

**SRG SECURITY RESOURCES  
GROUP INC.**

FROM: October 1, 2018  
TO: September 30, 2021

# 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 stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# SRG SECURITY RESOURCES GROUP INC.

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**EXPIRY DATE: Sept. 30, 2021**

**AGREEMENT BETWEEN:**

**SRG SECURITY RESOURCES GROUP INC.** 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".

**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 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees of SRG Security Resources Group Inc. employed as security guards, in the Province of Manitoba, save and except SRG Security Resources Group Inc. employees working at the Winnipeg International Airport covered by Certificate No. MLB-6369, Office Staff, Field Managers, the Assistant Manager of Operations, person above that rank and those excluded by the Act.

## **ARTICLE 2            DEFINITIONS**

2.01            **Security Guards**: Uniformed employees of the Company designated as Security Guards, whether full time or part time, temporary and casual, who are assigned to a client work site for purposes of providing guard 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 guard services, including strike duties where required.

2.02            **Site Supervisor**: A Security Guard as defined above, but designated by the Company as a Site Supervisor, whose duties may include the additional responsibilities of on-site training of security guards, and other duties as assigned by the Company from time to time.

2.03            **Masculine or Feminine Gender**: Where the masculine is used, it shall also mean the feminine gender, wherever applicable.

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

2.05            **Client**: The person, corporation, owner, agent, etc., that contracts the Company for Security Guard Services.

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

2.07            **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.

## **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 a membership application 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 membership application.

#### **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 written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order, showing all terminated employees and those who have resigned or quit each month.

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 28<sup>th</sup>.

#### **ARTICLE 5 UNION RIGHTS AND ACTIVITIES**

##### **5.01 Recognition of Stewards**

The Company agrees to recognize a maximum of four (4) Union stewards elected or appointed by the Union to represent the first one hundred (100) employees. The Company further agrees to recognize one (1) additional shop steward



for every additional fifty (50) employees above one hundred (100) employees in the Bargaining Unit upon being notified in writing by the Union of the election or appointment.

5.02 The Company and the Union agree that shop stewards as designated or elected by the Union shall be entitled to represent any Union members working at SRG Security Resources Group Inc.

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 the 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 be granted to employees for purposes of attending Union functions such as conferences, conventions, schools, seminars and negotiations provided always that the Union make written application for the leave of absence at least twenty-one (21) calendar days prior to the leave.

The Company agrees to allow a maximum of two (2) employees time off without pay for the purpose of attending the negotiations for the renewal of the Collective Agreement provided the Union notifies the Company in writing of the names of the employees and the dates and times required for the leave, twenty-one (21) days in advance of the commencement of the leave.

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

Leave of absence, without pay, shall be granted for a period of up to one (1) 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 be retained but will not accrue. The Union agrees to notify the Company of such leave of absence at least sixty (60) calendar days prior to the commencement of such absence.

5.06 **Bargaining Unit Information**

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

In March and September of each calendar year a list of all employees showing their names and Social Insurance Numbers, ranked according to seniority, addresses, telephone numbers, classifications and rate of pay for all bargaining unit employees, and the site the employee works at.

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 between the Company and the client. 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 is entitled to review in his personnel file. The Company shall keep only one personnel file per employee.

5.08 **Union Representative'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 shall be entitled to visit the job sites for the purpose of communicating with the employees in the unit. The Representative shall only have access to those sites and areas, and during those times the general public would normally have access to. In those sites or situations where the general public does not have access, the Company agrees to provide the telephone number where the security guard on duty may be reached or alternatively give access to the Union Representative to the Company's communication network for the purpose of a brief discussion only. The Representative 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 5 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.

**5.09** The Company agrees to have a bulletin board placed in their office to post up Union notices. The Company must approve all notices before they are posted.

## **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 client's 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; lay off; 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 Guard and/or Site 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 fulfil 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 case of urgency, investigation, inspection or instruction.

"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 strike by any employees, or any labour organization, or any bargaining unit, or of a lockout by any Company, which affects the client's property or operations, the employees covered by this agreement will remain on the job performing their assigned security guard functions, including but not limited to,

the protection of property and maintenance of fire watch or security on or at the client's premises, including additional duties as may be necessitated by the strike or lockout even if such duties are directed towards others who were engaged in strike or lockout action.

