

## **NEPTUNE SECURITY**

FROM: January 24, 2022

TO: December 31, 2025

# 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', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# NEPTUNE SECURITY

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**EXP. DATE: December 31, 2025**

AGREEMENT BETWEEN:

**10888125 Canada Inc. DBA Neptune Security**, carrying on business in the Province of Manitoba, hereinafter referred to as the "Company"

AND

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

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

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

## **ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 All employees of 10888125 Canada Inc. DBA Neptune Security, in the Province of Manitoba, employed as security guards, site supervisors, save and except office staff, managers, 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 officer services, including but not limited to, the monitoring of entry and exit; ensuring security and protection of property and building; carrying out standing orders; crowd control; carrying out duties specifically pertaining to the client's contract; enforcing provincial and federal statutes; reporting of incidents; public and client relations; and other duties normally associated with security officers services, including strike duties where required.

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

2.03                    **Shift Supervisor:** A security guard as defined above, but designated by the Company as a shift supervisor, which may include the additional responsibilities of on-site training of security officers, on-site discipline of security officers 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, 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 officer services. The Company will identify who is considered to be the client contact in the site standing orders where practical.

2.08                    **Promotion:** A promotion shall mean the transfer of an employee to a position of greater responsibility.

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

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

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

### **ARTICLE 3**            **UNION SECURITY**

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

Employees who are not Union members on the effective date of this agreement shall become members of the Union.

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 their responsibility in regard to payment of union dues and initiation fee. The form letter and exhibit one (post card) to be provided by the Union.

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

### **ARTICLE 4**            **UNION DUES**

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

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

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



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

### **5.01                      Recognition of Stewards**

The Company agrees to recognize a maximum of four (4) Union stewards elected or appointed by the Union to represent the first one hundred (100) employees. The Company further agrees to recognize one (1) additional shop steward for every fifty (50) employees above one hundred (100) employees in the Bargaining Unit upon being notified in writing by the Union of the election or appointment.

5.02                      The Company and the Union agree that shop stewards as appointed or elected by the Union shall be entitled to represent any Union members working at Neptune Security. At the request of the Union Shop stewards will be allowed 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 of grievances with the Company on the work site. The carrying out of said functions shall be done during the shop steward's rest or meal period and always providing it does not interfere with the performance of their employment duties to the client or Company. Under no circumstances shall a shop steward leave the site to carry out these functions.

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

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

### **5.04                      Union Functions Leave of Absence**

Leave of absence without pay, may, 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 one percent (1%) of the total workforce at one time and not more than one per client site. Where the Union requests leave of absence for more than three (3) employees at one time such leave of absence shall be granted provided there are no additional costs of overtime or scheduling premiums. Subject to operational requirements, the granting of such leave shall not be unreasonably denied.

The Company agrees to allow a maximum of three (3) 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, shall be granted for a period of up to one year to an employee who was hired by the Union on a full-time basis. Such leave of absence shall, upon request, be renewed from year to year, to a maximum of two (2) years. During such a period of absence, seniority shall 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/Seniority List**

The Company shall electronically provide the Union with the necessary information as indicated below for employees in the bargaining unit:

All unionized employees of Neptune Security with:

- First Name,
- Last Name,
- Address,
- Social Insurance Number,
- Home Phone
- Cell number,
- Email address,
- Seniority Date (First Day Worked)
- The amount of Union Dues paid or not paid of each employee during the period,
- Initiation fees (amount) paid or not paid of each employee during the period,
- Terminated employees including the date of termination or resignation during the period, &
- Employees on Leave of Absence including the type of absence, date the absence began and expected date of return to work when known.

- (b) When changes occur - information regarding wages and benefits which are in addition to negotiated benefits. In addition, the Company will advise the Union of any additional training provided that is site specific which is over and above the basic training provided to all security officers. Upon request but not to exceed once per quarter,

the employer will provide the Union with information about the site(s) employees work 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 their 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 them, but excluding any document which may be deemed by the Company as confidential, such as, but not limited to, harassment investigation documents. Where this is the case, the Company will make the documents available to the Union Representative upon employee request. The employee's reply to any document within the personnel file shall also be placed in the personnel file. Upon written request, the Company shall, within a reasonable period of time, provide the employee with an exact copy of any document that they are entitled to review in their personnel file. The Company shall keep only one personnel file per employee at the Company's main office.

5.08                    **General Orientation**

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

5.09                    **Union Representative's Visits**

- (a) The Company and the Union recognize that the Company does not own or control the work sites of its clients. Pursuant to the provisions of the Labour Relations Act, duly authorized full-time Union representatives shall be entitled to visit the job sites of the purpose of communicating with the employees in the unit. Should the Union Representative wish to visit the site during hours that the general public does not have access to the site, they will do so only upon verification that the client has agreed. This includes any security offices provided by the client for the use of the Neptune Security 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 ten (10) minutes unless prior approval of the Company has been obtained.

- (c) 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.
- (d) Under no circumstance is any Union Representative and/or employee permitted to remove any client equipment or proprietary information without prior Company approval.

## **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 and the Company agrees that in the exercise of these rights it shall at all times be governed by the terms of this Agreement.

## **ARTICLE 7**      **CONTRACTING OUT**

7.01                      The Company agrees not to contract out any security guard and/or site supervisor work except as provided herein.

7.02                      The Union agrees that the Company may contract out in circumstances such as special events and/or emergencies or to fulfil the contractual obligations to its clients. In remote areas, where there is no Company office, the

Company may contract out services for less than a six (6) month term, for up to ten (10) positions. To clarify, remote areas are defined as any place more than fifty (50) kilometers from the city of Winnipeg.

