

**G4S SECURE SOLUTIONS (CANADA)**

FROM: OCTOBER 1, 2020

TO: SEPTEMBER 30, 2023

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



# G4S SECURE SOLUTIONS (CANADA) LTD.

## INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	5.07	6
Adoption Leave	28.04	27
Arbitration	33.09	33
Averaged Work Schedule	12.04	14
Bargaining Unit Information	5.06	5
Bargaining Unit Work to be Performed Exclusively By Bargaining Unit Employees	8	8
Bereavement Leave	28.06	27
Boot Allowance	Appendix C-2	45
Boxing Day / Civic Holiday	Ltr.	49
Call-in Pay	14	15
Child Birth Leave	28.03	26
Citizenship Leave	28.12	28
Client, Definition of	2.07	3
Company Identification	25.03	21
Contracting Out	7	8
Court Appearance / Investigations	20	18
Definitions	2	2
Employees' Record of Time Worked and Pay Day	18	17
Equipment	24	20
Exhibit One	Form	48
Expiration and Renewal	40	38
Family Responsibility Leave	28.09	28
Full-Time Union Duties Leave of Absence	5.05	5
General Orientation	5.08	6
Grievance Procedure / Arbitration	33	32
Harassment Abuse Policy	39	37
Health and Safety	30	29
Health and Welfare Benefits	37	35
Health and Welfare Benefits	Appendix D	46
Hours of Work	12	13
Information Regarding Grievances	33.02	32
Jury Duty	28.07	27
Labour / Management Relations	38	37
Lay-offs and Recalls	11.07	12
Leave of Absence – Other	28.11	28
Leave of Absence	28	24
Lie Detector Tests / Drug Testing	34	34
Management Rights	6	7

Masculine or Feminine Gender, Definition of	2.05	2
Maternity Leave	28.02 (A)	25
Meal and Rest Periods	15	15
Military/Reserve Duty	28.10	28
Minimum Call-in	14.02	15
Mobile Security Guards, Definition of	2.02	2
Moving Guards	13	14
Nature of the Bargaining Unit	1	1
No Compensating Time Off	16.02	16
Notice to Union Full-time Positions	11.04	11
Overtime Voluntary	16.04	16
Overtime	16	16
Parental Leave	28.02 (B)	25
Parking	21.03	19
Payment for Meeting Attendance	19	18
Plural and Singular, Definition of	2.06	2
Posting of Work Schedule	17	17
Probationary Period	10	9
Promotion and Permanent Transfer of Positions		
Within the Bargaining Unit	11.05	11
Promotion, Definition of	2.08	3
Recognition of Stewards	5.01	4
Regular Pay Sites	Appendix A	40
Reporting Obligations	30.03	30
Reporting Pay	16.03	16
Reprimands / Disciplinary Action	32	31
Return to Work	28.08	27
Scheduling Part-time	11.08	13
Security Guards, Definition of	2.01	2
Security Officer's License Act	23	20
Security Officer's Safety While on Duty	31	31
Seniority List	11.01 (b)	9
Seniority	11	9
Shift Supervisor, Definition of	2.03	2
Sick Days	Appendix D-1	46
Site Supervisor, Definition of	2.04	2
Special Pay Sites / Client Dictated Sites	Appendix B	41
Statutory Holidays	26	22
Statutory Holidays	Appendix C-4	45
Steward Functions	5.03	4
Strikes and Lockouts	9	8
Training	35	34
Transfer – Travel – Reporting to Main Office	22	19
Travel to Other Sites and Reporting to Main Office	22.01	19
Uniforms	25	21
Uniforms	Appendix C-3	45

Union Dues	4	4
Union Functions Leave of Absence	5.04	5
Union Representative's/Shop Steward Visits	5.09	6
Union Rights and Activities	5	4
Union Security	3	3
Vacation Consecutive	27.09	24
Vacation Entitlement Lists	27.10	24
Vacation Pay on Termination	27.12	24
Vacation with Pay	27	23
Vehicle Use	21	19
Wages, Referral	29	29
Winnipeg Parking Authority Officer Wages	Appendix C	42
Workers Compensation Board	Appendix D-2	46

**EXP. DATE: SEPTEMBER 30, 2023**

AGREEMENT BETWEEN:

**G4S SECURE SOLUTIONS (CANADA) LTD.**, 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 All employees in the security services division of G4S Secure Solutions (Canada) Ltd., in the Province of Manitoba, save and except office staff, armoured car personnel and those employees classified as Supervisors, Mobile personnel, Managers, and those above the rank of Manager, and those excluded by the Act.

1.02 All employees of G4S Secure Solutions (Canada) Ltd. in the City of Winnipeg employed as Parking By-Law Officers and Dispatchers save and except Managers, those above the rank of Manager 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, part-time or temporary, 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 guards services, including strike duties where required.

2.02                    **Mobile Security Guards:**

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

2.03                    **Shift Supervisor:**

A security guard as defined above, but designated by the Company as a shift supervisor, which may include the additional responsibilities of the ability to make recommendations to hire, on-site training of security guards, on-site discipline up to and including recommendation for termination of security guards, and other duties as assigned by the Company from time to time.

2.04                    **Site Supervisor:**

A security guard as defined in 2.01, with the additional duties of being the client liaison, scheduling of guards on the site, ability to make recommendations to hire and discipline up to and including recommendation for termination of security guards, dealing with emergencies on the site, reporting all accidents, injuries and other health and safety issues to the workplace health and safety committee.

2.05                    **Masculine or Feminine Gender:**

Where the masculine is used, it shall also mean the feminine gender, wherever applicable.

2.06                    **Plural and Singular:**

Where the plural is used, it shall also mean the singular, wherever applicable.

2.07

**Client:**

The person, corporation, owner, agent, etc., that contracts the Company for security guard services. The Company will identify who is considered to be the client contact in the site standing orders.

2.08

**Promotion:**

A promotion shall mean the transfer of an employee to a position of a higher rate of pay and/or level of responsibility.

**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.

All Security Guard, Parking By-Law Officers and Dispatch employees outlined in article 1.01 **and 1.02** are members of the union unless mutually agreed upon between the Union and the Company, based on client contract requirements.

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

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

3.02

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

## **ARTICLE 4            UNION DUES**

4.01            The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in deducting for Union dues, initiation fees and assessments.