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

## **ARTICLE 10 PROBATIONARY PERIOD**

- 10.01
- a. A new employee's first ninety (90) calendar days of employment shall be the probationary period during which the employee shall not attain seniority.
  - b. 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.
  - c. When the probationary period expires, the employee's seniority shall then be dated back to the employee's most recent date of hire.

## **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**

**In January and June of every calendar year**, the Company shall post the full seniority list showing the seniority of each employee **at its office**. An employee shall have thirty (30) calendar days after the posting of the seniority list to challenge the seniority list with respect to his seniority. Thereafter, the seniority date of each employee will be deemed to be conclusive.

**The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date (first day worked), seniority date (same as start date), classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave.**

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

11.03 **Site Seniority**

Site seniority of an employee means the length of the employee's continuous service with the Company in this bargaining unit in relation to those other employees assigned to the same specific work site. Site seniority shall apply for the purpose of allocating overtime as per Article 16.06, choice of vacation time, and choice of shift.

11.04 Seniority shall be retained but will not accrue during all paid and unpaid authorized leaves of absences.

11.05 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.

11.06                    **Notice to Union Full Time Position**

The Company agrees to notify the Union monthly, in writing, of any new appointments to full time positions.

11.07                    Granting of vacation leave at a particular site shall be determined by the length of continuous service with the Company for those employees of the same rank.

11.08                    **Promotion and Permanent Transfer of Positions Within the Bargaining Unit**

The Union recognizes that the client may at times dictate which specific security guard they require to work at their site. When this occurs, the Company will request from the client their preference in writing. 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 in written form. Regardless, all jobs will be filled in accordance with Article 11.09 below.

11.09                    Any position vacated by a security guard or site supervisor or any newly acquired position, shall be posted on a bulletin board in the front lobby of **SRG's** offices and will also be distributed by memo to each site for the purpose of advertising all bargaining unit positions and supervisory positions for a period of five (5) days from the date the vacancy occurs. The job postings on the bulletin board shall state the exact details of the position, including the minimum qualifications required, rate of pay, bargaining unit rate or special pay site rate, hours of work, days off, type and name of premises and the closing date for applications.

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 11.08 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 guard doing the replacing of any interim placements.

Any vacancies occurring due to illness, accident, vacations or leave of absence, will be filled in order of seniority from the spare board.

11.10 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, and at the sole discretion of the Company, 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 layoff.

11.11 **Layoffs and Recalls**

- 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 guard be retained at their site.
- b. The Company shall notify employees whose position is to be eliminated due to the loss of work at a specific site or the loss of the entire site at least five (5) working days prior to the effective date of termination of the position. Such employee will be entitled to bump junior employees at other sites in order to maintain employment. The Company will meet with the affected employee and their Union representative as quickly as possible after notification in order to allow the employee to review options and make an informed decision where they wish to bump into. The parties will attempt to place the security guard into an alternate site where said guard will not lose any days of pay, but in no event, will the placement, or bumping take more than five (5) working days (no more than five (5) unpaid days). If an employee is not slotted into their new position within said five (5) working days, the



Company will provide payment in lieu of work. During the up to five (5) days waiting period, the employee will be entitled to be on top of the spare board list if they so desire.

- 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 of 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. In circumstances where the client requires immediate permanent filling of vacancies, the Company will notify the Union for reasons of same.
- g. 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.

11.12

### **Scheduling Part-time/ Casual Work**

Temporary work, or shifts or extra hours that become available shall first be offered to employees who have not been scheduled full-time 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.

## **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 full-time employee is an employee who is scheduled to work not less than thirty-seven and one half (37.5) hours per week.

12.03            A part-time employee is an employee who is scheduled to work less than thirty- seven and one half (37.5) hours per week.

### 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 bi-weekly 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 Union and the Employer shall meet annually to review averaged work schedules.
  
- 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.

- 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.
  - b. In the event that the duration of the service is to exceed seventy-two (72) hours, the Company will consult 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 on the implementation of such schedule. The Union agrees not to unreasonably withhold such request.

### **ARTICLE 13      MOVING GUARDS**

13.01                    The Union recognizes that the client has the ultimate authority to decide which guard they shall employ on their specific site and therefore exceptions may be made under Article 11, only when the Company provides the Union the specific written reasons received from the client when they request for the removal of a security guard or have denied a security guard to transfer or bump into the client's site.

13.02                    In circumstances where the client has made a request for a change in specific personnel at his site which results in layoff or transfer of certain employees then such request shall be complied with. The affected employee will be re-assigned to another site consistent with Section 11.11.