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

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

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

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

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

## **ARTICLE 9                      STRIKES AND LOCKOUTS**

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

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

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

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

employee will return to their regular site after the resolution of the labour dispute. In the event the employee is transferred, as approved by the Company, there is no obligation on the part of the Company to maintain the employee's rate of pay, hours of work or shift.

#### **ARTICLE 10**      **PROBATIONARY PERIOD**

- 10.01      (a)      An employee's first ninety (90) calendar days of employment shall be the probationary period during which the employee shall not attain seniority.
- (b)      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                      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.

11.02                      Where the Company is bidding on a new contract with the intent of assuming work which is being performed by employee(s) employed by another employer but covered by a collective agreement with the Union:

- (a)      The Union agrees to provide the Company, within seven (7) calendar days after its request, with seniority dates pertaining to all unionized employees performing work at the relevant site. In the event the Union fails to provide the Company, with the above referenced information, then the Local President will be contacted and advised of such, and if the information is still not made available then the above article shall not apply; and
- (b)      In the event the Company is awarded such contract and the Company hires a Security Officer already employed on the work site, such Officer shall retain seniority dating back to their original start date at the specific site for the purposes of establishing their "Security seniority", subject to successful completion of the probationary period pursuant to Article 10. This seniority will be used for all purposes pertaining to this Collective Agreement. The terms and conditions of employment, fringe benefits and wages of the predecessor Company

shall not be recognized by the Company unless otherwise mutually agreed between the Union and the Company.

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

11.03 An employee shall cease to have seniority rights as well as employee status with the Company and be terminated for all purposes if the employee:

- a. Is duly discharged by the Company and not reinstated through grievance or arbitration procedure of this Agreement;
- b. Voluntarily quits or resigns;
- c. Has been laid off continuously for a period of twelve (12) months;
- d. Fails to return to work after being recalled from layoff in accordance with the layoff provisions of this Agreement;
- e. Is absent from work for any period of time without an authorized leave of absence unless a satisfactory reason is given by the employee before returning to work for their next scheduled shift;
- f. Fails to return to work on the completion of an authorized leave of absence or vacation unless a reason satisfactory to the Company is given within three (3) days of the completion of the authorized leave of absence or vacation;
- g. Is absent from work due to illness or injury for a period of more than three (3) days, without providing a medical certificate from a qualified medical practitioner, 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 Company may require a medical certificate for shorter absences in the case of repeat or patterned absences and such certificate shall be dated during the time of absence unless extenuating circumstances are preventing the employee to do so.
- h. Uses an authorized leave of absence for a purpose other than for which the leave was granted.

- i. If the security officer refuses four (4) shifts in a thirty (30) day period or does not request work for a sixty (60) day period without a valid reason including illness substantiated by a medical certificate.

11.04

**Notice to Union Full-time Positions**

The Company agrees to provide the Union with the name of the successful bidder, if any, to all full-time positions, following the expiry of the job posting, this shall include job postings on the job posting line.

11.05

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

- (a) The Union recognizes that the client may at times dictate which specific security officer they require to work at their site. When this occurs, the Company will request from the client their preference in writing, and provide a copy of the request to the Union. The Union recognizes that clients are not under any obligation to provide their preference in writing, but every reasonable effort will be made by the Company to obtain the client's preference and reasons in written form which will be forwarded to the Union. If there is no specific client request, all permanent positions will be filled as set forth below:
  - (b)
    - (i) All permanent positions vacated by a security officer, mobile officer or site supervisor or any newly acquired position, shall be posted by the Company for a minimum of five (5) calendar days.
    - (ii) The job posting shall be made available to all officers in each department and classification and the Union. Employees desiring consideration in the filling of vacancies, shall signify their desire by submitting a written request inclusive of their qualifications, if qualifications posted on the job posting are over and above those of standard security guard duties.
    - (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 officers when they contact the Company regarding the posting.
    - (iv) Employees who meet the minimal 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 postings 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 security guards doing the replacing of any interim placements.

Any vacancies occurring due to illness, accident, vacations or leave of absence, will be filled in order of seniority from the spare board. The Company will contact the most senior employee first and continue until a senior employee is found to fill the vacancy.

- (v) Following a successful bid on a position, no employee shall be allowed to bid on another position for a minimum of six (6) months unless the new position being bid on would result in a change of status from part-time to full-time and/or the position would result in a pay increase greater than one (1) dollar per hour.

11.06 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their 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 their former position within the bargaining unit within ninety (90) calendar days of transfer outside the bargaining unit. Upon the Company being agreeable to such request, and providing that the employee has the required qualifications for that particular job, the employee shall, as soon as reasonably practical thereafter, be returned to their former position or other like position and wage. If the former position or similar position is not available, the employee is subject to layoff.

**Layoffs and Recalls**

- (a) Employees will be laid off in reverse order of seniority whenever there is a reduction of employees in the bargaining unit. The only exception to this provision is when the client requests in writing that a specific security officer be retained at their site. All displacement rights under this Article are subject to the employee having the qualifications to perform the normal functions of the job they are bumping into.
- (b) The Company shall notify employees whose position is to be eliminated due to the loss of work at a specific site or mobile position or the loss of the entire site at least five (5) working days prior to the effective date of termination of the position. The affected employee shall have the right to displace the most junior employee working within the bargaining unit who works on an equivalent site with the equivalent number of hours of work.

An employee who is unable to bump a junior employee may be placed into an open position, laid off, or may elect to stay on the spare board.

An employee who is unable to bump a junior employee may be laid off, or may elect to stay on the spare board.

- (c) The Company shall generally give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Company informed of the employee's present address or location where they may be reached. The employee who fails to do so shall forfeit their 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

their recall rights. Should such employee be prevented from returning to work due to illness or accident they shall retain their recall rights and the Company shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident.