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

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

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

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

### **5.01            Recognition of Stewards**

The Company agrees to recognize the maximum of three (3) shop stewards for every hundred (100) employees (but not parts thereof), provided they have passed probation, elected or appointed by the Union from employees from the bargaining unit upon being notified in writing by the Union of the election.

5.02            The Company and the Union agree that shop stewards as appointed or elected by the Union shall be entitled to represent any Union members working at G4S Secure Solutions (Canada) Ltd. Shop stewards will not be assigned to deal with disciplinary issues by the Company.

### **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. The carrying out of said functions shall be done during the shop steward's rest or meal period and always providing it does not interfere with the performance of their employment duties to the client or Company. Under no circumstances shall a shop steward leave the site to carry out these functions.

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

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

5.04                    **Union Functions Leave of Absence**

Leave of absence without pay, may, subject to operational requirements, be granted to employees for the purposes of attending union functions such as conferences, conventions, schools, seminars, negotiations, provided always that the Union makes written application for the leave of absence at least twenty-one (21) calendar days prior to said functions.

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

The Company agrees to allow a maximum of two (2) employees (maximum of one (1) per site) time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement provided that the Union notified the Company of the names of the employees and the dates and time off required sufficiently far in advance so as not to cause the Company to incur additional costs of overtime or scheduling premiums.

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

Leave of absence, without pay, may be granted for a period of up to one year to an employee who was hired by the Union on a full-time basis. Such leave of absence shall, upon request, be renewed from year to year, to a maximum of two (2) years. During such a period of absence, seniority shall 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**

**Upon written request, to a maximum of once per month the Company shall provide the Union electronically with all necessary information relating to the following matters, for employees in the bargaining unit:**

- (a) **Three Monthly Lists consisting of:**
- **Termination List: (consisting of employee name, date of termination or resignation.)**
  - **Seniority List: (consisting of employees names, addresses, S.I.N.'s phone #'s, seniority dates **email addresses.**)**
  - **Leave of Absences: (consisting of name, date absence began, type of absence and date of return to work when known.)**
- (b) **A list every three (3) months consisting of permanent sites that employees are working 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, such as, but not limited to, harassment investigation documents. Where this is the case the Company will make the documents available to the Union representative upon employee written and signed request. The employee's reply to any document within the personnel file shall also be placed in the personnel file. Upon written request, the Company shall, within a reasonable period of time, provide the employee with an exact copy of any document that he/she is entitled to review in his personnel file. The Company shall keep only one personnel file per employee at the Company's main office.

5.08 **General Orientation**

The Company agrees to provide new employees with an information kit to be provided by the Union. This information kit will be provided to the employee on the date that the employee fills out the Company hiring kit.

5.09 **Union Representative's/Shop Steward's Visits**

- (a) The Company and the Union recognize that the Company does not own or control the work sites of its clients. Pursuant to the provisions of The Labour Relations Act, duly authorized full-time Union representatives/shop stewards shall be entitled to visit the job sites of the purpose of communicating with the employees in the unit. This includes any security offices provided by the client for the use of G4S Security Services (Canada) Ltd. employees. The Union

representative/shop steward shall not, under any circumstances, have access to unauthorized or private areas of the work site.

- (b) The communication with the employees in the unit shall be held at such times as will not interfere with the employee's duties to the Company or client. Wherever possible, such interviews shall be held during a meal or rest break; however, if this is not practical, during regular working hours, the time taken for such interviews shall not exceed twenty (20) minutes unless prior approval of the Company has been obtained.
- (c) Upon written request by the union in advance the Company will request permission from the client. No site visits are permitted unless prior written authorization from the Company/client.
- (d) The Union agrees that in any matter affecting the health and safety of an employee, or other matters involving the Company's client, that the matter shall first be raised and discussed with the Company representative designated to handle labour relations matters.

5.10 The Company agrees to have a bulletin board, to be provided by the union, placed in their office in a prominent location to post up Union notices. The Company must approve all notices before they are posted, however such approval shall not be unreasonably withheld.

## **ARTICLE 6            MANAGEMENT RIGHTS**

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

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

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

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



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

9.05 Should there be any criminal charges filed on an guard as a result of the guard performing any lawful work related to their strike duties according to the standing orders, the Company will agree to cover any legal cost associated with the criminal charges. The employee will continue to be on a paid leave of absence while the charges are being dealt with. In the event that the employee deviates from the standing orders, this clause shall not apply.

## **ARTICLE 10 PROBATIONARY PERIOD**

- 10.01 (a) An employee's first **four hundred and twenty (420) hours worked or the first six (6) months whichever is achieved first** 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, with the exception of human rights, harassment and health and safety issues.
- (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**
- On January 15th and June 15th of every year, the Company shall post the full seniority list at its Company office showing the seniority of each employee and shall electronically submit a copy of the list in Excel format to the Union. An employee shall have thirty (30) calendar days after the posting of the seniority list to challenge the seniority.

11.02 When the Company acquires a contract to provide security services at a specific work site and hires a security **guard who is the member of UFCW Local 832** already employed on the work site, such **guard** shall retain seniority dating back to their original start date at that specific site for the purposes of establishing their "G4S Security seniority". This seniority will be used for all purposes pertaining to this Collective Agreement. **The Probationary period will apply as per the Articles 10.01 (a) and (b). The Union must provide seniority dates of those employees working at a client site where G4S is about to bid on a contract, the union must provide the dates within seven (7) days of being asked by G4S, should the information not be provided, the Company will contact the Local Union President, and advise them of such, and if the information is still not made available this clause will not apply.**

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

- (a) Is duly discharged by the Company and not reinstated through grievance or arbitration procedure of this Agreement;
- (b) Voluntarily quits or resigns;
- (c) Has been laid off continuously for a period of twelve (12) months;
- (d) Fails to return to work after being recalled from layoff in accordance with the layoff provisions of this Agreement;
- (e) Is absent from work for more than one (1) day without an authorized leave of absence unless a satisfactory bona fide reason is given by the employee before returning for his next scheduled shift;
- (f) Fails to return to work, on the completion of an authorized leave of absence or vacation unless a written bona fide reason satisfactory to the Company is given within three (3) days of the completion of the authorized leave of absence or vacation the employee must contact the Company whenever possible when they are unable to return to their next scheduled shift;
- (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, if requested by the Company, 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. The Medical note is to be dated, whenever possible, during the time of absence;
- (h) Uses an authorized leave of absence for a purpose other than for which the leave was granted;