13.03                    Wherever the Company moves security guards (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 11.09. The provisions mentioned in this article shall not apply and there shall be no transitional pay provision if the removal of the security guard 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. SRG management will attempt to negotiate with each client an arrangement which would allow the security guards 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 guard site to be vacant during meal and rest periods. If the client is unwilling to negotiate terms as per above, only then will the guard be required to take his meal and/or rest periods at his work station at times as determined by the guard.

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.

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 three (3) 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.

15.07 If an employee is unable to take a meal or rest period at any time during their shift, than upon verification, the Company agrees to compensate the employee as follows:

For one fifteen (15) minute rest period not taken, an additional fifteen (15) minutes with pay;

For two fifteen (15) minute rest periods not taken, an additional forty-five (45) minutes with pay;

For one thirty (30) minute meal period not taken, an additional forty-five (45) minutes 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 (1.5) for all hours beyond the regularly scheduled day or week unless otherwise provided for by an averaged work schedule.

16.02 An employee who is required to and does work on a statutory holiday shall be paid at one and one-half (1.5) times his regular rate of pay for all hours worked on the statutory holiday and in addition, he shall be paid his regular pay for the statutory holiday if he qualifies in accordance with the requirements specified in 29.02 for all employees.

16.03 When an employee, after returning to his residence, is recalled to work after completing an eight (8) hour shift, all-time worked shall be paid at one and one half his or her regular rate of pay, providing the employee has not volunteered to work the overtime in advance.

16.04 No Compensating Time Off - Compensating time off shall not be given in lieu of overtime pay.

16.05                    **Reporting Pay**

Unless the guard has been notified beforehand or if the Company has made a reasonable attempt to notify the employee not to report to work, an employee reporting for work at his scheduled starting time shall be paid for his entire shift (maximum eight (8) hours). Guards working at temporary sites who report for work will receive a minimum of four (4) hours.

16.06                    **Meal Period with Pay**

Any security guard required to work overtime beyond his scheduled hours of work in any one day and who works a minimum of three (3) hours overtime, shall, in addition to the required hourly rate of pay be given a meal allowance of twelve (\$12.00) dollars, for the said circumstances.

16.07                    **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 guards that have received training on any specific site to work the required overtime. If no security guard that has been trained on a site is available, then the most junior guard currently assigned to said site will be required to work said overtime. If a Security Guard has indicated that they cannot remain on site and work the overtime, the Employer will endeavour to find a replacement as soon as possible.

16.08                    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.

16.09                    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 **e-mailed to each employee** two weeks in advance for a four-week period.

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

17.02 The Company will provide a minimum of five (5) days notice prior to the implementation of any major change to the work schedule. If the client has provided less than five (5) days notice to the Company, the Company will advise the Union of the change of schedule within forty eight (48) hours of receiving notice from the client.

## **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. If the employee is assigned to a work site where all the work shifts are supervised, he must "book on" before commencing his shift and "book off" at the end of his shift by reporting to the supervisor. The shift supervisor will record all hours worked.
- b. If the employee is the only employee assigned to a work site, he must "book on" the site by calling the Company Central Dispatch at least 10 minutes before the commencement of his shift and "book off" the site by calling the Company Central Dispatch when completing his shift. "Book on" and "Book off" times must also be recorded on a Security Report which the employee is responsible for maintaining throughout his shift.

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

- 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 not to make any deductions from the employee's pay cheque 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.

18.03 The Company is committed to early resolution of payroll disputes. In the event that an employee believes a discrepancy has occurred on his/her pay, they must complete a Payroll Discrepancy Form detailing all applicable information and attach a copy of the pay stub relevant to the discrepancy if the employee has access to their pay stub. The employee will submit a copy to the Company for review, and retain a copy for their records. The matter will be investigated within two (2) business days of the form being submitted, and the employee will be advised of the results. If an error has occurred and an employee was not paid correctly in the amount of twenty (\$20.00) dollars or more, the Company will correct the error by issuing a cheque or cash to the employee, within three (3) business days or on the next pay day if the employee chooses.

18.04 The Company agrees to pay each employee through a direct bank deposit in the branch of the employee's own choice, on a bi-weekly basis. **The Company shall provide pay stubs to each employee via e-post. Should an employee be unable to access e-post then said employee shall be allowed to attend the Company's office to have a pay stub printed.**

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 guard to discuss performance related discipline. The Company, whenever possible, agrees to hold these performance related discipline meetings during the employee's working hours.