11.08

**Scheduling Part-time & Vacancies for Temporary Business**

The only exception to this provision is if the client specifies that the work must be given to existing employees on the site.

- i) Vacancies, that are scheduled to occur with less than (48) hours' notice. From the time the Company is aware of the vacancy it shall be posted on the on-line messaging tool for twelve (12) hours and shall be awarded to the most senior, qualified person with less than forty (40) hours for the week. However, given the urgency of these requests, it is understood, that after twelve (12) hours has elapsed and there has been no reply, the manager may give these postings to a junior employee.
- ii) Vacancies that are scheduled to occur between forty-eight (48) and seventy-two (72) hours' notice (excluding weekends and holidays). Shall be posted for twenty (24) hours and awarded according to the following criteria:
  - a) The most senior employee with the skills, ability and training required to do the work on straight time.
  - b) The most senior employee with the skills, ability and training required to do the work that will incur the fewest amount of overtime hours.
- iii) Vacancies that are scheduled to occur greater than seventy-two (72) hours' notice (excluding weekends and holidays). Shall be posted for forty-eight (48) hours and awarded according to the following criteria:
  - a) The most senior employee with the skills, ability and training required to do the work on straight time.
  - b) The most senior employee with the skills, ability and training required to do the work that will incur the fewest amount of overtime hours.

When the shift has to be covered within twenty-four (24) hours, the shift shall be posted as outlined above for thirty (30) minutes, and shall be awarded to the most senior qualified employee.

In all cases, if the Employer receives no interest in postings as identified above, the Employer shall exercise its managerial rights to fulfil its obligations to the clients by assigning shifts to qualified employees.

## **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 forty (40) hours per week at one or more sites.

12.03            A part-time employee is an employee who is scheduled to work less than forty (40) hours per week or is not regularly scheduled to work.

### **12.04            Averaged Work Schedule**

- (a)            An averaged work schedule shall be recognized by the Company and the Union as a schedule where the hours of work at a work site may exceed eight (8) hours per day or forty (40) hours per week but not more than eighty (80) hours biweekly unless otherwise agreed to by the Company and the Union. The Company agrees not to assign any employee to an averaged work schedule unless the employee agrees to the assignment.
- (b)            The Union agrees that sites that have current averaged work schedules shall be maintained providing the Union satisfies itself that a majority of employees on these sites have voluntarily agreed to same. The Company and the Union shall establish a list of present sites where hours of work are averaged, for identification purposes, consistent with the wording contained in this section. The above-mentioned list shall be reviewed and permits renewed by February 15th of each year. On request of the Union in writing, the Company will provide the Union a list of all the sites mentioned above.

- (c) The Company agrees to consult the Union on sites proposed to be averaged or when revisions to existing averaged work schedules are required. Should an employee not wish to work on an averaged work site, when the site changes to an averaged work site, the employee will have the right to bump into another site as per Article 11.07 (b).
  - (d) The Company reserves the right to terminate an averaged work schedule if contractual conditions change or at the request of the client.
- 12.05
- (a) Where the Company is contracted to provide services without prior notification from the client, it shall be deemed to be an emergency situation or situation of urgency. In such circumstances, the Company shall have the right to average the work schedule, providing such schedule does not exceed seventy-two (72) hours in duration. The Company agrees to advise the Union of such circumstances within one (1) business day.
  - (b) In the event that the duration of the service is to exceed seventy-two (72) hours, the Company will consult within one (1) business day, with the Union on the continuation of this averaged work schedule. The Union agrees not to unreasonably withhold such request.
- 12.06
- Where the Company is contracted to provide services with prior notification from the client for a term to be defined, but not ongoing, it shall be deemed to be a temporary service contract. In such circumstances, the Company may propose a temporary averaged work schedule and consult with the Union prior to the implementation of such schedule. The Union agrees not to unreasonably withhold such request.

## **ARTICLE 13**      **MOVING OFFICERS**

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

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

13.03 Where the client directs the Company to remove a Security Officer (not including supervisory employees), in keeping with 13.02 above, and the removal is for non-disciplinary reasons, the Company will:

- (a) Assign the Security Officer to a site which has a vacancy and provides for the same rate of pay and hours of work.
- (b) If there are no vacancies available at the same rate of pay and hours of work, the Security Officer shall be able to exercise their seniority pursuant to Article 11.07. In this event, there shall be no reduction in the Security Officers hourly rate of pay or hours of work for the notice period as stipulated in the Employment Standards Code. Thereafter, the Security Officer's rate of pay and hours of work shall be governed by the site.

The provisions mentioned in this Article shall not apply if the removal from site is for disciplinary or culpable 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 four (4) hours at their regular hourly rate of pay.

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

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

15.02 It shall be the onus of the employee to take their rest periods and meal periods when possible and practical consistent with their responsibilities to the clients. Neptune Security management will attempt to negotiate with each client an arrangement which would allow the security officer their meal period and rest period, if

possible, away from their work station by way of replacement by one of the client's employees or by agreement to allow the officer site to be vacant during meal and rest periods. If the client is unwilling to negotiate terms as per above, only then will the officer be required to take their meal and/or rest periods at their work station at times as determined by the officer.

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

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

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

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

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

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

## **ARTICLE 16 OVERTIME**

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

### **16.02 No Compensating Time Off**

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

### **16.03 Reporting Pay**

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

**16.04                      Meal Period with Pay**

Any security officer required to work overtime beyond their 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 a thirteen (\$13.00) dollar meal allowance for said circumstances.

**16.05                      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 they wish to work the overtime and thereafter in decreasing order of seniority. If no employee volunteers to work the required overtime, the Company will request those officers that have received training on any specific site to work the required overtime. If no security officer that has been trained on a site is available, then the most junior officer currently assigned to said site will be required to work said overtime. If none of the above noted employees can be located to work the overtime, then the Company will have the right to fill such overtime shifts at its discretion.