- (i) If the security guard refuses **two (2) shifts within their availability** without a bona fide reason for a period of **three (3) weeks** or more; or
- (j) Fails to maintain the provincially required security license, where applicable.
- (k) **Changes his/ her availability from what was provided at the moment of hire unless it is agreed to by the Company. This will apply to part-time employees, who will be permitted to change their availability once every four (4) months.**

11.04                    **Notice to Union Full-time Positions**

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

11.05                    **Promotion and Permanent Transfer of Positions within the Bargaining Unit**

- (a) The Union recognizes that the client may at times dictate which specific security 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, however every reasonable effort will be made by the Company to obtain the client's preference and reasons in written form which, will be forwarded to the Union. Regardless, all jobs will be filled as set forth below:
  - (i) All positions vacated by a security guard or any newly acquired position, shall be posted on a job posting board located at the Branch office. The job posting will remain on the job posting board for seven (7) consecutive days. All job postings will be emailed to the Union representative.
  - (ii) In the event that a job posting website is established, the email address will be made available to all security guards and Union.
  - (iii) The job posting shall state site name, site location, shift times and days of work if known. Details on minimum qualifications, pay rate and site specifics shall be available to guards.

- (iv) Guards will have the right to bid on jobs regardless of the Company filling vacancies. Employees who meet the majority of the qualifications will be awarded said positions in accordance with seniority with the most senior applicant being given the first right of refusal, subject to 11.05 (a) above.

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

11.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated to the date of leaving the bargaining unit but will not accumulate further seniority. Such employee shall have the right to request to return to his former position within the bargaining unit within thirty (30) calendar days of transfer outside the bargaining unit. Upon such request, providing that the employee has the required qualifications for that particular job, the employee shall, as soon as is reasonably practical thereafter, be returned to his former position or other like position. If the former position or similar position is not available, the employee is subject to layoff.

11.07 **Lay-offs and Recalls**

- (a) Employees will be laid off in reverse order of site seniority whenever there is a reduction of employees. The only exception to this provision is when the client requests in writing that a specific security guard(s) be retained at their site.
- (b) In the event that a lay-off is necessary due to the Company losing a site, the Company shall give the laid off Employee the option to fill one of any three (3) vacant positions, if available, identified by the Company that are within a reasonable distance of the Employee's original site or place of residence. Where the Company does not have three (3) vacant positions immediately available it may assign the employee to a temporary site for up to three (3) months, during which time the employee must be offered three (3) sites as per this article.
- (c) The Company shall generally give notice of recall by registered mail **or email** to the last recorded address of the employee. The employee shall keep the Company informed of the employee's present address or location where he may be reached. The employee who fails to do so shall forfeit his right of recall.

- (d) If, within one (1) calendar day from the receipt of such notice, the employee accepts the recall, the job will be held open for one (1) calendar day from the day of the employee's acceptance. In the event that such recalled employee is employed elsewhere at the time of recall, the Company will hold the position vacant for two (2) weeks if the Company has received appropriate advance notice from its client.
- (e) In circumstances where the Company must fill vacant positions without delay, the Company shall give notice of recall by telephone until able to find a qualified employee who is prepared to report to work immediately.
- (f) If the employee declines the position, or fails to respond to the notice within one (1) calendar day from the date of receipt of the original notice, or fails to report to work within the time period outlined above, such employee shall be considered to have resigned and shall forfeit his recall rights. Should such employee be prevented from returning to work due to illness or accident he shall retain his recall rights and the Company shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident. The Company will not be responsible for the cost of the medical note/certificate.

11.08                    **Scheduling Part-time**

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

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

12.04 **Averaged Work Schedule**

- (a) An averaged work schedule shall be recognized by the Company and the Union as a schedule where the hours of work at a work site may exceed eight (8) hours per day or forty (40) hours per week but not more than eighty (80) hours biweekly. 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. The Company and the Union shall establish a list of present sites where hours of work are averaged, for identification purposes, consistent with the wording contained in this section. The above-mentioned list shall be reviewed and permits renewed annually.
- (c) The Company agrees to inform the Union on sites proposed to be averaged or when revisions to existing averaged work schedules are required. At the request of the Company, the Union agrees to propose such requests to employees assigned to the applicable work site. The Union agrees not to deny an averaged work schedule when the majority of employees assigned to the site favour the averaged work schedule. Should an employee not wish to work on an averaged work site, when the site changes to an averaged work site, the employee shall be given a comparable site assignment.
- (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 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. No employee will be mandated to work an averaged work shift under this article.

**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 11.05 and 11.07, only when the Company provides the Union the specific written reasons received from the client when they request for the removal of a security guard or have denied a security guard to transfer into the client's site. A request by a client to move a guard will not result in discipline to that guard, unless it is warranted.

13.02 In circumstances where the client has made a request, verbal and/or written 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 reassigned to another site at that applicable site pay rate.

13.03 Where the client directs the Company to remove a Security Guard (not including supervisory employees), in keeping with 13.02 above, and the removal is for non-disciplinary reasons, the Company will give the laid off Employee the option to fill one of any three (3) vacant positions, if available, identified by the Company that are within a reasonable distance of the Employee's original site or place of residence. Where the Company does not have three (3) vacant positions immediately available it may assign the employee to a temporary site for up to three (3) months, during which time the employee must be offered three (3) sites as per this article.

The provisions mentioned in this article shall not apply if the removal from site is for disciplinary reasons.

#### **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 three (3) hours at his regular hourly rate of pay.

#### **ARTICLE 15 MEAL AND REST PERIODS**

15.01 Employees working on a daily shift of seven (7) or more hours shall be entitled to a meal period of thirty (30) minutes in duration. Employees shall also be entitled to two (2) fifteen (15) minute rest periods, with pay, for same seven (7) hour 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. G4S Secure Solutions (Canada) LTD. management will attempt to negotiate with each client an arrangement which would allow the security guard 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.

## **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. Regular Scheduled shift of 8 hours.

16.02 **No Compensating Time Off**

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

16.03 **Reporting Pay**

Unless the guard has been notified beforehand not to report to work, an employee reporting for work at his scheduled starting time shall be paid for his entire shift. Guards working at temporary sites who report for work will receive a minimum of three (3) hours.

16.04 **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 none of the above noted employees can be located to work the overtime, then the Company will have the right to fill such overtime shifts at its discretion.

