unless the employee is required to respond or is involved in an emergency situation. Employees shall be entitled to two (2) fifteen (15) minute rest periods, with pay, for same seven (7) hour shift, which shall be taken approximately in the middle of each one-half of the shift.

15.02 It shall be the onus of the employee to take their rest periods and meal periods when possible and practical consistent with their responsibilities to the clients. Garda management will attempt to negotiate with each client an arrangement which would allow the security officer his meal period and rest period, if possible, away from his work station by way of replacement by one of the client's employees or by agreement to allow the officer site to be vacant during meal and rest periods. If the client is unwilling to negotiate terms as per above, only then will the officer be required to take his meal and/or rest periods at his work station at times as determined by the officer.

If an employee has difficulty taking rest and/or meal periods because of client responsibilities at any time, the employee will report these difficulties to his supervisor for review with the client.

If client responsibilities require that an employee interrupt a rest or meal period, the employee shall be entitled to take the remainder of the rest or meal period after the interruption or at such later time as is possible and practical.

The Company and Union agree to designate a list of sites that are historically difficult for employees to take breaks and determine compensation on a case-by-case basis. The Company shall have the right to verify any missed breaks.

15.03 Employees will remain on the work site at all times during the meal periods and rest periods.

15.04 If an employee is required to work beyond the completion of an eight (8) hour shift, then the employee will be entitled to a fifteen (15) minute rest period with pay, providing the time worked is in excess of two (2) hours or more.

15.05 Employees who work four (4) hours or more, but less than five (5) hours, shall receive one (1) fifteen (15) minute rest period with pay.

15.06 Employees who work five (5) hours or more, but less than seven (7) hours, shall have the option to receive one (1) thirty (30) minute meal period, with pay, or two (2) fifteen (15) minute rest periods with pay.

ARTICLE 16 OVERTIME

16.01 All time worked in excess of eight (8) hours in any one shift or in excess of forty (40) hours in any one calendar week shall be paid at the rate of time and one-half (1.5x) for all hours beyond the regularly scheduled day or week unless otherwise provided for by an averaged work schedule.

16.02 When an employee, after returning to his residence, is recalled to work after completing a normally scheduled shift, all time worked shall be paid at double (2x) his or her regular rate of pay.

16.03 **No Compensating Time Off**

Compensating time off shall not be given in lieu of overtime pay.

16.04 **Reporting Pay**

Unless the officer has been notified beforehand not to report to work, an employee reporting for work at his scheduled starting time shall be paid for his entire shift. Officers working at temporary sites who report for work will receive a minimum of four (4) hours.

16.05 **Meal Period with Pay**

Any security officer required to work overtime beyond his scheduled hours of work in any one day and who works a minimum of two (2) hours overtime, shall, in addition to the required hourly rate of pay be automatically paid out a ten (\$10.00) dollar meal allowance for said circumstances.

16.06 **Overtime Voluntary**

Overtime shall be voluntary and by mutual agreement between the employees with the most senior employee on the shift at that site who is able to do the job being requested first if he or she wishes to work the overtime and thereafter in decreasing order of seniority. If no employee volunteers to work the required overtime, the Company will request those officers that have received training on any specific site to work the required overtime. If no security officer that has been trained on a site is available, then the most junior officer currently assigned to said site will be required to work said overtime. If none of the above noted employees can be located to work the overtime, then the Company will have the right to fill such overtime shifts at its discretion.

16.07 If an employee is absent from work due to his booking off for any reason other than for authorized leaves of absence, such time off will not be counted as time worked for purposes of calculating overtime payment during that current pay period.

16.08 Where employees mutually agree to an exchange of shift(s) they can only do so if they have obtained prior Company approval in writing and only if such exchange of shift(s) does not result in the Company incurring additional overtime costs.

ARTICLE 17 POSTING OF WORK SCHEDULE

17.01 The schedule of hours of work for each job site shall be posted in an appropriate place, if such a place exists on the work site, fourteen (14) days in advance for a four-week period. In respect to sites where the schedule is not posted, a copy shall be available to each officer on the Company's website or can be **emailed or** mailed upon employee request for those who have no internet access.

Each employee shall be responsible to check his posted schedule on a regular basis to confirm his shifts and become aware of any schedule changes. No employee shall be responsible for missing a shift if the scheduling change was posted after he left the site and this change was not acknowledged or confirmed by the affected employee.

Employees who work on a temporary work site shall be informed of their schedule as required. Temporary site schedules shall be provided in writing to the officer and providing they are to exceed seventy-two (72) hours in length.

17.02 The Company will advise the Union **by email** within ten (10) days or as soon as operationally possible but in any event, within 48 hours notice given by the client, and prior to the implementation of any major changes to work schedules. Major changes in the work schedule will include anything other than relief changes.

ARTICLE 18 EMPLOYEES' RECORD OF TIME WORKED AND PAY DAY

18.01 To ensure that employees receive credit for all hours they have been assigned to work and to minimize errors in pay, the Company and Union agree to the following procedures:

- (a) All employees will "book on" and "book off" through the Company Central Dispatch on each work shift.
- (b) All employees commencing a shift at a work site, must "book on" from the site by calling the Company Control Centre at least 10 minutes before the commencement of his/her shift. If unable to reach the Control Centre within ten (10) minutes the employee shall notify the "live" operator using the telephone number provided by the Company.

All employees must “book off” from the site no sooner than the end of their scheduled shift and only from the site and no other location.

- (c) All employees are encouraged to keep track of their hours worked on a daily basis. In cases of dispute, the Company and the Union will attempt to resolve the dispute to the satisfaction of all parties concerned.

18.02 The Company agrees to continue the pay periods and paydays bi-weekly to be paid on Thursdays. The Company shall pay each employee through direct deposit. An electronic pay stub indicating all deductions made from the employee's paycheque and the employee's seniority date, will be available to the employee on the Company's website or Desjardins' website as well as in hard copy format by individual request.

18.03 The Company agrees not to make any deductions from the employee's paycheque unless the employee has specifically agreed in writing to same or unless specifically indicated in this Agreement or as may be required from time to time by operation of law.

18.04 The Company is committed to early resolution of payroll disputes. If an employee believes that they were incorrectly paid, they shall immediately fill out a payroll irregularity form. In the event that the employee was not paid correctly in an amount of twenty-five (\$25.00) dollars or more, the Company agrees to compensate that employee who has direct deposit, within forty-eight (48) hours on a separate cheque. If the error is in an amount less than twenty-five (\$25.00) dollars, the correction pay will be made on the next regular pay period.

18.05 The Company agrees to pay each employee through a direct bank deposit in the branch of the employee's own choice, on a biweekly basis. It is the responsibility of the employee to ensure that the Company has their current mailing address.

When an employee chooses to receive his pay through direct deposit in a branch of the employee's own bank, which is not the Company's main bank, there will be no guarantee that the regular Company pay day will be maintained.