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

**ARTICLE 17                      POSTING OF WORK SCHEDULE**

**17.01**                      The schedule of hours of work for each job site shall be posted in an appropriate place, if such a place exists on the work site. In respect to sites where the schedule is not posted, a copy shall be given to each officer each month upon employee request via email or as a hard copy.

**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 notice given by the client, and prior to the implementation of any major changes to work schedules. Major changes in the work schedule will include anything other than relief changes.

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

**18.01**                      All employees shall submit, on a company issued document, their hours worked for the current week no later than Thursday at noon. Any adjustments to hours worked on the Thursday must be resubmitted into the office no later than 10:00 am Friday morning. Failure to comply with this article will result in a forfeiture of rights under article 18.04.

**18.02**                      The Company agrees to continue the pay periods and paydays bi-weekly to be paid on Thursdays. For the purposes of this Article, a week shall commence



at 12:00:01 am Friday and end at 12:00:00 midnight Thursday. The Company shall pay each employee through direct deposit. A pay stub indicating all deductions made from the employee's paycheck, will be made available electronically to the employee.

18.03               The Company agrees not to make any deductions from the employee's paycheck unless the employee has specifically agreed in writing to same or in order to correct a legitimate payroll error or is 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 pay complaint form and all other supporting documents including a paystub, copies of any submitted timesheets and any other material that may assist in resolving the pay complaint. In the event that the employee was not paid correctly in an amount of fifty (\$50.00) dollars or more, the Company agrees to compensate that employee within two business days on a separate cheque. If the error is in an amount less than fifty (\$50.00) 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 contiguous to their normal working hours will be paid a minimum of four (4) hours at the applicable rate of pay.

19.03               Payment for meeting attendance as indicated above shall not include meetings required by management with an individual security officer to discuss performance related discipline. The Company, whenever possible, agrees to hold these performance related discipline meetings during the employee's working hours.

## **ARTICLE 20               RELIEVING RATES OF PAY**

### **20.01               Out of Scope**

                      If an employee who is assigned by the Company to relieve an employee excluded from the bargaining unit for a period of one (1) hour or more, shall receive a minimum of two (\$2.00) dollars per hour in addition to their regular hourly rate of pay for all time worked by such employee while so relieving.

### **20.02               In Scope**

An employee who is assigned to temporarily relieve a shift supervisor, site supervisor, or any other bargaining unit employee receiving a higher rate of pay for a period of four (4) hours or more, shall receive the higher rate of pay for said classification in the amount of the same pay the relieved employee is earning for all time so relieving provided they perform the duties of the higher paying position.

## **ARTICLE 21            ON-CALL PREMIUM**

21.01            In the event that Neptune Security is contracted to provide strike services at a particular site, any employee who is willing to and therefore assigned by a designated Company official in writing to be on-call and ready to return to work at a moment's notice, shall be paid three dollars and fifty cents (\$3.50) per hour for all such hours when the employee is designated to be on-call.

## **ARTICLE 22            PAY PREMIUMS**

22.01            Any security officer required to be on duty at a psychiatric isolation detention ward or any security officer required to guard a psychiatric patient in any location shall be paid an additional two dollars (\$2.00) per hour for all hours worked performing said function.

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

22.03            The Company agrees that all security officers assigned to work at shopping centres deemed by the Company and the Union to be of high crime risk will be paid a minimum of ninety (\$0.90) cents per hour more than the base wage rate provided for in Appendix A-1 of this Agreement. The Company and the Union will discuss which sites should be deemed high crime risk locations and if mutual agreement cannot be reached the matter may be referred to arbitration under the terms of this Collective Agreement.

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

For those duties the officer will be paid a minimum rate of two dollars (\$2.00) per hour above the wages under Appendix "A".

## **ARTICLE 23            COURT APPEARANCE / INVESTIGATIONS**

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

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

## **ARTICLE 24 VEHICLE USE**

24.01 When the Company demands a security officer to drive their personal vehicle to work sites outside of the city limits of Winnipeg said employee shall receive fifty-one (\$0.51) cents for each kilometer driven. This does not apply to employees who reside outside of Winnipeg and choose to work within the city or employees who reside and work in communities outside of Winnipeg.

24.02 In the event the Company decides to provide security officers with vehicles, said vehicles shall be in good condition, properly maintained and serviced, as specified by the manufacturer, in a safe driving condition, for all security officers required to utilize such vehicle in the discharge of their duties and/or responsibilities. An assigned Company vehicle will be considered as part of the assigned equipment.

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

### **24.04 Parking**

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

24.05 If authorized by the Company, when an employee uses their own vehicle for shelter while on the job, said employee shall be paid three dollars (\$3.00) per hour for all time utilizing their vehicle in addition to Article 24.01.

## **ARTICLE 25 TRANSFER - TRAVEL - REPORTING TO MAIN OFFICE**

25.01                    **Transfer Between Sites**

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

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

When a security officer is required to report to the main office before they begin their shift, or after the shift has ended, or while they are travelling from the main office to the site, or vice versa, or travelling from site to site, said security officer shall be paid a minimum of fifteen (15) minutes and a maximum of two (2) hours at regular pay for each occurrence. Such time shall be documented and approved by a designated Company official in advance.

**ARTICLE 26               SECURITY OFFICER'S LICENCE ACT**

26.01                    The Company will assist all Employees in ensuring that their licences are properly renewed on an annual basis. The Security Guards Licence Act requires that licence holders submit a "Criminal Records Check" every third year. The Company will pay for a Criminal Records Check. In the event the employee leaves within six (6) months after the yearly renewal date then the employee will have the criminal record check that was paid by the Company deducted from their final pay or vacation pay.