The Company also agrees to post an overtime list biweekly which employees would sign to indicate that they are available to work overtime. The list would be made available to the Control Centre to call employees to offer overtime work. This paragraph applies to permanent sites only.

16.05 Any security guard told during his regularly scheduled shift that he is required **or volunteers** to work overtime beyond his scheduled hours of work in any one day and who works a minimum of **two (2)** hours overtime, shall, in addition to the required hourly rate of pay be given an **eleven (\$11.00)** dollar meal allowance for said circumstances.

## **ARTICLE 17 POSTING OF WORK SCHEDULE**

17.01 At sites where the schedule is not posted a schedule will be provided to the employee upon request via E-mail, phone and made available at the Branch. **It is the employees responsibility to check the original schedule that is posted. Any changes after it is posted the Company will notify the affected employees with forty-eight (48) hours notice.**

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

## **ARTICLE 18 EMPLOYEES' RECORD OF TIME WORKED AND PAY DAY**

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

- (a) All employees will "book on" and "book off" through the Company **Designated System (Phone or App)** on each work shift.
- (b) All employees commencing a shift at a work site, must "book on" from the site by calling the Company Control Centre at least 10 minutes before the commencement of his/her shift. If unable to reach the Control Centre within five (5) minutes the employee shall notify the "live" operator using the telephone number provided by the Company.

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

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

18.02 The Company agrees to continue the pay periods and paydays bi-weekly to be paid on Fridays. The Company shall pay each employee through direct deposit. A pay stub indicating all deductions made from the employee's paycheque, will be **available online through the Company Designated Payroll Software.**

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

18.04 The Company is committed to early resolution of payroll disputes. If an employee believes that they were incorrectly paid, they shall immediately fill out a payroll irregularity form. In the event that the employee was not paid correctly in an amount of twenty-five (\$25.00) dollars or more, the Company agrees to compensate that employee within three (3) business days on a separate cheque. If the error is in an amount less than twenty-five (\$25.00) dollars, the correction pay will be made on the next regular pay period.

## **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 continuous 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 and/or discipline. The Company, whenever possible, agrees to hold these performance related discipline meetings during the employee's working hours.

## **ARTICLE 20 COURT APPEARANCE / INVESTIGATIONS**

20.01 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 in an amount equal to the difference between the witness fee and the amount of regular wages they would have earned had they worked during that period of time.

20.02 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 and Company approved, 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 21           VEHICLE USE**

21.01                   When the Company requires a security guard to use their own vehicle to perform patrols said employee shall receive **fifty (\$0.50)** cents for each kilometer driven.

21.02                   In the event the Company/Client decides to provide security guards with vehicles, said vehicles shall be in good condition, properly maintained and serviced, as specified by the manufacturer, in a safe driving condition, for all security guards required to utilize such vehicle in the discharge of their duties and/or responsibilities. An assigned Company/Client vehicle will be considered as part of the assigned equipment. The employee must, at all times, be in accordance of the law, to obey speed limits, maintain equipment, to immediately report all accidents/damage or operating deficiencies, provide a drivers abstract upon demand and failure to report may result in disciplinary action .

### 21.03                   **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. **Upon request the Union will be provided with a copy of any written requests sent requesting free or reduced parking for employees.**

21.04                   When an employee is required to use their own vehicle for shelter while on the job, said employee shall be paid an additional two dollars (\$2.00) per hour for all time utilizing their vehicle in addition to Article 21.01. **Effective October 1, 2021 the amount will increase to two dollars and seventy five (\$2.75) cents.**

## **ARTICLE 22           TRANSFER - TRAVEL - REPORTING TO MAIN OFFICE**

### 22.01                   **Travel to Other Sites and Reporting to Main Office**

No security guard will be required to report to the main office before they begin their shift, or after the shift has ended. When a security guard is required to travel from site to site as requested by the Company, said security guard shall be paid a minimum of fifteen (15) minutes and to a maximum of two (2) hours at regular pay for each occurrence. Such time shall be documented and approved by a designated Company Official in advance.

## ARTICLE 23            SECURITY GUARD'S LICENCE ACT

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

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

                  If it is not possible for the employee to pay for the Criminal Records Check or Child Abuse Registry Check out of their own funds, then the Company will pay for this cost and recover total cost through employee payroll deductions to a maximum of two (2) consecutive pay period, immediately following payment from the Company to the Justice Department.

                  Employees who do not have a valid license will be placed on administrative suspension without pay or benefits. In the event that the employee does not obtain a valid license within sixty (60) calendar days of the suspension, the employee will be deemed to have resigned from the Company. Any employee returning from an administrative suspension shall be returned to active service without guarantee of returning to their former site and/or rate of pay.

## ARTICLE 24            EQUIPMENT

24.01            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. Security guards will treat Company and client equipment with as much care as reasonably possible. The security guard may be held responsible for equipment, radios, keys, etc., if the Company has clearly proven after meetings with the employee and Union Representative that said employee wilfully damaged or lost Company or client property.

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

24.02            The Company agrees to reimburse up to **one hundred and twenty (\$120.00)** dollars, for a pair of safety shoes to a maximum of one pair every twelve (12) months. Upon proof of original receipt, the employee will be reimbursed up to the total

applicable amount as indicated above amount which is to be paid on the next pay day. Safety shoes should not be worn by the employees where they are considered to be off duty, unless they are going to or from work.

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

24.04 Winnipeg Parking Authority officers shall be provided all the necessary stationary items, at no cost to them, as approved by management.

## **ARTICLE 25 UNIFORMS**

25.01 The Company will provide the following articles in the appropriate male or female styling that will form the basic Company uniform:

One (1) patrol jacket/blazer if required by site;  
Two (2) pairs of pants  
**Four (4) shirts**  
One (1) tie if required by site

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.

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

Head wear, parka, rain gear, other site specific uniform articles **in the appropriate size.**

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.

All Winnipeg Parking Authority officers will be provided, at no cost to them, the following uniform articles by the Company:

Head wear, parka, rain gear, anti-slip cleats and other contract specific articles **in the appropriate size.**

25.03 **Company Identification**

All articles of Company identification such as crest, badges, uniforms as described in Article 25.01, shall remain the property of the Company and shall be

returned by the employee upon termination of employment. The Company has the right to pursue legal action to recover all unreturned 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.

25.04 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 25.01

25.05 The Company will replace uniform articles on an as 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.

25.06 Maintenance and care of the uniforms will be the responsibility of the employees. The Company will attempt to negotiate a bulk dry cleaning rate for all employees.