**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 three (3) hours or more, shall receive a minimum of one (\$1.00) dollar 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 HAZARD PAY**

**21.01** Any security guard required to be on duty at a psychiatric isolation ward or any security guard required to guard a psychiatric patient in any location shall be paid an additional one dollar and sixty-five (\$1.65) cents per hour for all hours worked performing said function.

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

**21.03** The Company agrees to pay an additional one dollar (\$1.00) per hour as hazard pay to security guards assigned to work at shopping centres deemed by the Company and the Union to be of high crime risk (any site receiving one dollar (\$1.00) or more per hour above the rates identified in Appendix A-1 would not be entitled to this hazard pay premium). The Company and the Union will discuss which sites should be deemed high crime risk locations and if mutual agreement cannot be reached the matter may be referred to arbitration under the terms of this collective agreement.

**ARTICLE 22 COURT APPEARANCE / INVESTIGATIONS**

**22.01** Security guards 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.

22.02 Security guards required to attend at police stations, the Company office, MPIC, 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 23      VEHICLE USE**

23.01 When the Company requires a security guard to use their own vehicle to perform patrols or other duties required by the Company or if the security guard is required to drive to worksites (greater than thirty (30) kilometers outside of the perimeter highway-Winnipeg only), said employee shall receive forty-five (45¢) cents for each kilometre 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.

23.02 Any vehicles provided to the mobile officers and or security guards shall be in good condition, properly maintained and serviced, as specified by the manufacturer, in a safe driving condition, for all security guards required to utilize such vehicle in the discharge of their duties and/or responsibilities.

23.03 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, etc. incurred during the necessary execution of his duties.

### **23.04                      Parking**

The security guards 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.

23.05 When an employee uses their own vehicle for shelter while on the job between November 1<sup>st</sup> and March 31<sup>st</sup> only, said employee shall be paid three (\$3.00) dollars per hour to compensate him or her for the fuel he/she uses.

In the event of below average temperatures on any given day in the months of October and April, the Company agrees to reinstate said premiums for said day(s).

**ARTICLE 24            TRANSFER - TRAVEL - REPORTING TO MAIN OFFICE**

**24.01                    Transfer Out of Town**

No security guard shall be transferred outside their city or town without their approval. Any security guards 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.

**24.02                    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.

**24.03                    Travel to Other Sites and Reporting to Main Office**

When a security guard 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 guard shall be paid to 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 25            SECURITY GUARD'S LICENCE ACT**

**25.01**                    The Company will assist employees with licensing requirements under the Security Guards Licence Act. Each employee will be required to obtain and pay for Criminal Records Check out of their own funds, in order to maintain proper licensing.

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.

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. This will apply to employees with three (3) years of service for renewals of their criminal record checks.

## **ARTICLE 26            EQUIPMENT**

26.01            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 guards at the start of their duties and responsibilities. A security guard shall sign for said equipment at the beginning of the shift and shall sign off at the end of each shift. All security guards will treat Company and client equipment with as much care as reasonably possible. The only time the security guard 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 wilfully damaged or lost Company or client property.

### 26.02            **Safety Shoes**

The Company agrees, on sites where it is required to provide a pair of safety shoes prior to the guard's assignment to a site requiring same. Safety shoes will be purchased by the employee and, upon presentation of a receipt, the employee will be reimbursed by the Company up to a maximum of **one hundred and thirty (\$130.00)** dollars per year.

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

## **ARTICLE 27            UNIFORMS**

27.01            The Company will provide at no cost to the employee, the following articles and the appropriate male or female styling that will form the basic Company uniform:

- \*One (1) Patrol (or a spring jacket if required);
- Two (2) pairs of pant
- Three (3) shirts for full-time employees
- Two (2) shirts for part-time employees
- One (1) tie
- One (1) toque (for those required to work outside)

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 guard prior to the guard performing his or her first shift.

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

Footwear, Socks, Leather Dress Belt.

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

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

Head wear, parka, rain gear, slash vests, other site specific uniform articles.

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.

The Union and the Company will meet to discuss which additional uniform or equipment articles are required by site.