The Company will endeavor to conduct the Criminal Records Check on the employee's 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. It is the responsibility of the employee to ensure that the Criminal Records Check, Child Abuse Registry Check and any other supporting documentation along with the completed application shall be submitted to the company no later than thirty (30) days prior to the expiry of their licence. Failure to do so shall exempt the Company to pay any lost wages as a result of an employee having an expired licence and be unable to work.

26.02                    The Company shall not be responsible for paying any fine or penalty given to an employee by the Government for having an invalid Security Guard licence providing this is not contrary to the Act or unless said license is invalid due to an administrative error committed by the Company. This Article shall not apply to probationary employees.

## **ARTICLE 27**      **EQUIPMENT**

27.01                The Company agrees to supply such equipment as flashlights, radios, etc, in good working order where required and to make these available on each site for security officers at the start of their duties and responsibilities. A security officer shall sign for said equipment at the beginning of the shift and shall sign off at the end of each shift. Security officers will generally not be responsible for missing or damaged equipment (including keys), but all security officers will treat Company and client equipment with as much care as reasonably possible. The only time the security officer may be held responsible for equipment, radios, keys, etc., is when the Company has clearly proven after meetings with the employee and Union Representative, that said employee wilfully damaged or lost Company or client property.

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

### **27.02**                **Safety Shoes**

                         The Company agrees, on sites where it is required, to reimburse security officers for safety shoes and insoles to a maximum of two hundred and twenty-five (\$225.00) dollars once every twenty-four (24) months. Safety shoe reimbursement must be provided for by the Company prior to the officer's assignment to a site requiring same. Safety shoes should not be worn by the employees where they are considered to be off duty, unless they are going to or from work. The Joint Workplace Safety and Health Committee shall determine which sites require safety shoes. In the case of short-term temporary assignments only, toe caps will be provided in appropriate sizes and sufficient quantities.

27.03                In the event that the security officer's safety footwear is damaged beyond repair in a reportable accident or incident that caused, or had the potential to cause, injury to the foot or feet, the Company will reimburse the employee 100% of the cost of a new pair of safety footwear comparable in price and quality to the employees boots that were damaged in any such reportable accident or incident. In event an allowance is paid under this section, the allowance payable in 27.02 above shall be deemed to have been paid in accordance with that section and a subsequent allowance shall not be payable for another twenty-four (24) months.

27.04                The Company agrees to provide, at no cost to security officers, hard hats on sites where they are required.

## **ARTICLE 28**      **UNIFORMS**

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

One (1) patrol jacket/blazer, where required;  
Three (3) pairs of pants for full time employees;  
Two (2) pairs of pants for part time employees;  
Five (5) shirts for full-time employees;  
Three (3) shirts for part-time employees;  
One (1) tie, where required.  
Part time employees who have completed six (6) months of service and work five (5) days per week will receive one (1) additional shirt.

Such articles shall be in compliance with the Company standards as described in the Company policy on uniforms and shall be in good wearable condition. Uniform articles will be provided to the security officer prior to the officer performing their first shift. All such articles will be distributed to employees within a reasonable timeframe.

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

### **Footwear and Socks**

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

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

Head wear, parka, rain gear, Kevlar gloves, Kevlar vests, handcuffs and other site specific uniform articles.

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

### 28.04                      **Company Identification**

All articles of Company identification such as crest, badges, nameplates, uniforms as described in Article 28.01, 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 officer by the Company and the officers may be liable to meet all associated legal costs of such pursuit.

28.05 At the discretion of the Company, the Company will, as required, pay the cost of replacement of uniform articles that need replacement as described in 28.01. All such articles will be distributed to employees within a reasonable timeframe.

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

28.07 The Company agrees to pay for the dry-cleaning costs of winter parkas at least once per calendar year.

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

## **ARTICLE 29 STATUTORY HOLIDAYS**

29.01 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	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

Only employees working on Remembrance Day will be paid in accordance with the Remembrance Day Act.

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

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

to Company approval. In the event the employee chooses to take an extra day off with pay, the day off selected shall be subject to Company approval.

29.04 All part-time employees who qualify under Article 29.02 will receive wages for each statutory holiday(s) as indicated in Article 29.01, equivalent to five (5%) percent of their total wages earned, exclusive of overtime calculated on the basis of the dates on which they worked during the twenty-eight (28) calendar days immediately preceding the statutory holiday. Part-time employees required to work on a statutory holiday shall be paid as per Article 29.06.

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

29.06 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 plus (one and one-half (1½) times the overtime rate if applicable) for all hours worked on a statutory holiday and in addition, shall be paid their regular pay for the statutory holiday if they fall in accordance with the requirements specified in 29.02 above.

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

Requests shall be submitted twenty (20) days in advance and the Company shall respond within ten (10) days of the request.

### **ARTICLE 30 VACATION WITH PAY**

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

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

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



30.04 Any employee who, on April 30th of each year has less than ten (10) years of continuous service but more than five (5) will be entitled to fifteen (15) days per year of vacation with pay at six (6%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

30.05 Any employee who, on April 30th of each year has less than sixteen (16) years of continuous service but more than ten (10) years will be entitled to twenty (20) days per year of vacation with pay at eight (8%) percent of regular earnings for the previous twelve (12) month period ending April 30th.

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

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

30.08 **Vacation Consecutive**

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

30.09 **Vacation Entitlement Lists**

Employees must apply in writing, to the branch scheduler forty-five (45) days in advance of the time requested for any vacation request of more than five (5) days and twenty (20) days in advance of the time requested for any vacation request of less than five (5) days. 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 their first choice, they may re-apply using other days.