25.07 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.

## **ARTICLE 26 STATUTORY HOLIDAYS**

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

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

Remembrance Day will be paid as per The Remembrance Day Act.

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

26.03 If a statutory holiday occurs during an employee's vacation or scheduled day off, they shall have the opportunity to take an extra day's vacation with pay or an extra day's pay. However, such extra days' 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 and must be taken within three (months) of that Stat day.

26.04 All part-time employees who qualify under Article 26.02 will receive wages for each statutory holiday(s) as indicated in Article 26.01, equivalent to five (5%) percent of their total wages earned, exclusive of overtime calculated on the basis of the dates on which they worked during the twenty-eight (28) calendar days immediately preceding the statutory holiday. Part-time employees required to work on a statutory holiday shall be paid as per Article 26.06.

26.05 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, said security guard may be offered work, in another location for the equivalent time that the employee would have worked.

26.06 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 for all hours worked. In addition they shall be paid as per article 26.04, for statutory holiday if they fall in accordance with the requirements specified in 26.02 above. No pyramiding or duplication of overtime shall occur.

## **ARTICLE 27 VACATION WITH PAY**

27.01 Employees covered by this Agreement shall be entitled to the following vacations with pay:

27.02 Any employee who upon this anniversary date has less than five (5) years of continuous service but more than one (1) year 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.

27.03 Any employee who upon this anniversary date has less than ten (10) years of continuous service but more than five (5) years 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.

27.04 Any employee who upon this anniversary date has more than ten (10) years of continuous service 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.

27.05 Vacation days are not cumulative year after year and therefore an employee may not carry over to the next year.

27.06 Accrued vacation pay will be continually reflected on the employee's pay-stub/advice.

27.07 For the purposes of determining increased vacation entitlement, the appropriate date shall be the employee's anniversary date of each year.

27.08 Vacation pay will be paid upon written request of any employee, up to a maximum of twice per calendar year.

27.09 **Vacation Consecutive**

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

27.10 **Vacation Entitlement Lists**

Employees must apply in writing, to the branch manager forty-five (45) days in advance of the time requested. The Company will reply in writing as soon as possible, but within fourteen (14) days. In the case of employees at a particular site requesting the same vacation days, seniority shall prevail except where an employee's vacation has already been approved. If an employee is denied his first choice, he may re-apply using other days.

27.11 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.

27.12 **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 to take his vacation entitlements.

27.13 If an employee becomes confined to his or her home or the hospital due to a serious illness or injury while on vacation, the employee shall be entitled to reschedule the balance of this vacation to a time mutually agreed to by the Company and the employee, after the employee's return to work.

**ARTICLE 28 LEAVE OF ABSENCE**

28.01 The request of an unpaid personal leave shall be made in writing thirty (30) calendar days in advance. The Company shall reply to all such requests in writing within seven (7) business days of receipt of the request.

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.

28.02 (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.

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

(B) **Parental Leave**

1. **Entitlements**

Every employee

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

2. **Commencement of Leave**

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

3. **Late Application for Parental Leave**

When an application for parental leave under 28.02 (B) above is not made in accordance with 28.02 (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the full **sixty three (63)** 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.

28.03

**Child Birth Leave**

Upon request, a non-birth parent, of the same or opposite sex, shall be granted a two (2) day leave of absence with pay and up to five (5) additional days off without pay, which shall be taken within seven (7) calendar days following the birth of

his/her child. Said employee shall also be entitled up to an additional five (5) calendar days off without pay if he/she so desires.

28.04                    **Adoption Leave**

Upon receipt of the adopted child, an employee who has completed their probationary period shall be granted up to **sixty-three (63)** 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.

28.05                    Eligible employees in Article 28.02, 28.03 and 28.04 will be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the E.I. Act.

28.06                    **Bereavement Leave**

An employee who has completed his/her probation period, shall be granted a leave of absence, without loss of pay, of up to three (3) non-consecutive days, if needed and upon justification provided to the Company, if the employee was scheduled to work, in the event of the death of a spouse of the same or opposite sex (including common-law), child, parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, or sister-in-law. An employee may be required to provide proof of his/her loss to management.

In such event that an employee is required to travel more than two hundred (200) kilometers outside Winnipeg to attend a funeral, the employee may be granted up to an additional two (2) consecutive days of leave without pay upon management approval.

28.07                    **Jury Duty or Jury Selection**

An employee who is required by law to serve as juror or subpoenaed witness in any Court of Law, not relating to the Company, shall be granted leave of absence without pay for all scheduled hours, provided that the employee provides required documentation.

28.08                    **Return to Work**

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

- (b) An employee returning from such leave must notify the Company, in writing, at least fourteen (14) calendar 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 or an equivalent position if such positions exist. Otherwise, he will be placed on the spare board list providing the employee demonstrates the ability to fully resume responsibilities on that site.

28.09                    **Family Responsibility Leave**

In the event of illness or injury occurring to an employee or an employee's spouse, parent, or child, the employee may be granted, a leave of absence up to three (3) unpaid days leave each year, but only to the extent that the leave is necessary. Said days may 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 upon request.

28.10                    **Military/Reserve Duty**

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

28.11                    **Other Leaves of Absence**

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

28.12                    **Citizenship Leave**

**Upon a written request with seven (7) days of notice any employee who will become a Canadian Citizen will be granted a one (1) day unpaid leave to take their oath of citizenship.**

28.13                    **In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*.**

## **ARTICLE 29            WAGES**

29.01            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.

29.02            The hourly rate of pay for all employees in the bargaining unit assigned to work at special pay sites will be as per Appendix B, and form part of this Agreement.

29.03            In this agreement the rates of pay (pay rate will include any benefits costs, 5% accrued vacation) provided in Appendix B are based the Actual Bill Rate. Actual Bill Rate is minus, not limited to, any blended equipment, computer program and/or vehicle charges.