ARTICLE 19 PAYMENT FOR MEETING ATTENDANCE

19.01 When a designated Company official requires an employee to be present at any meeting called by the Company, time spent at such a meeting shall be considered as time worked.

19.02 At the request of a designated company official, any employee who is required to attend a meeting outside their assigned working hours which is not contiguous to their normal working hours will be paid a minimum of three (3) hours at the applicable rate of pay.

19.03 Payment for meeting attendance as indicated above shall not include meetings required by management with an individual security officer to discuss performance related discipline.

ARTICLE 20 RELIEVING RATES OF PAY

20.01 Out of Scope

An employee who is assigned by the Company to relieve an employee excluded from the bargaining unit for a period of one (1) hour or more, shall receive a minimum of one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of pay for all time worked by such employee while so relieving.

20.02 In Scope

An employee who temporarily relieves a shift supervisor, site supervisor, or any other bargaining unit employee receiving a higher rate of pay for one (1) hour or more, shall receive the higher rate of pay for said classification in the amount of the same pay the relieved employee is earning for all time so relieving.

ARTICLE 21 ON-CALL PREMIUM

21.01 Any employee who is willing to and therefore assigned **by email or in writing** by a designated Company official to be on-call and ready to return to work at a moment's notice, shall be paid two dollars and seventy-five (\$2.75) cents per hour for all such hours when the employee is designated to be on-call.

ARTICLE 22 PAY PREMIUMS

22.01 Any security officer required to be on duty at a psychiatric isolation detention ward or any security officer required to guard a psychiatric patient in any location shall be paid an additional one dollar and forty (\$1.40) cents per hour for all hours worked performing said function.

22.02 Any security officer who is assigned by a designated Company official to relieve an officer who is receiving hazard pay shall also receive the appropriate hazard pay for all time spent relieving.

22.03 **Protection Officer** - is defined as “any security officer assigned duties for the specified purpose of the protection and safety of persons and entails personal bodyguard duties for the protection of an individual at a specific function or event on a temporary basis.”

For these duties the Officer will be paid an additional one dollar (\$1.00) per hour above the Security Guard Minimum Wage for all hours worked performing said duties.

22.04 **Strike Services Officer** - is defined as “any security officer assigned specific and additional duties relating to picket line duty, surveillance of strike activity, protection of property and lives. This duty is specific to labour disputes only, and is on a temporary basis, a strike services officer does not include a regular security officer that may be on duty at a client site performing their regular duties or job description.”

For those duties the officer will be paid an additional one dollars (\$1.00) per hour above the Security Guard Minimum Wage for all hours worked performing said duties.

ARTICLE 23 COURT APPEARANCE / INVESTIGATIONS

23.01 Security officers in the employ of the Company required to appear in court on behalf of the Company or its client to provide evidence relating to their employment with the Company, shall be paid for all time required to be in court, the difference between the witness fee and the amount of regular wages they would have earned had they worked during that period of time.

23.02 Security officers required to attend at police stations, the Company office, **MPI**, Crown Attorney's office, lawyer's office, or similar locations during the continuation of an investigation or type of infraction on behalf of the Company, shall be paid as time worked for time so spent in regard to this matter. This shall also include the filing of reports with any organizations. This shall apply only for incidents other than those caused by the employee, and all such requests for time off under this article must be submitted in advance in writing and approved by the Company.

ARTICLE 24 VEHICLE USE

24.01 When the Company requires a security officer to use their own vehicle to perform patrols or other duties required by the Company or if the security officer is required to drive to work sites (outside of the perimeter highway-Winnipeg only), said employee shall receive forty (\$0.40) cents or the corporate whichever is higher for each kilometer driven. This does not apply to employees who reside outside of Winnipeg and choose to work within the city or employees who reside and work in communities outside of Winnipeg.

24.02 In the event the Company decides to provide security officers with vehicles, said vehicles shall be in good condition, properly maintained and serviced, as specified by the manufacturer, in a safe driving condition, for all security officers required to utilize such vehicle in the discharge of their duties and/or responsibilities. An assigned Company vehicle will be considered as part of the assigned equipment. **The Company will provide the guard a vehicle inspection sheet to complete at the start and end of each shift of any damage or defects to the vehicle.**

24.03 Under special circumstances and at the discretion of the Company, the Company will consider the payment of all or part thereof of legitimate expenses incurred by an employee, such as parking ticket, speeding ticket, etc. incurred during the necessary execution of his duties.

24.04 **Parking**

The security officers who have vehicles shall be allowed to free parking on sites where free parking is available. In the event there is no free parking, the Company will endeavour to negotiate a reduced rate for parking.

24.05 When an employee is required to use their own vehicle for shelter while on the job, said employee shall be paid an additional three (\$3.00) dollars per hour from May 1st to September 30th inclusive and an additional three dollars and fifty cents (\$3.50) from October 1st to April 30th inclusive for all time utilizing their vehicle in addition to Article 24.01.

ARTICLE 25 TRANSFER - TRAVEL - REPORTING TO MAIN OFFICE

25.01 **Transfer Out of Town**

No security officer shall be transferred outside their city or town without their approval. Any security officers who are transferred outside their city or town in the province of Manitoba, at the request of the Company and not through the exercise of any recall rights shall be paid the full cost of moving and relocation by the Company.

25.02 **Transfer Between Sites**

Any transfer during working hours, that is required by the Company to accommodate a special circumstance and which is not part of the employee's scheduled shift, shall be paid in full as time worked.

25.03

Travel to Other Sites and Reporting to Main Office

When a security officer is required to report to the main office before they begin their shift, or after the shift has ended, or while they are travelling from the main office to the site, or vice versa, or travelling from site to site, said security officer shall be paid a minimum of fifteen (15) minutes and a maximum of forty-five (45) minutes at regular pay for each occurrence. Such time shall be documented and approved by a designated Company official in advance.

ARTICLE 26 SECURITY OFFICER'S LICENCE ACT

26.01 It is the responsibility of the employee to obtain and retain a valid Security Guard license. The Security Guards Licence Act requires that licence holders submit a "Criminal Records Check" and a "Child Abuse Registry Check" every third year. Each employee will be required to obtain and pay for Criminal Records Check as well as Child Abuse Registry Check out of their own funds, in order to maintain proper licencing.

Employees who have been employed with the Company for nine (9) or more years shall have fifty (50%) percent of their "Criminal Records Check" reimbursed by the Company.

The Company will endeavor to conduct the Criminal Records Check on the employees behalf or if not possible, then the employee will be allowed time off without pay during their day shift only to obtain their Criminal Records Check.

If it is not possible for the employee to pay for the Criminal Records Check out of their own funds, then the Company will pay for this cost and recover total cost through employee payroll deductions.

Employees who do not have a form of proof of a valid license or Criminal Record Check or Child Abuse Registry Check, will be placed on administrative suspension without pay. In the event that the employee does not obtain a valid license within sixty (60) calendar days of the suspension, the employee will be deemed to have resigned from the Company. Any employee returning from an administrative suspension shall be returned to active service without guarantee of returning to their former site, and will not be entitled to bumping rights.