In the event the need arises for an employee to provide less than the required advance notice, each request will be looked at on a case-by-case basis. Subject to operational requirements, the granting of such requests shall not be unreasonably denied.

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

30.11                    **Vacation Pay During May of Each Year**

Employees' vacation pay shall be paid by direct deposit to a financial institution of the employee's choice by the 15th day of May of each year.

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

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

30.13                    **Payment in Advance**

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

30.14                    **Vacation Pay on Termination**

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

**ARTICLE 31            LEAVE OF ABSENCE**

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

31.02                    **Bereavement Leave**

- (a)            (a)            An employee shall be granted a leave of absence, without loss of pay, of up to four (4) days which can be taken non-consecutively, (not to exceed thirty-two (32) paid hours) if the employee was scheduled to work, in the event of the death of a spouse of the same or opposite sex (including common-law), child (including stepchildren and adopted children), parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or guardian (including stepparents and the latest foster parents) provided it is taken no longer than sixty (60) days following the death unless the Company approves a greater period. In such event an employee required to travel more than two hundred (200) kilometers outside Winnipeg to attend a funeral shall be granted up to an additional three (3) non-consecutive days of leave without pay subject to the provisions above.

- (b) An employee shall be granted a leave of absence without loss of pay of up to one (1) day and up to three (3) additional days without pay, if the employee was scheduled to work, in the event of the death, niece, nephew, aunt, uncle, or any other relative living with the employee at the time of death, not referred to above.

**31.03                    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 with pay for all scheduled hours, provided that the employee remits to the Company any monies received other than for reimbursement of expenses.

**31.04                    Others Leaves of Absence**

Upon request and subject to operational requirements, the Company will grant a personal leave of absence for an employee for up to four (4) months without pay when such request is for good and sufficient reasons. Such request will not be unreasonably denied. During such leave of absence, seniority shall be maintained, but shall not accrue.

**31.05                    Return to Work**

- (a) Other than for medical, compassionate, maternity, parental and/or adoption leaves of absence, an employee who wishes to resume their 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 them at the time such leave commenced, or an equivalent position if such positions exist. Otherwise, they will be placed on the spare board list.
- (b) An employee returning from such leave must notify the Company, in writing, at least ten (10) working days in advance of their intended date of return. If the employee wants to return to work sooner than the ten (10) days, working notice, the Employer agrees to schedule the employee as soon as reasonably possible.
- (c) When an employee returns from Workers Compensation, said employee shall be returned to their former site providing the employee demonstrates the ability to fully resume responsibilities for that site.

**31.06                    Family Responsibility Leave**

In the event of illness or injury occurring to an employee's spouse, parent, or child, the employee may request, and if so shall be granted, a leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The first two (2) days taken for such purpose during the calendar year shall be without pay. The additional three (3) days shall be paid out of an employee's sick pay accrual, if the employee has any banked sick time at the time of the family responsibility leave of absence. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent, or child.

### **31.07                    Additional Leaves**

The following additional leaves of absence shall be granted in accordance with The Employment Standards Code:

- a)        Parental Leave
- b)        Maternity Leave
- c)        Adoption Leave
- d)        Family Responsibility
- e)        Compassionate Care
- f)        Domestic Violence Leave
- g)        Critical Illness of a Child
- h)        Disappearance or Death of a Child
- i)        Organ Donation
- j)        Military/Reserve Duty

Upon request by an employee, the Company shall provide information about the eligibility for any such leave and its duration.

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).

## **ARTICLE 32            WAGES**

32.01                The hourly rate of pay for all employees in the bargaining unit assigned to work at regular pay sites will be as per Appendix A, and form part of this Agreement, provided that where an individual rate of pay is higher, such rate shall not be reduced by reason of this agreement.

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

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

32.04 Where an employee is assigned in accordance with this Agreement from a regular pay site to a special pay site, they will receive the special pay site rate of pay.

32.05 Where an employee is assigned in accordance with this Agreement from a special pay site to a regular pay site, they will receive the rate of pay applicable to the regular pay site.

32.06 In the event that the Company fails to pay an employee an increase in pay when it is due them either by moving from one level to another, or on the effective date of across-the-board increases, the Company agrees to pay said increase, retroactively to the date that the Company should have paid the increase up to a maximum of one (1) year.

## **ARTICLE 33 HEALTH AND SAFETY**

- 33.01 (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) Therefore, the Company and the Union agree to establish a Joint Workplace Safety and Health Committee. The committee shall be comprised of two (2) union worker reps, as chosen by the Union, two (2) non-union workers reps and up to an equal number of Management reps chosen by the Company. The committee shall meet monthly at a mutually convenient time and place, 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 fax or e-mail.

A worker and management Joint Health and Safety Committee rep will make every effort to conduct an inspection of at least one (1) site every second month, when possible. The Health and Safety Committee will contact the Company one (1) week prior to the intended date of the site inspection. This will allow the Company to contact the client to obtain permission for the committee to carry out their site inspection.

All reports pertaining to all incidents of injury or occupational illness incurred by any employee in question, will be provided to the committee. Any complaint issued to the Company by an employee regarding any health and safety matter will be forwarded to the Health and Safety Committee for review.

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

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

The Company shall provide the members of the Safety and Health Committee with yearly training related to their functions as committee members as per the Workplace Safety and Health Act.

- (c) The Company shall comply with applicable federal, provincial and municipal health and safety regulations.
- (d) Minutes of all health and safety meetings will be posted on the employee Bulletin Board within the Company office.