## **ARTICLE 30            HEALTH AND SAFETY**

- 30.01            (a)            The Company and the Union recognize the necessity to maintain a safe and healthy workplace and environment for the employees, but also recognize limitations which may be imposed upon the Company in this regard as a result of the Company not owning or controlling the client work site.
- (b)            The Company and the Union agree to establish a joint Workplace Safety and Health Committee. The committee shall be comprised of two (2) employees, as chosen by the Union and an equal number of members chosen by the Company. The committee shall meet no less than once every three months to discuss safety problems and issues with a view to rectifying same. Minutes of each meeting shall be taken and sent to the Union via either fax or e-mail.
- (c)            The committee will make every effort to conduct regular inspections of sites at regular intervals.
- (d)            The committee co-chairs will be notified as soon as reasonably practicable of all incidents of workplace injury or occupational illness incurred by any employee. The committee co-chairs, or their designates, will attend to the site in question and investigate as soon as reasonably practicable. All reports pertaining to the incident in question will be provided to the committee, if requested. Any complaint issued to the Company by an employee regarding any health and safety matter will be forwarded to the Health and Safety Committee.

- (e) 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.
  - (f) Minutes of all safety and health meetings will be signed by the co-chairs, given to each committee member, kept in the workplace for 10 years and posted on the Company's bulletin board until all matters of concern recorded in the minutes are resolved.
- 30.02
- (a) No security guard shall be disciplined or discharged for refusal to work if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person.
  - (b) A worker who refuses to work or do particular work under subsection (a) shall promptly report the refusal and the reasons for it to the Company or his or her immediate supervisor, or to any other person in charge at the workplace. If the Company does not remedy the dangerous condition immediately, the person who receives the report of refusal to work, or a person designated by that person, shall immediately inspect the workplace in the presence of the worker and the worker co-chairperson of the committee or, if that person is unavailable, a committee member who represents workers. Where it has been determined by a Workplace Health and Safety Inspector, that the workplace is unsafe, the employee shall not suffer loss of pay.
  - (c) If there is any dispute in the application of this section, such dispute shall be resolved through the process identified in the provincial Workplace Health and Safety Act and not through the grievance/arbitration process.
  - (d) The Company will ensure that all its workers, and particularly its supervisors, foremen, chargehands or similar persons, are acquainted with any safety or health hazards which may be encountered by the workers in the course of their service, and that workers are familiar with the use of all devices or equipment provided for their protection.

30.03 **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.

30.04 The Committee shall establish a separate health and safety bulletin board beside the employee bulletin board within the Company offices for the exclusive use of committee members in connection with safety and health matters.

30.05 The Committee shall conduct a yearly review of Company health and safety training programs.

### **ARTICLE 31 SECURITY GUARD'S SAFETY WHILE ON DUTY**

31.01 When the worksite and the employee's residence are located within the boundaries of the same city or town, the Company must provide the employee with adequate transportation between the residence and the worksite when the employee's hours of work begin or end after 12 midnight and before 6:00 a.m.

31.02 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.

### **ARTICLE 32 REPRIMANDS / DISCIPLINARY ACTION**

32.01 Where an employee is receiving disciplinary action above a verbal warning or being discharged a Union Representative/Steward must be present at the disciplinary meeting. A Union Representative/Steward or designate will be available to attend meetings at the G4S offices. In emergency cases, G4S may discharge or hold an employee out of service for disciplinary reasons despite the fact that a disciplinary meeting with Union representation has not yet occurred. **The Company agrees that any disciplinary action taken against an employee shall be removed from the employee's personnel file after twenty-four (24) calendar months. Said disciplinary action cannot be used against the employee at a later date.**

32.02 When an employee signs a field report given to them or signs any other disciplinary action document above a written warning 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.

32.03 An employee who has their security guard licence revoked for any reason shall be placed on an unpaid suspension, up to a maximum of sixty (60) days, after which the employee will be deemed quit and not subject to the Grievance/Arbitration process set out in this agreement.

## **ARTICLE 33            GRIEVANCE PROCEDURE / ARBITRATION**

33.01            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.

### 33.02            **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.

33.03            The Company agrees when submitting written notices of warning, suspension 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.

33.04            (a)            Should a complaint arise, the employee(s) involved and/or the Shop Steward or the Union representative shall first discuss the complaint with their immediate supervisor outside of the bargaining unit. There shall be no grievance until the immediate supervisor who is outside of the bargaining unit has had an opportunity to discuss the matter with the employee(s). The said supervisor shall respond to the employee(s) complaint within three (3) working days of receiving the complaint.

(b)            An employee's complaint which is not resolved at Article **33.04** (a) may be submitted by the employee and the Union representative as a grievance at Step One of the grievance procedure outlined in this article.

33.05            Any employee, the Union or the Company, may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party and not subject to the Grievance/Arbitration process as set out in this Collective Agreement.

33.06            All grievances shall be submitted in writing.

33.07            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 their immediate Branch Operations manager and/or Designate who is outside of the bargaining unit,

setting out the grievance, the section(s) of the agreement alleged to have been violated, and the remedy or correction sought. The Branch Operations Manager and/or designate 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 33.08 will apply.

33.08 **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.

33.09 **Arbitration**

- (a) Should the grievance not be resolved at Step Two, it may be referred by either party, to a single arbitrator, by notice in writing to the other party within ten (10) working days of receipt of the Step Two response. Such notice shall indicate three (3) nominees to act as arbitrators. The respondent party shall reply, in writing, indicating its choice of three (3) nominees to act as arbitrators within five (5) days of receipt of the above notice. If the parties fail to agree upon an arbitrator from the six nominees within a further five (5) day working period, the chairperson of the Manitoba Labour Board shall be requested to appoint one.
- (b) The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to reach a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision within thirty (30) calendar days from the last day of the hearing.
- (c) The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the

determination of a subject matter not covered by or arising during the term of this Agreement.

- (d) The findings and decision of the arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.
- (e) 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.
- (f) The expenses of the arbitrator shall be shared equally by the Company and the Union.
- (g) In the interest of settling a grievance prior to an arbitration hearing either party, upon mutual agreement between the Company and Union, 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 Company and the Union.

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

33.11 Any and all time limits fixed by Article 33 (in its entirety) for taking of action by either party are mandatory and may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

#### **ARTICLE 34      LIE DETECTOR TESTS / DRUG TESTING**

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

#### **ARTICLE 35      TRAINING**

35.01 In order to develop the highest degree of professionalism, efficiency, motivation, and client satisfaction of Security guards, the Company agrees to provide the training necessary to ensure the above. The Company will provide the Union with information of the programs currently in force and will inform the Union of any changes to this list of training programs in the future. **All training will be paid at the employee's regular rate of pay, provided the client agrees to pay for such training.**

35.02 Basic Theory Training: The Company agrees to provide basic theory training to new applicants.

35.03 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.