ARTICLE 27 EQUIPMENT

27.01 The Company agrees to supply such equipment as flashlights, radios, etc, in good working order where required and to make these available on each site for security officers at the start of their duties and responsibilities. A security officer shall sign for said equipment at the beginning of the shift and shall sign off at the end of

each shift. Security officers will generally not be responsible for the cost of missing or damaged equipment (including keys), but all security officers will treat Company and client equipment with as much care as reasonably possible. The only time the security officer may be held financially responsible for equipment, radios, keys, etc., is when the Company has clearly proven after meetings with the employee and Union Representative, that said employee willfully damaged or lost Company or client property.

The Company shall provide the Health and Safety Committee with a list of all sites that are issued safety equipment on a yearly basis by January 30th of each year.

27.02 **Safety Shoes**

The Company agrees, on sites where it is required, to provide a voucher for safety shoes in the amount of hundred and **fifty (\$150.00)** dollars, once every twelve (12) months. Safety shoe vouchers must be provided for by the Company prior to the officers assignment to a site requiring same. Safety shoes should not be worn by the employees where they are considered to be off duty, unless they are going to or from work. The Joint Workplace Safety and Health Committee shall determine which sites require safety shoes.

27.03 The Company agrees to provide, at no cost to security officers, hard hats, reflective vests, safety glasses and ear protections on sites where they are required.

ARTICLE 28 **UNIFORMS**

28.01 The Company will provide the following articles in the appropriate male or female styling, as well as the necessary size, that will form the basic Company uniform:

- One (1) patrol jacket (**windbreaker**) /blazer;
- Three (3) pairs of pants for full time employees;
- Two (2) pairs of pants for part time employees;
- Five (5) shirts (**long sleeve or short sleeve upon employees request**) for full-time employees;
- Three (3) (**long sleeve or short sleeve upon employees request**) shirts for part-time employees;
- Two (2) sweaters for Full-time (if they request a second sweater)**
- One (1) sweater for Part-time**
- One (1) tie.

Such articles shall be in compliance with the Company standards as described in the Company policy on uniforms and shall be in good wearable condition. Uniform articles will be provided to the security officer prior to the officer performing his or her first shift.

Where agreed upon by the client and the Health & Safety Committee, the Company will provide lighter colored, cotton based shirts during the summer season.

28.02 The employee will be responsible for providing the following articles such as:

Footwear, Socks, black Dress Belt.

Such articles must be in compliance with the Company standards as described in the Company policy on uniforms.

28.03 The Company may provide, at no cost to security officers, as required under special circumstances, the following additional uniform articles:

Head wear, parka, rain gear, sweaters, dress shorts and other site specific uniform articles **in the appropriate size assigned individually to the specific security officer.**

Where practical these uniform articles with the exception of Rain gear/Parkas will be assigned to the security officer individually.

Rain gear will be available twelve (12) months of the year and winter parkas, in the appropriate sizes, shall be in place on all sites where required no later than October 1 of each calendar year.

28.04 Mobile Officers will be provided with slash vests, equipment belts and gloves. These items are property of the Company and must be returned to the Company when the security officer's employment with the Company ends, or the officer leaves the site or job duties where the equipment was required.

28.05 **Company Identification**

All articles of Company identification such as crest, badges, nameplates, uniforms as described in Article 28.01 **and assigned equipment**, shall remain the property of the Company and shall be returned by the employee upon termination of employment. **Failure to return uniform and equipment upon departure shall result in the employee being charged the replacement value on their last paycheque (value as indicated on the uniform issue sheet).** The Company has the right to pursue legal action to recover all unreturned articles of uniforms and equipment provided to the officer by the Company and the officers may be liable to meet all associated legal costs of such pursuit.

28.06 At the discretion of the Company, the Company will, as required, pay the cost of replacement of uniform articles that need replacement as described in 28.01.

28.07 The Company will replace uniform articles on an as and when required basis, but no longer than two (2) weeks from the date of written request from an employee for a replacement article, subject to the viewing of the article in question by a Company representative, and agreement that the article is in need of replacement. If the uniform article has been damaged, ripped, etc. the uniform article will be replaced immediately by the Company.

28.08 Maintenance and care of uniforms will be the responsibility of the employees. The Company will cover the cost of dry cleaning of one (1) pair of pants and one (1) blazer per month unless specified otherwise by the client. Employees will take their uniforms to the designated dry cleaning firm and present their pay stub in order to be eligible for this service. The Company agrees to pay for the dry cleaning costs of winter parkas at least once per calendar year.

28.09 The employee will limit the wearing of all parts of the uniform to the assigned place of work during the performance of duties and to and from work by the most direct route. Wearing of the uniform by employees outside these conditions may be cause for disciplinary action.

28.10 **Allergies**

The Company will provide alternate clothing for any employee who is allergic to the standard uniform articles provided by the company. These articles will be provided in a timely fashion, but in no event longer than two weeks from the written employee request for said uniform article. The Company will provide the articles or, upon mutual consent the employee may purchase equal or lesser value articles and be reimbursed by the Company within two (2) weeks, upon proof of purchase.

ARTICLE 29 STATUTORY HOLIDAYS

29.01 (a) The following days shall be considered holidays for which full-time employees shall receive eight (8) hours' pay for each statutory holiday as listed below, at their regular hourly rate of pay. If said employee works on said holiday, they shall be paid as per Article 16.01:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Louis Riel Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

(b) Remembrance Day is not a statutory holiday. Employees working on Remembrance Day shall be paid in accordance with the The Remembrance Day Act or as amended by the Provincial Government.

29.02 In order for an employee to qualify for a statutory holiday they must not have been voluntarily absent from their scheduled workday the day prior to and/or following such holiday. Vacation, leave of absence authorized by the Company and sick leave shall not disqualify an employee from receiving their general holidays as noted above.

29.03 If a statutory holiday occurs during an employee's vacation or scheduled day off, they shall have the opportunity to take an extra day's vacation with pay or an extra day's pay. However, such extra day's vacation with pay shall be subject to Company approval. In the event the employee chooses to take an extra day off with pay, the day off selected shall be subject to Company approval.

29.04 All part-time employees who qualify under Article 29.02 will receive wages for each statutory holiday(s) as indicated in Article 29.01, equivalent to five (5%) percent of their total wages earned, exclusive of overtime calculated on the basis of the dates on which they worked during the twenty-eight (28) calendar days immediately preceding the statutory holiday. Part-time employees required to work on a statutory holiday shall be paid as per Article 29.07.

29.05 In the event that a security officer works in a location where a statutory holiday occurs which is not recognized in this agreement, and the client closes its business for that day, and the security officer, had that not been the case, would have normally worked on that day, said security officer shall be offered work in another location for the equivalent time that the employee would have worked.