- 33.02
- (a) No security officer shall be disciplined or discharged for refusal to work on a site or in any workplace where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.
  - (b) In such circumstances, the employee must remain at or near the work site until a Workplace Health and Safety Inspector attends the site to give a determination. Other employees on the site must be advised of the safety concern. 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 agrees to ensure that when security officers are given additional duties or jobs which may increase the danger to their health by working in a toxic or other hazardous environment, that they shall immediately inform the security officer of the possible danger and shall give the security officer information and/or training and/or equipment regarding same.

### 33.03 **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.

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

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

33.06 Where required, the Company will ensure that post orders are posted and/or available at each site.

## **ARTICLE 34 SECURITY OFFICER'S SAFETY WHILE ON DUTY**

### 34.01 **Travel to Work**

The Company agrees to provide transportation where a security officer is required to start or terminate their shift between 0001 hours and 0600 hours, if they have no other mode of transportation available. The officer will be required to notify the Company at least eight (8) hours prior to the need for the ride and on condition this eight (8) hours' notice is given. The Company will attempt to provide transportation as soon as possible after the employee's quitting time.

In situations where an employee cannot access another mode of transportation and is unable to provide eight (8) hours' notice to the Company, the Company will provide transportation to said employee as soon as possible.

34.02 Any concerns at any sites related to the security duties or responsibilities shall be referred to the Health and Safety Committee in accordance with Article 33.01

34.03 In the interest of personal safety, an officer working alone on a site will follow the mandated Manitoba Workplace Safety and Health Act & Regulation.

## **ARTICLE 35 REPRIMANDS / DISCIPLINARY ACTION**

35.01 In order for a disciplinary action or discharge to be valid, a Union Representative must be present at any meeting with the Company and employee in question where discipline or discharge is being considered. A Union Representative or designate will be available to attend meetings at the Neptune Security Security offices within forty-eight (48) hours if the security guard is still assigned to the site or within twenty-four (24) hours if the security guard is no longer assigned to the site, of confirmed notification. The Company will contact the Union Representative in order to set a meeting time and place for meeting with the employee. At the sole discretion of the Company a phone or virtual meeting can be arranged giving the Union and employee the same forty-eight (48) hours of confirmed notification. The Union can choose if they want to also meet virtually or in person with the employee. If after said meeting discipline or discharge is being imposed the Company agrees to fax the Union office within forty-eight (48) hours of said meeting, a copy of the discipline or discharge notice. The Company agrees that any disciplinary action taken against an employee shall be removed from the employee's personnel file after eighteen (18) calendar months. Said disciplinary action cannot be used against the employee at a later date. Under no circumstances will a client hold a disciplinary meeting with a Neptune Security employee.

35.02 When an employee signs a field report given to them or signs any other disciplinary action document given to them by the Company, the Company agrees that it shall not be deemed that the said employee agrees with any of its contents.

35.03 An employee who has their Security Guard license suspended by the Manitoba Government for any reason shall be placed on suspension, up to a maximum of two (2) years, without pay until such time as their license is reinstated. During this period of suspension, and only for employees who are reinstated, there shall be no accumulation of benefits but seniority shall be maintained and will accrue. The Company will disclose any available information related to the matter to the Union and the Union reserves the right to pursue any other legal avenues of redress. There is no guarantee that the security guard will be placed back to the site they were at immediately prior to the license being revoked.



## **ARTICLE 36                    GRIEVANCE PROCEDURE / ARBITRATION**

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

### **36.02                    Information**

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

### **36.03                    Notice of Reprimand, Disciplinary Action to Employees**

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

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

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

36.06                    All grievances shall be submitted in writing.

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

### **Step One**

The grievance shall be submitted in writing, signed by the employee and the Union representative, to the individual designated by the Company to handle labour relations matters, setting out the grievance, the section(s) of the agreement alleged to have been violated, and the remedy or correction sought. The Company shall respond to the grievance, in writing, within seven (7) working days of receipt of the grievance.

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

36.08

### **Step Two**

The Union Representative or Representatives may take the matter up with the Neptune Security Area Vice President or designate. 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 Neptune Security Area Vice President or designate shall respond to the grievance in writing, within seven (7) working days of receipt of the grievance at Step Two.

36.09

### **Arbitration**

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

depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

- d. In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or reinstate the employee with full back pay, and without loss of seniority.
- e. The findings and decision of the arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.
- f. It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this section.
- g. The expenses of the arbitrator shall be shared equally by the Company and the Union.
- h. In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

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

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

36.12 Once the Union has received the Company's final response under Step Two of the grievance procedure, the Union will advise the Company within twenty (20) working days of its intent regarding the disposition of the grievance.

## **ARTICLE 37      LIE DETECTOR TESTS**

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

## **ARTICLE 38            TRAINING**

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

### **38.02                      Site Training**

The training on site shall also be considered as time worked.

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

Prior to an employee working on any specific site, said employee will be oriented to the site and will receive any specific training that is deemed appropriate for that site. Site training will be provided by a person competent to provide training for the site. Once a security officer has been assigned to a site, any additional training required by the client and/or the Company shall have its cost covered by the Company. Furthermore, any hours spent training shall be paid at the provincial minimum wage rate and not be counted as hours worked for the purpose of overtime calculation.

The Company will, on occasion, provide voluntary training to employees and if the employees so choose to take such training, it will be strictly on a voluntary basis and all the time spent taking such training will not be considered as time worked and will be unpaid.

## **ARTICLE 39            HEALTH AND WELFARE BENEFITS**

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

## **ARTICLE 40            EDUCATION TRAINING AND TRUST FUND**

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

## **ARTICLE 40            LABOUR / MANAGEMENT RELATIONS**

40.01                      A Labour / Management / Client Issues Committee shall be appointed consisting of Union designated employees, the Union representative, and representatives of the Company. The purpose of this Committee shall be to review any issues or matters affecting either the employees in their workplace, or client issues which have been noticed by security officers. The purpose of the Committee shall also include

as a goal and objective the improvement of services to client, to ensure that the client continues to be serviced by Neptune Security, and to deal with any issues related thereto. Matters of interpretation of the Agreement, collective bargaining or matters related to the grievance procedure or arbitration procedure shall not be subject of discussion at the Committee meetings.