27.04 **Company Identification**

All articles of Company identification such as crest, badges, nameplates, uniforms as described in 28.01 shall remain the property of the Company and shall be returned by the employee upon termination of employment. Replacement costs of such articles not returned shall be deducted from the employee's final pay cheque. The Company has the right to pursue legal action to recover all non-returned articles of uniforms and equipment provided to the guard by the Company and the guards may be liable to meet all associated legal costs of such pursuit.

27.05 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.

27.06 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.

27.07 The Company agrees to pay each employee an additional five (5¢) cents per hour for maintenance and care of uniforms. The Company agrees to pay for the dry cleaning costs of winter parkas at least once per calendar year.

27.08 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.

27.09 **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.

**ARTICLE 28 STATUTORY HOLIDAYS**

28.01 (a) The following days shall be considered holidays. If an employee works on said holiday, he shall be paid as per Article 16.02:

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

(b) Remembrance Day is not a statutory holiday. Only employees who work on Remembrance Day will be paid for all hours worked as per the Remembrance Day Act.

28.02 The Formula used to determine what all employees shall be paid for a Statutory Holiday shall be the greater of:

- a) Pay for the shift the employee would have worked if the day were not a holiday; or
- b) Five (5%) percent of his/her earnings in the four (4) weeks immediately preceding the Statutory Holiday.

**28.03** If a statutory holiday occurs during an employee's vacation or scheduled day off, he 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.

**28.04** In the event that a security guard 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 guard, had that not been the case, would have normally worked on that day, the Company shall offer work in another location equivalent to the employee would have worked if such work is available.

**28.05** 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 (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.

**28.06** The Company will make every effort to give senior employees either Christmas or New Year's Day off provided the employee makes a written request for the time off giving a minimum of forty-five (45) calendar days advance notice and the Company shall respond within ten (10) calendar days of the request.

## **ARTICLE 29      VACATION WITH PAY**

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

**29.02** Any full-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.03** Any full-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.04** Any full-time employee who, on April 30<sup>th</sup> of each year has less than eight (8) 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 30<sup>th</sup>.

**29.05** Any full-time employee who, on April 30<sup>th</sup> of each year has less than sixteen (16) years of continuous service but more than eight (8) 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 30<sup>th</sup>.

**29.06** Any full-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.07** The vacation period is intended to be from May 1<sup>st</sup> to October 31<sup>st</sup> 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.

**29.08** **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.

**29.09** **Vacation Entitlement Lists**

The Company agrees to post a list of employees' number of weeks entitlement by February 1<sup>st</sup> of each year to enable employees to write in their preferred vacation time. They must do so by March 1<sup>st</sup> of each year or forty-five (45) days in advance of the time requested. The Company shall then post a finalized vacation schedule by April 1<sup>st</sup> which cannot be changed by the Company except at the request of the employee or by the Company in the event of emergency situations subject to Article 30.10. In the case of employees at a particular site selecting the same vacation periods, Company seniority shall prevail and management, after discussion with the employees concerned, shall reassign another vacation time to the junior employee. Where an employee fails to indicate his preference within the specified time frames, the Company shall have the right to schedule said employee's vacation if a mutually agreed upon time cannot be reached.

**29.10** 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.



**29.11** Any part-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.12** Any part-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.13** Any part-time employee who, on April 30<sup>th</sup> of each year has less than eight (8) 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 30<sup>th</sup>.

**29.14** Any part-time employee who, on April 30<sup>th</sup> of each year has less than sixteen (16) years but more than eight (8) 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 30<sup>th</sup>.

**29.15** Any part-time employee who, on April 30<sup>th</sup> 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 30<sup>th</sup>.

**29.16** **Part-Time Employees' Vacation Pay During May of Each Year**

Part-time employees' vacation pay shall be paid by direct deposit to a financial institution of the employee's choice by the 31<sup>st</sup> day of May of each year.

**29.17** **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 employee's schedule of vacation entitlement.

**29.18** **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.

**29.19**                    **Payment in Advance**

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

**29.20**                    **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.

**29.21**                    **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. To enact this provision the employee may be required to provide a doctor's note confirming such confinement.

**ARTICLE 30**            **LEAVE OF ABSENCE**

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

**30.02**                    (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)**.

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 31.02 (B) above is not made in accordance with 31.02 (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.

30.03

**Paternity Leave**

Each male employee shall be granted a two (2) day paternity leave of absence with pay which shall be taken within seven (7) calendar days following the birth of his child. Said male employee shall also be entitled up to an additional seven (7) calendar days off without pay if he so desires. Paternity leave shall be in addition to any parental leave the employee may be entitled to.