29.06 Employees who observe alternate religious holidays can request time off without pay from the Company as per Article 31.01 or use their vacation entitlement, if applicable.

29.07 An employee who is required to and does work on a statutory holiday shall be paid at one and one-half (1½) times their rate of pay plus (one and one-half (1½) times the overtime rate if applicable) for all hours worked on a statutory holiday and in addition, shall be paid their regular pay for the statutory holiday if they fall in accordance with the requirements specified in 29.02 above.

29.08 Senior full-time employees will be given an opportunity not to be scheduled to work both Christmas and New Year's Day, except in the event that there are no employees available or overtime or training costs are to be incurred by the Company to accommodate the change.

Requests shall be submitted forty-five (45) days in advance and the Company shall respond within ten (10) days of the request.

ARTICLE 30 **VACATION WITH PAY**

30.01 Employees covered by this Agreement shall be entitled to the following vacations with pay.

30.02 Any full-time employee who, on April 30th of each year has less than one (1) year of continuous service will be entitled to one (1) day per full month of employment with pay to a maximum of ten (10) days at four (4%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

30.03 Any full-time employee who, on April 30th of each year has less than five (5) years of continuous service but more than one (1) will be entitled to ten (10) days per year of vacation with pay at four (4%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

30.04 Any full-time employee who, on April 30th of each year has less than nine (9) years of continuous service but more than five (5) will be entitled to fifteen (15) days per year of vacation with pay at six (6%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

30.05 Any full-time employee who, on April 30th of each year has less than sixteen (16) years of continuous service but more than nine (9) years will be entitled to twenty (20) days per year of vacation with pay at eight (8%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

30.06 Any full-time employee who, on April 30th of each year has more than sixteen (16) years of continuous service will be entitled to twenty-five (25) days per year vacation with pay at ten (10%) percent of regular earnings for the previous twelve (12) month period ending April 30th .

30.07 The vacation period is intended to be from May 1st to October 31st of each year and the Company will endeavour to schedule employee vacations within that period. Employees may request vacation outside of the vacation period noted above and the Company will make every reasonable effort to accommodate such employee request.

30.08 **Vacation Consecutive**

 The Company agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have his vacation broken up or unless operational requirements make this impractical.

30.09

Vacation Entitlement Lists

Employees must apply in writing, to the branch scheduler. **Requests for vacation time of one (1) week or more shall be made in writing at least four weeks in advance of the start of the vacation. For requests of two (2) consecutive days but less than one (1) week, two (2) weeks' notice must be provided. For requests of one (1) day, one (1) week notice must be provided. Provided notice is given, vacation pay shall be paid on the day immediately preceding the start of the employee's vacation, if requested by the employee. Subject to the written request for vacation, the Employer shall grant in writing the vacation request within five (5) working days, the vacation request will be deemed to be granted. Once approved, no vacation will be changed without mutual consent of the Parties.** In the case of employees at a particular site requesting the same vacation days, seniority shall prevail except where an employee's vacation has already been approved. If an employee is denied his first choice, he may re-apply using other days.

30.10 The Company, in the event of emergency situations, will not require an employee to change their vacation schedule if said employee has deposited payments in advance towards their vacation, unless the Company is prepared to reimburse the amount of the deposit. Proof of such deposit payments must be submitted.

30.11 Any part-time employee who, on April 30th of each year has less than one (1) year of continuous service will receive vacation pay in the amount of four (4%) percent of their regular earnings for the previous twelve (12) month period ending April 30th.

30.12 Any part-time employee who, on April 30th of each year has less than five (5) years but more than one (1) year of continuous service will receive vacation pay in the amount of four percent (4%) of their regular earnings for the previous twelve (12) month period ending April 30th.

30.13 Any part-time employee who, on April 30th of each year has less than nine (9) years but more than five (5) years of continuous service will receive vacation pay in the amount of six (6%) percent of their regular earnings for the previous twelve (12) month period ending April 30th.

30.14 Any part-time employee who, on April 30th of each year has less than sixteen (16) years but more than nine (9) years of continuous service will receive vacation pay in the amount of eight (8%) percent of their regular earnings for the previous twelve (12) month period ending April 30th.

30.15 Any part-time employee who, on April 30th of each year has more than sixteen (16) years of continuous service will receive vacation pay in the amount of ten (10%) percent of their regular earnings for the previous twelve (12) month period ending April 30th.

30.16 **Part-Time Employee's Vacation Pay During May of Each Year**

Part-time employees' vacation pay shall be paid during the month of May of each year, or at the time the part-time employee takes their vacation provided the employee notifies the Company in writing of their preference.

Except as provided herein, vacation pay for part-time employees shall be paid during the month of May of each year by direct bank deposit. Such vacation pay shall be deposited separately and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employee's gross vacation pay and the deductions used in determining the employee's net vacation pay.

Providing the employee informs the Company in writing prior to April 1st, part-time employees may elect to have their vacation pay paid out upon commencement of their vacation, or at each set of vacation accordingly, if their vacation is broken up into more than one (1) period.

30.17 **Part-time Off for Vacation Purposes**

Upon written request of the employee, the Company agrees to grant time off for vacation purposes, without pay to part-time employees, based on the full-time employees' schedule of vacation entitlement.

30.18 **Part-time Full-time Vacation Credit**

A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate yearly credit for future vacation entitlements. A year's credit for vacation entitlements shall mean two thousand and eighty (2,080) hours.

30.19 **Payment in Advance**

Upon request, vacation wages will be paid to each full-time employee in advance not later than the pay day immediately preceding the beginning of their vacation.

30.20 **Vacation Pay on Termination**

Vacation pay shall be paid in addition to other wages due if employment is terminated by the employee or the Company prior to the employee having an opportunity of taking their vacation entitlements.

30.21

Vacation Deferral of Illness - Sick Pay Entitlement

If an employee becomes confined to his or her home or in the hospital due to a serious illness or injury while on vacation, the employee shall be entitled to be paid from accumulated sick leave credits to a maximum of ten (10) days or eighty (80) hours and the balance of the employee's paid vacation shall be rescheduled to a time mutually agreed to by the Company and the employee, after the employee's return to work.

30.22

Casual employees and permanent employees, who for legitimate reasons were not able to take vacation will have their vacation paid out at the end of the reference year upon individual request. The reference year ends on April 30th.

ARTICLE 31 LEAVE OF ABSENCE

31.01

The requesting and granting of leaves of absence shall be in writing and the Company shall reply to all such requests in writing within seven (7) days of receipt of the request.

31.02

(A)

Maternity Leave

A female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Company a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

(B) **Parental Leave**

1. **Entitlements**

Every employee

(a) who,

(i) in the case of a female employee, becomes the natural mother of a child,

(ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(iii) adopts a child under the law of a province; and

(b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

2. **Commencement of Leave**

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

3. **Late Application for Parental Leave**

When an application for parental leave under 30.02(B) above is not made in accordance with 30.02 (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

4. **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

5. **E.I. Benefits**

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

6. Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

7. Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.8. If the Employment Standards Code changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Employer agrees to abide by the new regulations.