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

Client Mandated Qualifications: All trained qualifications mandated by the client as site requirements shall have its cost paid for by the Company and all time spent in such training shall also be considered as time worked and paid at straight time as well as not used towards the calculation of overtime.

35.04 All site training will be paid at the provincially mandated minimum wage rate or as per Company Policy for Security Guards, whichever is the greater.

35.05 Any certificates or licenses required by either the government or the Company, to carry out an employee's duties for the Company, shall be considered a condition of employment. The cost of obtaining and renewing said licenses or certificates will be paid by the employee in addition to the cost of any course or course material in this regard.

35.06 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time (with-out pay), and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisor may, for this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay for the employees concerned.

## **ARTICLE 37 HEALTH AND WELFARE BENEFITS**

37.01 Effective November 1, 2016, all Permanent full-time employees who have completed their probation shall be entitled to benefit coverage, which shall be administered by the Company. The Company will be responsible to pay 100% of the premiums for this benefit.

The benefit plan will include the following:

Basic Life - \$25,000

Basic AD&D - \$25,000

Dependent Life – Spouse \$5000 / Child \$2500

Coinsurance – 100% Out-of-Province/referral

- 80% Drugs

- 80% for all other health benefits

Prescription Drugs - \$2500 per calendar year per person

Paramedical - \$300 max per year per practitioner (\$500 per year speech therapy and psychology)

Out-of-Province – Coverage for first sixty days of travel

- \$1000 emergency max per occurrence
- \$10,000 lifetime referral maximum

Survivor Benefits – 24 months without premium payment

Dental – 80% coinsurance

- Recall visits 9 months

Survivor Benefits – 24 months without premium payment

Vision Care - \$100 for lenses and frames as well as the cost for one eye exam every two years.

The Company will inform the employee in writing of their eligibility for benefits once the employee's probationary period is completed.

37.02 As of November 1, 2016, all Part-Time Employees are eligible for the above noted benefits outlined in article 37.01 if they meet the following criteria:

- (a) Completed twelve (12) months of employment.
- (b) Have worked or been paid (inclusive of stat holiday pay) five hundred and twenty (520) hours between January 1 to June 30th and/or July 1 to December 31st.
- (c) Part-Time employees must maintain the five hundred and twenty (520) hours for each cycle to remain part of the benefit plan. Excluding any legislated leaves or throughout the grievance process.
- (d) It is the responsibility of the members to pay the benefit premiums listed in 37.01 for any approved non-pay leaves of absence for the duration of the leave to maintain benefits.
- (e) The Company will twice per year calculate the Part-Time employee eligibility based on the guidelines in 37.02 (b) and share the information with the Union.
- (f) The Union and the Company will meet annually to review the experience rating of the Employee Benefit Plan.

37.03 All Employees are required to complete the necessary paperwork to enroll in the Company benefit plan. Failure to complete paperwork will make them ineligible.

## **ARTICLE 38 LABOUR / MANAGEMENT RELATIONS**

38.01 A Labour / Management / Client Issues Committee shall be appointed consisting of one (1) Union designated employee, one (1) Union representative, and equal amount of representatives of the Company. The purpose of this Committee shall be to review any issues or matters affecting either the employees in their workplace, or client issues which have been noticed by security guards. The purpose of the Committee shall also include as a goal and objective the improvement of services to client, to ensure that the client continues to be serviced by G4S, and to deal with any issues related thereto.

38.02 The Committee shall meet as often as twice (2) per year (bi-annually).

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

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

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

## **ARTICLE 39 HARASSMENT ABUSE POLICY**

39.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by any party or their representatives(s) because of activity or lack of activity in the Union.

39.02 In accordance with the Manitoba Human Rights Code, the Employer and the Union agree that there shall be no discrimination or harassment practiced by reason of:

- (a) ancestry, including color and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;

- (d) religion or creed, or religious belief, religious activity;
- (e) age;
- (f) sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender, determined characteristics or circumstances other than included in (f);
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristic circumstances, including reliance on a dog guide or other animal assistance, a wheelchair, or any other remedial appliance or device.

39.03 All forms of harassment and discrimination shall be first investigated according to G4S Secure Solutions (Canada) Ltd.. Harassment Policy. The employee may choose to involve the union at any time during the process. Should the matter not be resolved within thirty (30) days, it may be subject to the grievance and/or mediation/arbitration provisions of this agreement. Where an employee initiates a grievance under this article, it will be filed at Step 2 of the grievance procedure. In the case of discrimination/harassment the grievance or complaint, the time limits for filing shall not apply. All employees have rights under applicable legislation.

39.04 The Employer shall make every reasonable effort to accommodate the needs of its employees in accordance with the Manitoba Human Rights Code. However, Health and Safety provisions will not be waived.

## **ARTICLE 40 EXPIRATION AND RENEWAL**

40.01 This Agreement shall be in effect from October 1, **2020** and shall remain in force until September 30, **2023**, 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                      , 2020**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**APPENDIX "A"**  
**REGULAR PAY SITES**

Regular pay sites are those sites which do not meet the definition of special pay sites set out in Appendix "B".

**This will increase should the minimum wage OR the security guard Minimum wage increases beyond \$12.50. If the Security Guard minimum wage increases the employee will get the greater of the increases and not both.**

<b>October 1, 2020</b>	<b>\$.25 cent increase</b>	<b>\$12.75</b>
<b>October 1, 2021</b>	<b>\$.25 cent increase</b>	<b>\$13.00</b>
<b>October 1, 2022</b>	<b>\$.25 cent increase</b>	<b>\$13.25</b>

**APPENDIX “B”  
SPECIAL PAY SITES / CLIENT DICTATED SITES**

**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, by the Company, 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. 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 33 Grievance and Arbitration.

**B-4** All security guards working at special pay sites, (excluding those working at the Winnipeg Parking Authority) will receive an increase in their wage rate annually as their client contract is renewed. In the event that the client contract does not provide for a wage increase, or in the event that the client contract provides for less than **the amount listed below**, the Company will provide **the increase** or the difference between the client increase **and the amount listed below**, to all special pay site, site supervisors and shift supervisors on **October 1, 2020, 2021, 2022** Employees shall not receive both the increases, provided for above, and the increases as provided for by the Security Guard Minimum Wage Increases. However, the employees shall receive the greater of the two increases per year. All guards hired before October 1, 2016 who are covered under the previous percentage pay of special sites will maintain their current wage unless the Client Dictated Pay site is higher.