**30.04                      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.

**30.05**                      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.

**30.06                      Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed **twenty-eight (28)** weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 31.07 of this collective agreement.

**30.07                      Bereavement Leave**

- (a) An employee shall be granted a leave of absence without loss of pay up to four (4) consecutive days, if the employee was scheduled to work in the event of the death of his spouse, of the same or opposite sex (including common law spouse), child (including step-children and adopted children), parent, grandchild, brother, sister, guardian (including step-parents and the latest foster parents), and up to an additional five (5) days of unpaid leave as may be necessary.

In the event an employee is required to travel more than two hundred (200) kilometres outside of Winnipeg to attend a funeral, they shall be granted up to an additional two (2) days off without pay.

- (b) An employee shall be granted a leave of absence without loss of pay of up to three (3) consecutive days, if the employee was scheduled to work, in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, great grandparents and

grandparents not referred to above, and up to an additional five (5) days of unpaid leave as may be necessary.

- (c) An employee shall be granted a leave of absence without loss of pay of up to one (1) day, if the employee was scheduled to work, in the event of the death of an aunt, uncle or first cousin, and up to an additional five (5) days of unpaid leave as may be necessary.
- (d) The Company reserves the right to validate employee's request. Calculation of bereavement leave shall commence with the day of death.

**30.08**                    **Jury Duty**

An employee who is required by law to serve as juror/**jury selection process** or subpoenaed witness in any Court of Law 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.

**30.09**                    **Other Leaves of Absence**

Upon request the Company may 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, but shall not accrue.

**30.10**                    **Return to Work**

- a. Other than for 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.

**30.11                      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. The five (5) 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 ailing spouse, parent, or child.

**30.12                      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.

**30.13                      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 Illness of a Child Leave, Disappearance or Death of a 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/](http://www.gov.mb.ca/labour/standards/).

**ARTICLE 31              WAGES**

**31.01                      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 form 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. In this agreement the rates of pay provided in Appendix A are based on a combination of employee's specific job level qualifications, length of service and performance on the job.**

**31.02                      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.**

31.03 If a new classification is created 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. 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.

31.04 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.

31.05 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.

31.06 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 11.09 of this Agreement.

31.07 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 32 HEALTH AND SAFETY**

- 32.01
- a. The Company and the Union recognize the necessity to maintain a healthy work place 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.
  - b. Therefore the Company and the Union agree to establish a joint Workplace Safety and Health Committee. The committee shall be comprised of two (2) employees to represent the first one hundred (100) employees, as chosen by the Union and up to an equal number of members chosen by the Company. One additional representative as chosen by the Union and one (1) additional representative as chosen by the Company will be added to the



Workplace Safety and Health Committee when the total number of Bargaining Unit employees exceeds two hundred (200).

The Union and the Company agree to arrange **quarterly** meetings at a mutually convenient time and place. **Minutes of each meeting shall be taken and a copy shall be e-mailed to the Union within seven (7) business days.** 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.

- c. The Company shall comply with applicable Federal, Provincial and Municipal health and safety regulations.
- d. Minutes of all health and safety meetings will be distributed to all sites for the review by all members.

32.02

- a. No security guard 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 a Workplace Health and Safety Inspector attends the site to give a determination. Where it has been determined 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 guards 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 guard of the possible danger and shall give the security guard information, equipment and/or training regarding same.

**32.03                      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.

**32.04**                      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.

**32.05**                      The Committee shall conduct a yearly review of Company health and safety training programs which includes instructors and materials used. The review shall be completed no later than February 28th of each year. The Company shall also annually review with the Union the list of Safety equipment assigned to each site.

**ARTICLE 33                      SECURITY GUARDS' SAFETY WHILE ON DUTY**

**33.01                      Travel to Work**

The Company agrees to provide transportation where a security guard is required to start or terminate their shift between 0001 hours and 0600 hours, if they have no other mode of transportation available. The guard 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 guard will not be required to wait longer than fifteen (15) minutes past their quitting time to receive a ride. If a guard is required to wait longer than fifteen (15) 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 (if however, a mobile driver is called to an emergency, a guard may be required to wait longer than fifteen (15) minutes).

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.

The Union and the Company agree that employees will make every effort not to abuse this Article.

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

#### **ARTICLE 34 REPRIMANDS / DISCIPLINARY ACTION**

34.01 In order for a disciplinary action or discharge to be valid, a Union Representative must be present at any meeting with the Company and employee in question where discipline or discharge is being considered. A Union Representative or designate will be available to attend meetings at the SRG Security Resources Group Inc. offices within forty-eight (48) hours of notification. The Company will contact the Union Representative in order to set a meeting time and place for meeting 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.

The Company agrees not to deduct wages from an employee for any reason including lateness, without first holding a meeting as outlined above to afford the employee and the Union the opportunity to discuss and resolve the matter with the Company.

34.02 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.

34.03 An employee who has his security guard licence revoked by the Provincial Justice Department for any reason shall have his employment terminated immediately. The Company will disclose any available information related to the matter to the Union with the prior approval of the employee and the Union reserves the right to pursue any other legal avenues of redress.

If the Provincial Justice Department rules that the individual once again meets the Provincial requirements for licensing, and if not more than six (6) months have elapsed since the license was revoked, the Company shall re-hire the employee without loss of any seniority.

**ARTICLE 35            GRIEVANCE PROCEDURE / ARBITRATION**

35.01            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.

35.02            **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.

35.03            **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.

- 35.04            a.    Should a complaint arise, the employee(s) involved and/or the Shop Steward or the Union representative shall first discuss the complaint with the Management representative. There shall be no grievance until the Management representative who is outside of the bargaining unit has had an opportunity to discuss the matter with the employee(s). The said Management representative 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 procedures outlined in this article.

35.05            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.

35.06            All grievances shall be submitted in writing.

35.07 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 Management representative, setting out the grievance, the section(s) of the agreement alleged to have been violated, and the remedy or correction sought. The Management representative shall respond to the grievance, in writing, within seven (7) working days of receipt of the grievance.

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

35.08 **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.

35.09 **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 Chairman 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.

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

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

## **ARTICLE 36      LIE DETECTOR TESTS / DRUG TESTING**

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

36.02 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.

**ARTICLE 37 TRAINING**

**37.01 Site Training**

The training on site shall also be considered as time worked and paid in accordance with the site training rate in this Collective Agreement.

The Company agrees, when security guards are asked to work in psychiatric institutions or other similar institutions, to train the guards 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 by a person competent to provide training for the site. **Any additional training required by the client and/or the Company shall have its cost covered by the Company. Furthermore, any hours spent training shall be paid at the provincial minimum wage rate and not be counted as hours worked for the purpose of overtime calculation.**

**37.02 Mandatory Additional Training and Education**

Where the Company requires mandatory new training in addition to the above, the Company agrees to pay for the cost of taking this training, providing that the employee receives a passing grade and remains in the employ of the Company for a period of 90 days beyond the completion of the training program.

In the event that provincial legislation requires a mandatory provincial training course for security guards, the Union agrees to utilize its training centre to facilitate the implementation of this new mandatory training course, after it meets with the Company to reach a mutual agreement on this matter, and the Union agrees to endeavour to obtain funding to defray the Company's cost for such training.

**ARTICLE 38 HEALTH AND WELFARE BENEFITS**

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

**ARTICLE 39            EDUCATION AND TRAINING TRUST FUND**

**39.01**            The Company shall contribute five hundred (\$500.00) dollars per calendar year to the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund. This payment shall be made during the month of January of every calendar year.

**39.02**            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 40            LABOUR/MANAGEMENT RELATIONS**

**40.01**            The parties acknowledge the mutual benefits to be derived from joint consultation.

**40.02**            Joint consultation meetings will be held when required, at the request of either party.

**40.03**            Joint consultation meeting will have no authority to amend or alter the Collective Agreement or deal with grievances.

**ARTICLE 41            HARASSMENT ABUSE POLICY**

**41.01**            The Employer, 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.

**41.02**            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.



41.03 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.

41.04 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.

41.05 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 Employer and the Union. The Employer 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.

41.06 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.

41.07 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.

41.08 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.

41.09 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 individual as a result of his or her having made a complaint or having provided evidence regarding a complaint.