31.03 **Child Birth Leave**

Upon request, a non birth parent, of the same or opposite sex, shall be granted a two (2) day leave of absence with pay and up to ten (10) additional days off without pay, which shall be taken within seven (7) calendar days following the birth of his/her child. Said employee shall also be entitled up to an additional seven (7) calendar days off without pay if he/she so desires. Child Birth leave shall be in addition to any parental leave the employee may be entitled to.

31.04 **Adoption Leave**

Upon receipt of the adopted child, an employee who has completed their probationary period shall be granted up to thirty-seven (37) weeks leave of absence without pay. The employee will submit a written request for such leave as early as possible, but not less than four (4) weeks prior to the commencement of the leave, unless this notification period cannot be given due to the special circumstances of the adoption.

31.05 Eligible employees in Article 31.02, 31.03 and 31.04 will be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the E.I. Act.

31.06

Bereavement Leave

- (a) An employee shall be granted a leave of absence, without loss of pay, of up to three (3) days **non-consecutive within thirty (30) days of death unless mutually agreed by management** (not to exceed twenty-four (24) paid hours) if the employee was scheduled to work, in the event of the death of a spouse of the same or opposite sex (including common-law), child (including stepchildren and adopted children), parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or guardian (including stepparents and the latest foster parents). In such event an employee required to travel more than two hundred (200) kilometers outside Winnipeg to attend a funeral shall be granted up to an additional three (3) consecutive days of leave without pay.
- (b) An employee shall be granted a leave of absence without loss of pay of up to one (1) day and up to three (3) additional days without pay, if the employee was scheduled to work, in the event of the death, niece, nephew, aunt, uncle, or any other relative living with the employee at the time of death, not referred to above.

31.07

Jury Duty/ Selection

An employee who is required by law to serve as juror/ **called to jury selection** or subpoenaed witness in any Court of Law, not relating to the Company, shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Company any monies received other than for reimbursement of expenses.

31.08

Other Leaves of Absence

Upon request the Company will grant a personal leave of absence for an employee for up to six (6) months without pay when such request is for good and sufficient reasons. During such leave of absence, seniority shall be maintained **and** accrue **except those employees who are on probation.**

31.09

Return to Work

- (a) Other than for medical, compassionate, maternity, parental and/or adoption leaves of absence, an employee who wishes to resume his employment on the expiration of an authorized leave of absence, in accordance with this section, will be reinstated by the Company in the position occupied by him at the time such leave commenced, or an equivalent position if such positions exist. Otherwise, he will be placed on the spare board list.

- (b) An employee returning from such leave must notify the Company, in writing, at least five (5) working days in advance of their intended date of return.
- (c) When an employee returns from Workers Compensation, said employee shall be returned to their former site providing the employee demonstrates the ability to fully resume responsibilities for that site.

31.10 **Family Responsibility Leave**

In the event of illness or injury occurring to an employee's spouse, parent, or child, the employee may request, and if so shall be granted, a leave of absence or absences which shall not exceed five (5) working days in total per calendar year. Said days shall be paid out of an employee's sick pay accrual, if the employee has any banked sick time at the time of the family responsibility leave of absence. The purpose of this leave shall be to enable the employee to attend to the needs of their **family**.

31.11 **Military/Reserve Duty**

At any time an employee who is in the military reserves and is called to duty or is otherwise called to military duty, said employee will be granted time off without pay and shall continue to accrue seniority while required to perform said duties. Upon their return they will be placed at their last assigned site, or equivalent site.

31.12 **Citizenship Leave**

Any employee who will become a Canadian Citizen will be granted a one (1) day unpaid leave to take their oath of citizenship.

31.13 **In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Domestic Violence Leave, Critical Care of a Child Leave, Disappearance or Death of Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and Regulations thereunder.**

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/

ARTICLE 32 WAGES

32.01 The hourly rate of pay for all employees in the bargaining unit assigned to work at regular pay sites will be as per Appendix A, and for part of this

Agreement, provided that where an individual rate of pay is higher, such rate shall not be reduced by reason of this agreement, unless by the award of a posting bid-on by the employee. In this agreement, the rates of pay provided in Appendix A are based on site requirements and qualifications as stipulated in job postings, length of service and performance on the job.

32.02 Where an employee is assigned to work at a special pay rate site they shall be paid for hours worked at that site on the basis of the rates specified for that site as described in Appendix B. A list of special rates will be provided to the Union and changes to this list will be provided on a monthly basis.

32.03 If a new classification is created or the job duties of an existing classification is significantly altered, as related to a regular pay site within the bargaining unit, the Company will establish an appropriate wage rate for that new classification and will advise the Union within fifteen (15) calendar days. If the Union disagrees and the wage rate cannot be resolved through discussion, at the request of either party, the matter may be submitted to arbitration in accordance with Article 36.09 of this Agreement.

32.04 Where an employee is assigned in accordance with this Agreement from a regular pay site to a special pay site, they will receive the minimum pay rate specified for that job at that site which in no event shall be less than their own current hourly rate of pay except for the period of site training where the site training rate would apply.

32.05 Where an employee is assigned in accordance with this Agreement from a special pay site to a regular pay site, they will receive the rate of pay applicable to the regular pay site that he would be entitled to based on their qualifications relative to the requirements of the classification level defined in Appendix A.

32.06 In the event that an employee is assigned from a regular pay site to a special pay site, the Company will assign senior employees on the basis of the provisions outlined in Article 11.05 (b) of this Agreement.

32.07 In the event that the Company fails to pay an employee an increase in pay when it is due him, either by moving from one level to another, or on the effective date of across-the-board increases, the Company agrees to pay said increase, retroactively to the date that the Company should have paid the increase, regardless of the length of time that may have elapsed since the date that the increase should have been paid by the Company.

ARTICLE 33 HEALTH AND SAFETY

33.01 The Company and the Union recognize the necessity to maintain a safe and healthy workplace and environment for the employees, but also recognize limitations which may be imposed upon the Company in this regard as a result of the Company not owning or controlling the client work site.

33.02 The Company and the Union agree to establish a joint Workplace Safety and Health Committee. The committee shall be comprised of five (5) employees, as chosen by the Union and up to an equal number of members chosen by the Company. The committee shall meet monthly to discuss safety problems and issues with a view to rectifying same.

The committee will make every effort to conduct regular inspections of sites and will attempt to inspect between two and four sites per month, when possible. The Company will ensure that the Safety and Health Committee is provided with an up-to-date list complete with addresses and coverage times for all sites on a quarterly basis. The Health and Safety Committee will contact the Company one (1) week prior to the intended date of the site inspection. This will allow the Company to contact the client to obtain permission for the committee to carry out their site inspection. All new sites will be forwarded to the committee immediately.