40.02                      The Committee shall meet, if necessary, once every three (3) months.

40.03                      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.

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

40.05                      The time, date and location of the meetings shall be mutually agreed between the Union and the Company and time spent by security officers while on this Committee shall be paid by the Company as time worked. The Employer will cover the cost of wages of one union designated employee who attends JLM meetings.

#### **ARTICLE 41                      HARASSMENT ABUSE POLICY**

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

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

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

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

41.05 It is both the right and responsibility of any employee who believes that they have been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. In the event that the complainant and the alleged harasser are both members of the bargaining unit, the Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. In the event that the alleged harasser is a non bargaining unit member, the employer will investigate the complaint and report its finding to the union. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

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

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

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

41.09 Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the individual as a result of their having made a complaint or having provided evidence regarding a complaint.

## **ARTICLE 42 EXPIRATION AND RENEWAL**

42.01 This Agreement shall be in effect from ratification, and shall remain in force until December 31, 2025, and thereafter from year to year, but either party may,



## **Appendix "A" - Wages**

### **A-1 Wages**

<b>Security Guards</b>	<b>Wage Rate</b>	<b>As of October 1, 2022</b>	<b>As of April 1, 2023</b>
<b>Start Rate</b>	<b>\$12.50</b>	<b>\$13.50</b>	<b>\$14.15</b>
<b>After Probation</b>	<b>\$12.75</b>	<b>\$13.50</b>	<b>\$14.15</b>
<b>One Year after Probation</b>	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$14.15</b>
<b>Two Year's after Probation</b>	<b>\$13.25</b>	<b>\$13.50</b>	<b>\$14.15</b>
<b>Three Year 's after Probation</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$14.15</b>

Those who have four (4) years or more after their probation will receive an annual wage increase of twenty-five cents (\$0.25) for each year of employment.

Once an employee has four (4) years or more at \$13.75 per hour increases will be based on the negotiated increases by the client and will receive them each year of their Anniversary date after probation as illustrated in the grid above. At no point will an employee receive less than fifteen cents (.15) per hour on their fifth (5<sup>th</sup>) and subsequent years there after.

Employees who are at wage sites with a higher wage rate currently will hold their hourly rate.

### **Minimum Wage**

Unless otherwise provided for in the Collective Agreement at no time will the Employer pay below the Provincial Security Guard Minimum Wage (SMW). In a year when the SMW increases, Employees shall be entitled to the SMW or the scheduled increase, whichever is greater. These two increases will not pyramid.



**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.**

**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 36 Grievance and Arbitration.**

**B-4 All security guards working at special pay sites, will receive an increase in their wage rate annually as their client contract is renewed.**

In the event that the client contract does not provide for a wage increase, or in the event that the client contract provides for less than 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. 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.

<b>January 1, 2023</b>	<b>\$0.35 cents per hour</b>
<b>January 1, 2024</b>	<b>\$0.35 cents per hour</b>
<b>January 1, 2025</b>	<b>\$0.35 cents per hour</b>

All guards hired before December 1, 2021 who are covered under the previous percentage pay of special sites will maintain their current wage unless the Client Dictated Pay site is higher.

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"**

### **HEALTH AND WELFARE BENEFITS**

#### **C-1 Benefit Plan:**

Effective February 1, 2022, the Company will contribute ninety-five (\$0.95) cents per hour (plus any applicable sales tax) into the Union's Health and Welfare Fund. The Union is the sole administrator of all Health and Welfare monies.

All eligible employees must participate in the group benefit plan.

#### **C-2 Sick Days**

Every employee who has completed two (2) years of seniority, shall accumulate sick days with pay at the rate of four (4) hours per one hundred and sixty (160) hours worked up to a maximum of forty-eight (48) hours.

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

Sick day benefits commence on the second day of any sickness or accident not related to work. The Company retains the right to require an employee to provide a doctor's certificate for any leave due to illness or injury of greater than three (3) working days. The Company may also require a medical certificate for shorter absences in the case of repeat or patterned absences. The employee must provide the Company a minimum of four (4) hours' notice when calling in sick except in the event of unforeseen medical emergencies.

When an employee utilizes a sick day or days, their maximum number of days indicated above shall be reinstated based on the four (4) hours per one hundred and sixty (160) hours worked accumulation (i.e., an employee who has forty (40) hours in their sick bank and takes four (4) days sick leave, would now have eight (8) hours in their bank. Upon return to work, if they complete one hundred and sixty (160) hours worked, they will have twelve (12) hours back in their sick day's bank. After an additional one hundred and sixty (160) hours worked, they will have sixteen (16) hours, etc. (based on an eight hour per sick day pay out)

### **C-3 Workers Compensation Board**

- B-3.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.
- C-3.02 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they 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:


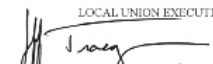
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832,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

“The Company shall retain in its employ within the Bargaining Unit as outlined in Article 1 of the Collective Agreement, only members of the Union in good standing.”

“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.”

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

Please complete a Membership Application immediately (sample below) and return it to your Company so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
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	DEPT. NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>Thereby, my application for membership in the United Food &amp; Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and my dues shall be used for the purposes of the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree that I am not authorized to represent the Union in any way other than through such local union as it may duly designate. United Food &amp; Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food &amp; Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union to protect my personal information with the 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.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 	

X \_\_\_\_\_

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-852-9832.