<b>October 1, 2020</b>	<b>\$.20 cents per hour</b>
<b>October 1, 2021</b>	<b>\$.25 cents per hour</b>
<b>October 1, 2022</b>	<b>\$.25 cents per hour</b>

The Company will provide pay rates of all Special Pay Sites to the Union at the beginning of every quarter of every year (March 1st, June 1st, September 1st, December 1st).

**APPENDIX "C"**

**WINNIPEG PARKING AUTHORITY OFFICERS**

**C-1 WAGES**

	Current	As of Ratification	October 1, 2021	October 1, 2022	
		0.5%	1.5%	1.5%	
WPA - COMM CENTRE DISPATCH	15.16	15.24	15.46	15.70	probation rate, increases automatically in 90 days
	16.00	16.08	16.32	16.57	off probation rate
	16.77	16.85	17.11	17.36	increased responsibility including some of: onfield training, cross training in a variety of areas, white glove complaints, backing up Supervisors
	17.53	17.62	17.88	18.15	increased number of responsibilities from previous rate
WPA - MBL PATROL OFFCR	15.16	15.24	15.46	15.70	probation rate, increases automatically in 90 days
	16.25	16.33	16.58	16.82	off probation rate
	17.13	17.22	17.47	17.74	increased responsibility including some of: onfield training, cross training in a variety of areas, white glove complaints, backing up Supervisors
	18.00	18.09	18.36	18.64	increased number of responsibilities from previous rate

	Current	As of Ratification	October 1, 2021	October 1, 2022	
		0.5%	1.5%	1.5%	
WPA - URBAN PATROL	15.16	15.24	15.46	15.70	probation rate, increases automatically in 90 days
	16.25	16.33	16.58	16.82	off probation rate
	17.13	17.22	17.47	17.74	increased responsibility including some of: onfield training, cross training in a variety of areas, white glove complaints, backing up Supervisors
	18.00	18.09	18.36	18.64	increased number of responsibilities from previous rate
WPA - ALPR	15.16	15.24	15.46	15.70	probation rate, increases automatically in 90 days
	16.25	16.33	16.58	16.82	off probation rate
	17.13	17.22	17.47	17.74	increased responsibility including some of: onfield training, cross training in a variety of areas, white glove complaints, backing up Supervisors
	18.00	18.09	18.36	18.64	increased number of responsibilities from previous rate
WPA - TECHNICAL LEAD	15.16	15.24	15.46	15.70	probation rate, increases automatically in 90 days
	16.74	16.82	17.08	17.33	off probation rate
	17.64	17.73	17.99	18.26	increased responsibility including some of: onfield training, cross training in a variety of areas, white glove complaints, backing up Supervisors
	18.56	18.65	18.93	19.22	increased number of responsibilities from previous rate
WPA - VFH INSPECTORS	20.67	20.77	21.08	21.40	
WPA - VFH SUPERVISOR	21.06	21.17	21.48	21.81	

**C-2 BOOT ALLOWANCE**

The Company shall fully fund the cost of one pair of client approved footwear, per year. Upon proof of original receipt, the employee will be reimbursed up to the total applicable amount which is to be paid on the next pay day.

Safety shoes should not be worn by the employees where they are considered to be off duty, unless they are going to or from work.

All client approved footwear will meet the safety protocols required for the position. Should such footwear not meet Health and Safety regulations due to deterioration caused by the position held by the employee then the Company agrees to replace before the expiry of the twelve (12) month period.

**The Company will offer employees three (3) different shoe selections, including a lower cut shoe to be selected. They may only select one type of shoe/ boot per year.**

### **C-3 UNIFORMS**

All Uniforms will be provided by the Company as described in 25.02

### **C-4 STATUTORY HOLIDAYS**

The Company recognizes that up to three times per year, (Boxing Day, Easter Monday, and Terry Fox Day), the City of Winnipeg may reduce their staffing requirement based on operational needs. On those days the Company guarantees to maintain the regular schedule in order for employees not to suffer a loss of income.

## APPENDIX “D” – HEALTH AND WELFARE BENEFITS

### D-1 Sick Days

- a) Every full-time employee, that has completed two years of employment with the Company, shall be granted a maximum of thirty-two (32) hours of sick leave at their regular rate of pay on January 1 of every calendar year. **Effective October 1, 2022, it will be increased to a maximum of forty (40) hours per year.**
- b) Any full-time employees who have not yet reached two (2) years of employment with the Company as of January 1 shall receive a prorated amount of sick hours based on their seniority as of January 1.
- c) Part-time employees that have completed two years of employment with the Company, shall accumulate four (4) hours per one hundred and seventy-three (173) hours worked up to a maximum of thirty-two (32) hours sick leave per year. **Effective October 1, 2022, it will be increased to a maximum of forty (40) hours per year.**
- d) Sick time will not be accumulated year to year.

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

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

Sick day benefits commence on the second day of any sickness or accident not related to work. Should an individual be hospitalized or the absence is due to an accident, sickness leave will commence on the first day of absence, provided it is 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.

### D-2 Workers Compensation Board

D-2.01 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.

D-2.02 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.

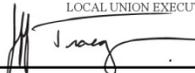
## EXHIBIT ONE

### 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 G4S Secure Solutions (Canada) LTD.

The Company 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 (sample below) immediately and return it to the Company so they can forward it to the Union office 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 INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	TITLE NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYEE NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>	
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared that I am not authorized by the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to be bound by the policies and procedures to be established by the Union relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has 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'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 	

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.

**LETTER OF UNDERSTANDING**

AGREEMENT BETWEEN:

**G4S SECURE SOLUTIONS (CANADA) LTD.**, 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".

**RE: BOXING DAY/CIVIC HOLIDAY**

The Company agrees that upon ratification of this Agreement it will ask its physical security clients if G4S can bill them at a premium rate of two and one half times the regularly charged rate for all time worked by G4S employees on their sites on Boxing Day the Civic Holiday, **and Easter Monday**. In the event that the client agrees to that request, the Company will pay the security guards assigned to the agreeable client's site at a rate of two and one half time their regular wage rate for all hours worked at that site on either Boxing Day, Civic Holiday **and Easter Monday**.

The Company agrees further to provide the Union with a copy of the client's written response to the Company's request, if the client responds in writing.

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

**SIGNED THIS                      DAY OF                      , 2020**

**FOR THE UNION:**

**FOR THE COMPANY:**

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