The committee members will be notified immediately of all incidents of injury or occupational illness incurred by any employee. The committee will attend to the site in question and investigate as quickly as possible. All reports pertaining to the incident in question will be provided to the committee. Any complaint issued to the Company by an employee regarding any health and safety matter will be forwarded to the Health and Safety Committee within three (3) working days.

The Union and the Company agree to arrange monthly meetings at a mutually convenient time and place. All time performing duties or functions on the Safety and Health Committee by employees shall be considered time worked and each employee will receive payment for all time at their applicable rate of pay. The duties and functions noted include all meetings, training, inspections, and investigations, etc.

33.03 The Company shall comply with applicable federal, provincial and municipal health and safety regulations.

33.04 Minutes of all health and safety meetings will be distributed to all sites for the review by all members.

33.05 (a) No security officer shall be disciplined or discharged for refusal to work on a site or in any workplace where he or she has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.

- (b) In such circumstances, the employee must remain at or near the work site until **the Workplace Health and Safety committee arrives. If necessary**, a Workplace Health and Safety Inspector attends the site to give a determination. Other employees on the site must be advised of the safety concern **by the guard who initially refused to work there**. Where it has been determined by a Workplace Health and Safety **Committee or** Inspector, that the workplace is unsafe, the employee shall not suffer loss of pay.
- (c) If there is any dispute in the application of this section, such dispute shall be resolved through the process identified in the provincial Workplace Health and Safety Act and not through the grievance/arbitration process.
- (d) The Company agrees to ensure that when security officers are given additional duties or jobs which may increase the danger to their health by working in a toxic or other hazardous environment, that they shall immediately inform the security officer of the possible danger and shall give the security officer information and/or training regarding same.

33.06 **Reporting Obligations**

Employees of the Company have an obligation to report workplace injuries and accidents to the Company immediately and to contribute to a safe working environment at each site. Employees also have an obligation to immediately report to the Company and complete any required forms related to any on-site or work-related injury as required by current legal requirements under Workers Compensation or Occupational Health & Safety Legislation.

33.07 The Committee shall establish a separate health and safety bulletin board beside the employee bulletin board within the Company offices. The committee must approve all notices before they are posted.

33.08 The Committee shall conduct a yearly review of Company health and safety training programs which includes instructors and material used. The review shall be completed no later than February 28th each year.

ARTICLE 34 SECURITY OFFICER'S SAFETY WHILE ON DUTY

34.01 **Travel to Work**

The Company agrees to provide transportation where a security officer is required to start or terminate their shift between 0001 hours and 0600 hours, if

they have no other mode of transportation available. The officer will be required to notify the Company at least eight (8) hours prior to the need for the ride and on condition this eight (8) hours' notice is given, the officer will not be required to wait longer than thirty (30) minutes past their quitting time to receive a ride. If an officer is required to wait longer than thirty (30) minutes they will be paid for all time required to wait at their regular rate of pay limiting the waiting period to when public transportation is available. This payment will not apply when transports are provided outside of the time period noted above.

In situations where an employee cannot access another mode of transportation and is unable to provide eight (8) hours' notice to the Company, the Company will provide transportation to said employee. Where an alternate mode of transportation can be accessed, but is deemed by the employee to be unsafe, the Company will also provide transportation without the eight (8) hours' prior notice and will make every effort to provide this transportation in a timely fashion.

34.02 Any concerns dealing with the number of security officers assigned to any sites, or duties, or responsibilities shall be referred to the Health and Safety Committee in accordance with Article 33.01.

34.03 In the interests of personal safety at a single officer site the employee must call Central Dispatch every hour in order that his whereabouts may be continuously monitored.

ARTICLE 35 REPRIMANDS / DISCIPLINARY ACTION

35.01 In order for a disciplinary action or discharge to be valid, **shop steward or in certain circumstances** a Union Representative must be present at any meeting with the Company and employee in question where discipline or discharge is being considered. A **shop steward or in certain circumstances** a Union Representative or designate will be available to attend meetings at the Garda Security offices within forty-eight (48) hours of notification. The Company will contact the Union Representative in order to set a meeting time with the employee. If after said meeting discipline or discharge is being imposed the Company agrees to fax the Union office within forty-eight (48) hours of said meeting, a copy of the discipline or discharge notice. The Company agrees that any disciplinary action taken against an employee shall be removed from the employee's personnel file after eighteen (18) calendar months. Said disciplinary action cannot be used against the employee at a later date.

35.02 When an employee signs a field report given to them or signs any other disciplinary action document given to them by the Company, the Company agrees that it shall not be deemed that the said employee agrees with any of its contents, nor shall it prejudice said employee at a future date, if said document is used by the Company at a later date.

35.03 An employee who has their security officer licence revoked by the Attorney General's Department for any reason shall be placed on suspension without pay until such time as their licence is reinstated. During this period of suspension, and only for employees who are reinstated, there shall be no accumulation of benefits but seniority shall be maintained and will accrue. The Company will disclose any available information related to the matter to the Union and the Union reserves the right to pursue any other legal avenues of redress.

ARTICLE 36 GRIEVANCE PROCEDURE / ARBITRATION

36.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

36.02 Information

Where the Union requires information regarding a grievance, hours of work, and/or seniority, the company agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union. The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

36.03 Notice of Reprimand, Disciplinary Action to Employees

The Company agrees, when submitting written notices of warning, disciplinary action or dismissal, to give a copy to the employee concerned with a reason for same in full, and to send a copy to the Union office.

- 36.04
- a. Should a complaint arise, the employee(s) involved and/or the Shop steward or the Union representative shall first discuss the complaint with their immediate supervisor outside of the bargaining unit. There shall be no grievance until the immediate supervisor who is outside of the bargaining unit has had an opportunity to discuss the matter with the employee(s). The said supervisor shall respond to the employee(s) complaint within three (3) working days of receiving the complaint.
 - b. An employee's complaint which is not resolved at Article 36.04 (a) may be submitted by the employee and the Union representative as a grievance at Step One of the grievance procedure outlined in this article.

36.05 Any employee, the Union or the Company, may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

36.06 All grievances shall be submitted in writing by the Union or the Company.

36.07 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step One The grievance shall be submitted in writing, signed by the employee and the Union representative, to the Company designated Manager, who is outside of the bargaining unit, setting out the grievance, the section(s) of the agreement alleged to have been violated, and the remedy or correction sought. The response noted above, The Company designated Manager shall respond to the grievance, in writing, within seven (7) working days of receipt of the grievance.

Prior to the Company designated Manager providing said response stated above, a meeting will take place. The grievor will be invited and encouraged to attend this meeting and any subsequent meetings in regards to the grievance.

If a satisfactory settlement has not been reached within the seven (7) working days specified, then Article 36.08 will apply.

36.08 **Step Two** The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) working days of the date the Union received written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

The designated Company official shall respond to the grievance in writing, within seven (7) working days of receipt of the grievance at Step Two.