**ARTICLE 42 EXPIRATION AND RENEWAL**

42.01 This Agreement shall be in effect from **October 1, 2018** and shall remain in force until September 30, **2021** and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

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

**SIGNED THIS DAY OF , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**APPENDIX A**

**WAGES**

**A-1 Wages**

	<b>Current</b>	<b>October 1/19</b>	<b>October 1/20</b>
Security Officer – Regular Sites	\$12.50	<b>\$12.65</b>	<b>\$12.85</b>
Site/Shift Supervisor	\$13.75	<b>\$13.90</b>	<b>\$14.10</b>

**At no time will the Company pay any less than the Security Guard Minimum Wage as established by the Provincial Government.**

**A-2 Seniority Premiums**

After two (2) years of service <b>as of September 30, 2018. Not applicable to employees reaching two (2) years of seniority after that date.</b>	an additional twenty-five (\$0.25) cents per hour
After five (5) years of service:	an additional twenty-five (\$0.25) cents per hour
After ten (10) years of service:	an additional twenty-five (\$0.25) cents per hour

**A-3 Special Pay Sites**

A-3.01 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.

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 Lump Sum Payment**

**All employees employed as of the date of ratification and who have completed their probationary period shall receive a lump sum payment in the amount of:**

<b>Full-time employees</b>	<b>\$125.00</b>
<b>Part-time employees</b>	<b>\$50.00</b>

**This payment shall be made within thirty (30) days of ratification and be taxed separately from the employees' regular earnings.**

## APPENDIX B

### SPECIAL PAY SITES WAGE SCHEDULE

- B-1** A special pay site is defined as a site where:
- a. Pay rates are not less than those specified in the regular pay sites.
  - b. Pay rates have been established by the client and therefore may vary from site to site.
  - c. 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 (15<sup>th</sup>) day of every month. The Union agrees to maintain in strictest confidence the information contained in these lists, except in regard to security guards working at these sites and/or under Article 36 Grievance and Arbitration.

## **APPENDIX C**

### **HEALTH AND WELFARE BENEFITS**

#### **C-1 Group Insurance Benefits**

Effective sixty (60) calendar days from ratification date, the Company shall provide to its eligible employees a comprehensive group insurance benefits plan to be administered in accordance with the rules and regulations of the plan (Benecaid) which are more fully described in the plan benefit literature.

Employees must work a minimum average of twenty (20) hours weekly in order to be eligible to receive for benefits.

Benefit premiums shall be shared between the Company and the employees at a 50/50 ratio and such benefit premiums shall be paid by employees on a bi-weekly basis via payroll deductions.

All eligible employees must participate in the group insurance benefits plan.

#### **C-2 Dental Plan**

Effective sixty (60) calendar days from ratification date, all eligible employees as defined in Appendix C-1 shall make contributions to the Manitoba Food & Commercial Workers Dental Plan in the amount of thirty-four (34¢) per hour for all regular hours paid, sick pay and vacations (up to a maximum of forty (40) regular hours per week).

Such contributions shall be paid by employees on a bi-weekly basis via payroll deductions and forwarded to the Trust by the Company.

All eligible employees must participate in the Manitoba Food & Commercial Workers Dental Plan.

#### **C-3 Sick Days**

Every employee who has completed two (2) years of seniority, shall accumulate sick days with pay at the rate of four (4) hours per one hundred and seventy-three (173) hours worked up to a maximum of forty (40) hours.

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 of greater than three (3) working days. The Company may also require a medical certificate for shorter absences in the case of repeat or patterned absences. The employee must provide the Company a minimum of four (4) hours' notice when calling in sick except in the event of unforeseen medical emergencies.

When an employee utilizes a sick day or days, their maximum number of days indicated above shall be reinstated based on the four (4) hour per one hundred and seventy-three (173) hours worked accumulation (ie: an employee who has forty (40) hours in their sick bank and takes four (4) days sick leave, would now have eight (8) hours in their bank. Upon return to work, if they complete one hundred and seventy-three (173) hours worked, they will have twelve (12) hours back in their sick day's bank. After an additional one hundred and seventy-three (173) hours worked, they will have sixteen (16) hours, etc. (based on an eight hour per sick day pay out)

#### **C-4 Workers Compensation Board**

- C-4.01 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-4.02 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.

## EXHIBIT ONE

**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832, and SRG Security Resources Group Inc.** contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer 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.”

**The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles “Union Security” and “Union Dues” of the Collective Agreement.**

Please complete a Membership Application immediately(sample below) and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G OV5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.	I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE		
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)		
COMPANY NAME	TITLE NO./LOCATION			DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby declare that I am applying for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be for-						
I hereby declare that I am applying for membership in the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and						
handling of grievances and other matters relating to my employment through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has						
privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal						
information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW						
Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.