36.09 **Arbitration**

- a. Should the grievance not be resolved at Step Two, it may be referred by either party, to a single arbitrator, by notice in writing to the other party within ten (10) working days of receipt of the Step Two response. Such notice shall indicate three (3) nominees to act as arbitrators. The respondent party shall reply, in writing, indicating its choice of three (3) nominees to act as arbitrators within five (5) days of receipt of the above notice. If the parties fail to agree upon an arbitrator from the six nominees within a further five (5) day working

period, the chairperson of the Manitoba Labour Board shall be requested to appoint one.

- b. The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to reach a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision within thirty (30) calendar days from the last day of the hearing.
- c. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- d. In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or reinstate the employee with full back pay, and without loss of seniority.
- e. The findings and decision of the arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.
- f. It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this section.
- g. The expenses of the arbitrator shall be shared equally by the Company and the Union.
- h. In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

36.10 All time limits set out in this article are intended to mean working days, and do not include Saturdays, Sundays and recognized holidays.

36.11 The time limits as indicated above can be extended by written agreement by both parties to this Agreement.

ARTICLE 37 LIE DETECTOR TESTS / DRUG TESTING

37.01 The Company agrees it will not ask, request or compel an employee to take a polygraph or similar lie detector test.

37.02 The Company agrees that it will not ask any employees to take any medical test to determine whether the employee is using non-prescription drugs. The Union agrees, however, to cooperate with the Company in resolving any problem when the Company suspects, or has proof, that an employee is using non-prescription drugs. Notwithstanding this Article, employees assigned to a site where such tests are required by the clients and administered to the client's employees, Garda employees may be requested to undergo such test. Refusal to undergo such test can result in site transfer.

37.03 An employee shall be granted a medical leave of absence to a maximum of thirty-seven (37) weeks, to deal with a substance abuse problem. At the end of said leave the employee shall be re-employed and whenever possible returned to their former position. Seniority shall be maintained but not accrue while on leave.

37.04 The Company will pay for all costs associated with any additional security checks or clearances required by existing or new clients.

ARTICLE 38 TRAINING

38.01 In order to develop the highest degree of professionalism, efficiency, motivation, and client satisfaction of Security officers, the Company agrees to provide the training necessary to ensure the above. The Company will provide the Union with a list of the programs currently in force and will inform the Union of any changes to this list of training programs in the future.

The Company will provide a list and details of all courses offered to the Union and Health and Safety Committee every six (6) months. The Company will provide information as to how officers can access the courses.

38.02 The company will ensure that all employees receive adequate safety training or site specific training for the job site they are working. The company will provide and ensure that all employees participate in the following safety training:

- Orientation for all new hired staff
- Working alone legislation training
- Job/site specific training as required
- Updated and refresher training
- WHMIS training
- **Non-Violent Crisis Intervention (when required by the client)**

38.03 **Site Training**

The training on site shall be considered as time worked and paid at the employee's base rate or at a higher rate if otherwise specified by the client.

The Company agrees, when security officers are asked to work in psychiatric institutions or other similar institutions, to train the officers so that they can properly respond and protect themselves in all situations.

Prior to an employee working on any specific site, said employee will be oriented to the site and will receive any specific training that is deemed appropriate for that site. Site training will be provided first by a bargaining unit employee of Garda who has previous training at the site and if none are available, then by an employee of Garda. If neither are available, then by a person competent to provide training for the site.

38.04 **Mandatory Additional Training and Education**

Where the Company is required by the Province of Manitoba to provide mandatory training in addition to the above (38.01, 38.02 and 38.03) the Company agrees to pay the cost of taking this training and also pay security officers as time worked in accordance with this Agreement. This training will only be applicable to employees in the employ of Garda Security at the time of the training deemed required by the province unless provincial legislation states otherwise.

ARTICLE 39 HEALTH AND WELFARE BENEFITS

39.01 Health and Welfare benefits shall be as contained in Appendix C of this agreement.

ARTICLE 40 EDUCATION AND TRAINING TRUST FUND

40.01 For the duration of this Agreement, the Company shall contribute four (4¢) cents per hour for each hour worked by all employees in the bargaining unit into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

40.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 41 LABOUR / MANAGEMENT RELATIONS

41.01 A Labour / Management / Client Issues Committee shall be appointed consisting of Union designated employees, the Union representative, and representatives of the Company. The purpose of this Committee shall be to review any issues or matters affecting either the employees in their workplace, or client issues which have been noticed by security officers. The purpose of the Committee shall also include as a goal and objective the improvement of services to client, to ensure that the client continues to be serviced by Garda, and to deal with any issues related thereto.

41.02 The Committee shall meet **four (4) times a year**.

41.03 The Union agrees to rotate the members of the Committee so that employees from different sites and clients have an opportunity to discuss issues of importance related to the clients.

41.04 The Company shall endeavour, whenever possible and practical, to remedy situations which may have been brought to its attention.

41.05 The time, date and location of the meetings shall be mutually agreed between the Union and the Company and time spent by security officers while on this Committee shall be paid by the Company as time worked.

ARTICLE 42 HARASSMENT ABUSE POLICY

42.01 The Company, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and shall not be tolerated.

42.02 Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics,

marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted.

42.03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

42.04 Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one individual to the disadvantage of another.

42.05 It is both the right and responsibility of any employee who believes that he or she has been subjected to harassment and/or abuse to immediately report such concerns to both the Company and the Union. The Company and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

42.06 All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and shall be conducted as expeditiously as possible.

42.07 Any employee who believes that he or she is being harassed and/or abused shall have the right to refuse to work with the alleged harasser and/or abuser pending determination of the investigation provided for under this article. Under such circumstances, the alleged harasser and/or abuser shall be transferred.

42.08 Any employee who, as a result of a full investigation is determined to be in violation of this article, may be subject to disciplinary action. Such discipline may include a written reprimand, suspension or dismissal, and any such incident shall be documented in the harasser and/or abuser's file. No documentation whatsoever shall be placed in the complainant's file irrespective of whether or not the complaint has been upheld.

42.09 Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the

APPENDIX “A” –WAGES

A-1 Wages

		October 1, 2019	October 1, 2020	October 1, 2021	October 1, 2022	October 1, 2023
Security Officer - Regular Sites						
Start	12.50	12.50	12.50	12.50	12.50	12.50
5 Year Rate		12.80	12.80	12.85	12.85	12.90
Mobile Patrol						
		1.5%	1.5%	1.5%	1.5%	1.5%
Start	14.75	14.97	15.20	15.42	15.66	15.89
12 Month	15.50	15.73	15.97	16.21	16.45	16.70

Bar/Bike Patrol officers, as designated by the company shall receive the greater of \$1.00 than the wages as noted in Appendix A-1.

A-2 Seniority Premiums:

10 Year	October 1, 2019	October 1, 2020	October 1, 2021	October 1, 2022	October 1, 2023
	\$0.65	\$0.65	\$0.75	\$0.75	\$0.85
	October 1, 2019	October 1, 2020	October 1, 2021	October 1, 2022	October 1, 2023
15 Year	\$0.95	\$1.00	\$1.10	\$1.20	\$1.30

These premiums are added to the start rate of a Regular Site in Section A-1

A-3 Special Pay Sites

For the purpose of the hourly wage schedule in A-1 a special pay rate site employee shall be defined as an employee whose hourly rate of pay is higher than the rate indicated in A-1.

All security guards working at special pay sites, will receive an increase in their wage rate annually as their client contract is renewed. In the event that the client contract does not provide for a wage increase, or in the event that the client contract provides for less than a **twenty-five (\$.25)** cents per hour wage increase, the Company will provide an increase of **twenty-five (\$.25) cents or a one point seven five (1.75%) percent (whichever is greater)** per hour, or the difference between the client increase and **twenty-five (\$.25)** cents per hour, to all special pay site, site supervisors and shift supervisors on October 1, **2019, 2020, 2021, 2022, 2023.**

Security officers assigned at special pay sites shall only receive the greater of the special pay site rate or the combined pay rate in Appendix A-1 and A-2, not both.

The Company will provide the Union with a list of all special pay rate sites, the actual rate being received at such site and the anniversary date of the client contracts.

A-4 Long Service Recognition

The Company agrees to provide long service certificates as well as long service pins to all employees on their 5th, 10th, 15th, 20th, 25th and 30th year anniversaries. In addition, the Company will upon ratification, offer employees a choice of Garda pens (higher quality for greater years of service) or key chains.

APPENDIX "B"

SPECIAL PAY SITES WAGE SCHEDULE

- B-1** A special pay site is defined as a site where:
- a. As of DOR, the pay rate is greater than \$11.90.
 - b. As of Oct 1, 2016, the pay rate is greater than **\$12.50**.
 - c. Pay rates have been established by the client and therefore may vary from site to site.
 - d. Special classifications may have been established in accordance with client requirements.
- B-2** The Company recognizes that special pay site rates will not be reduced except where circumstances dictate. In this event, the Company will disclose to the Union, in writing, the details of these circumstances.
- B-3** The special pay sites and respective pay rates in effect as of date of commencement of this Agreement will be provided to the Union and will be modified as required by the Company on the first working day following the fifteenth (15th) day of every month. The Union agrees to maintain in strictest confidence the information contained in these lists, except in regard to security officers working at these sites and/or under Article 36 Grievance and Arbitration.
- B-4** **Site Training Rate** is the hourly rate paid to a newly assigned employee during the familiarization period at a new site. The employee shall receive pay equivalent to one seniority level less than their current level, up to a maximum accumulative total of five (5) working days per site.

APPENDIX C

HEALTH AND WELFARE BENEFITS

C-1 Benefit Plan:

Effective July 1, 2016, the Company shall provide to its eligible employees a comprehensive benefit plan to be administered in accordance with the rules and regulations of the plan (Desjardins) which are more fully described in the plan benefit literature.

Employees must have a minimum of one (1) year seniority as well as work a minimum average of twenty-four (24) hours per week in order to be eligible to receive benefits. The average weekly hours shall be based on a three (3) month period. Failure to meet this weekly average will result in ineligibility to the plan.

Benefit premiums shall be shared between the Company and the employees and such benefit premiums shall be paid by employees on a bi-weekly basis via payroll deductions.

The bi-weekly payroll deductions for employees shall be as follows:

- Single coverage: **\$19.50** per pay period
- Family coverage: **\$44.30** per pay period

All eligible employees must participate in the group benefit plan.

The parties agree to meet in April of every calendar year during the term of the collective agreement in order to assess the plan and mutually determine if the services provided and/or premiums need to be amended based on plan usage.

C-2 Sick Days

Every employee who has completed their probationary period, shall accumulate sick days with pay at the rate of five (5) hours per one hundred and seventy-three (173) hours worked up to a maximum of eighty (80) hours.

Probationary employees who have completed their probationary period will accumulate sick leave credits retroactive to their date of hire.

Said sick days with pay shall be utilized when the employee is absent from work due to sickness or accident not related to work. Employees shall only be paid for hours that they would have been regularly scheduled to work on the days they were off work.

Sick day benefits commence on the first day of any sickness or accident not related to work. The Company retains the right to require an employee to provide a doctor's certificate for any leave due to illness or injury prior to receiving sick pay. The Company agrees to not unreasonably request medical certificates.

When an employee utilizes a sick day or days, their maximum number of days indicated above shall be reinstated based on the five (5) hour per one hundred and seventy-three (173) hours worked accumulation (ie: an employee who has eighty (80) hours in their sick bank and takes four (4) days sick leave, would now have forty-eight (48) hours in their bank. Upon return to work, if they complete one hundred and seventy-three (173) hours worked, they will have fifty-three (53) hours back in their sick days bank. After an additional one hundred and seventy-three (173) hours worked, they will have fifty-eight (58) hours, etc).

C-3 Workers Compensation Board

C-3.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

C-3.02 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

LETTER OF AGREEMENT # 1

BETWEEN:

GARDA SECURITY, carrying on business in the Province of Manitoba, hereinafter referred to as "the Company",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

The Parties hereto agree:

In the event that the Company is providing Security Services to a client during a strike or lockout and the situation is such that the client specifically requests that a Company employee not in the bargaining unit be assigned, the Company will advise the Union of this special circumstance. In the interest of retaining client contracts and employee jobs, the Union and the Company will work out a mutually satisfactory temporary agreement. (See Article 1)

1. If there is a serious problem with any client of the Company regarding any provisions of the Access Agreement contained within this Collective Agreement in Article 5.09, the Union and the Company shall meet to arrange for a mutually satisfactory resolution of the matter.
2. To interpret Article 9.03 of the Collective Bargaining Agreement between the parties in regard to the replacement of security officers from another company, and engineers, as follows:
 - a. The Company can be utilized, in a strike or lockout situation, to replace security officers from another security officer company or security officer force not related in any way with Garda Security.
 - b. In the event that the Company is asked to replace security officers from another security officer company or security officer force during a strike or lock-out, the Company agrees to first utilize a non-union company and, if that is not possible, a Union company will then be acceptable.

- c. It can also provide engineers, providing the Company was already on the site providing engineers on a part-time or full-time basis.
- 3. The position of site supervisor will continue to be excluded from the Union's bargaining unit and any new appointees to site supervisor positions will be treated as excluded personnel.
- 4. The Company shall have a maximum of eight (8) security supervisors who shall not be included in the bargaining unit. The security supervisors who currently operate within the Mobile Division will be commonly known as field managers &/or field supervisors.
- 5. Should the Company experience significant growth or acquire/merge with other companies during the life of this agreement, the parties agree to meet and discuss the option of an increase to the number of security supervisors not in the bargaining unit as outlined in point # 5 above.

This agreement shall not be part of the Collective Bargaining Agreement between the above parties but, in good faith, shall be binding on both parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

DATED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE COMPANY:

