

EXPIRY DATE: JUNE 30, 2007

AGREEMENT BETWEEN:

INITIAL SECURITY SERVICES,
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 Initial Security, in the Province of Manitoba, employed as security guards, shift supervisors, MLRB Certificate No. 4378 and MLB Certificate No. 4717, save and except office staff, those above the rank of shift supervisor, and those working at the Inco location in Thompson, Manitoba.

ARTICLE 2 DEFINITIONS

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

2.02 **Mobile Security Guard:** A security guard as defined in 2.01 above with the exception that he or she is assigned to visit and patrol a number of client work sites during each scheduled work shift. Such duties require the use of a 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 guards, on-site discipline of security guards and other duties as assigned by the Company from time to time.

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

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

2.06 **Client:** The person, corporation, owner, agent, etc., that contracts the Company for security guard services.

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

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

ARTICLE 3 UNION SECURITY

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

Employees who are not Union members on the effective date of this

agreement shall not be required to become members of the Union, unless they do so on a voluntary basis.

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

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

3.02 The Company shall forward 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 letter.

ARTICLE 4 UNION DUES

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

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

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

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 **Recognition of Stewards** The Company agrees to recognize the

maximum of thirty-three (33) Union stewards elected or appointed by the Union from employees from the bargaining unit upon being notified in writing by the Union of the election.

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

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

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

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

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

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

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.

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

The Union agrees to reimburse the Company 42.7% above the employee's hourly wage rate.

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

- (a) **Monthly - names, addresses, S.I.N.'s phone #'s, seniority dates and terminations (including employees who quit or resigned).**
- (b) **Every three (3) months - site employee works at, information regarding wages and benefits which are in addition to negotiated benefits.**

5.07 **Access to Personnel File** Upon written request, the employee shall be given the opportunity, at a mutually convenient time between the employee and the Company, to examine any document which is placed in his/her personnel file, including but not limited to, field reports involving alleged breach of Company rules and regulations, and documents which may be utilized to substantiate disciplinary action against him, but excluding any document which may be deemed by the Company as confidential between the Company and the client. The employee's reply to any document within the personnel file shall also be placed in the personnel file. Upon written request, the Company shall, within a reasonable period of time, provide the employee with an exact copy of any document that

he is entitled to review in his personnel file. The Company shall keep only one personnel file per employee.

5.08 **General Orientation** The Company agrees to provide the Union representative with not less than seven (7) calendar days notice of new employee training sessions at which the Union representative will be allowed not less than thirty (30) minutes as a general orientation period for the familiarization of the employees in the bargaining unit, the general conditions and responsibilities with respect to this Collective Agreement and to the Union.

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

- (a) The Company and the Union recognize that the Company does not own or control the work sites of its clients. Pursuant to the provisions of the Labour Relations Act, duly authorized full-time **Union representatives/shop stewards** shall be entitled to visit the job sites of the purpose of communicating with the employees in the unit. The **representative/shop steward** shall only have access to those sites and areas, and during those times the general public would normally have access to. In those sites or situation where the general public does not have access, the Company agrees to provide the telephone number where the security guard on duty may be reached or alternatively give access to the **Union representative/shop steward** to the Company's communication network for the purpose of a brief discussion only. 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 5 minutes unless prior approval of the Company has been obtained.

- (c) The Union agrees to notify the Company, in advance, of its attendance at specific work sites, and when practical, one day prior to such visit.

- (d) The Union agrees that in any matter affecting the health and safety of an employee, or other matters involving the Company's client, that the matter shall first be raised and discussed with the Company

representative designated to handle labour relations matters.

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

ARTICLE 6 MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 7 CONTRACTING OUT

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

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

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

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

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

8.01 Employees of the Company outside of the bargaining unit shall not perform bargaining unit work except in the case of urgency, investigation, inspection or instruction.

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

ARTICLE 9 STRIKES AND LOCKOUTS

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

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

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

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

the Union with the new seniority dates including dates used to calculate the new seniority date within fourteen (14) days of rehire.

11.03 **Site Seniority**

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

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

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

11.05 **Notice to Union Full-time Positions** The Company agrees to

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

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

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

- (a) The Union recognizes that the client may at times dictate which specific security guard they require to work at their site. When this occurs, the Company will request from the client their preference in writing. The Union recognizes that clients are not under any obligation to provide their preference in writing, but every reasonable effort will be made by the Company to obtain the client's preference in written form. Regardless, all jobs will be filled in accordance with (b) below.
- (b)
 - (i) **All positions vacated by a security guard, mobile officer or shift supervisor or any newly acquired position, shall be posted on the job posting phone line. The job posting line shall be updated at least once a week commencing on Mondays (unless statutory holidays - then it will be on Tuesdays) and remain on the line for a minimum of five (5) days.**
 - (ii) **The job posting line number shall be made available to all guards and the Union.**
 - (iii) **The job posting line shall state site name, site location, shift times and days of work if known. Details on minimum qualifications, pay rate and site specifics shall be available to guards when they phone the Company regarding the posting.**
 - (iv) **Minimum qualifications for sites shall be agreed upon and set mutually by the Company and the Union. A yearly review will take place by no later than March 31st of each year. Information on new sites and changes to current sites will be agreed upon within five (5) days of occurrence.**
 - (v) **If the job posting line is not updated as per Article 11.07 (b)(i),**

the Company will post sites on the next applicable update. Guards will have the right to bid on jobs regardless of the Company filling vacancies.

Employees who meet the minimal qualifications (to be mutually agreed to in advance by the Company and the Union) will be awarded said positions in accordance with seniority with the most senior applicant being given the first right of refusal, subject to 11.07 (a) above.

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

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

- (c) No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated to the date of leaving the bargaining unit but will not accumulate further seniority. Such employee shall have the right to request to return to his former position within the bargaining unit within ninety (90) calendar days of transfer outside the bargaining unit. Upon such request, providing that the employee has the required qualifications for that particular job, the employee shall, as soon as reasonably practical thereafter, be returned to his former position or other like position and wage. If the former position or similar position is not available, the employee is subject to 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 guard be retained at their site. **Guards can bump due to (1) loss of site, (2) being bumped by a senior guard, (3) client removal for non-disciplinary reasons, (4) return from approved leave of absence or (5) loss of position on a site.**
- (b) The Company shall notify employees whose position is to be eliminated due to the loss of work at a specific site or the loss of the entire site at least five (5) working days prior to the effective date of termination of the position. Such employee will be entitled to bump junior employees at other sites in order to maintain employment **and status**. The Company will meet with the affected employee and their Union representative as quickly as possible after notification in order to allow the employee to review options and make an informed decision where they wish to bump into. The parties will attempt to place the security guard into an alternate site where said guard will not lose any days of pay, but in no event, will the placement, or bumping take more than five (5) working days (no more than five (5) unpaid days). If an employee is not slotted into their new position within said five (5) working days, the Company will provide payment in lieu of work. During the up to five (5) days waiting period, the employee will be entitled to be on top of the spare board list if they so desire.
- (c) The Company shall generally give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Company informed of the employee's present address or location where he may be reached. The employee who fails to do so shall forfeit his right of recall.
- (d) If, within one (1) calendar day from the receipt of such notice, the employee accepts the recall, the job will be held open for one (1) calendar day from the day of the employee's acceptance. In the event that such recalled employee is employed elsewhere at the time of recall, the Company will hold the position vacant for two (2) weeks if the Company has received appropriate advance notice from its client.

- (e) In circumstances where the Company must fill vacant positions without delay, the Company shall give notice of recall by telephone until able to find a qualified employee who is prepared to report to work immediately.
- (f) If the employee declines the position, or fails to respond to the notice within one (1) calendar day from the date of receipt of the original notice, or fails to report to work within the time period outlined above, such employee shall be considered to have resigned and shall forfeit his recall rights. Should such employee be prevented from returning to work due to illness or accident he shall retain his recall rights and the Company shall be at liberty to recall another employee. The employee shall be required to show proof of such illness or accident.

11.09 **Scheduling Part-time/Casual Work** Temporary work, or shifts or extra hours that become available shall first be offered to employees who have not been scheduled full-time hours in accordance with seniority, provided the employee has the minimum qualifications and site training to be able to perform the job in question. The only exception to this provision is if the client specifies that the work must be given to existing employees on the site, or when there are employees on the recall list.

ARTICLE 12 HOURS OF WORK

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

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

12.03 A part-time employee is an employee who is scheduled to work less than thirty-five (35) hours per week.

12.04 **Averaged Work Schedule**

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

the Company and the Union. The Company agrees not to assign any employee to an averaged work schedule unless the employee agrees to the assignment.

- (b) The Union agrees that sites that have current averaged work schedules shall be maintained providing the Union satisfies itself that a majority of employees on these sites have voluntarily agreed to same. The Company and the Union shall establish a list of present sites where hours of work are averaged, for identification purposes, consistent with the wording contained in this section. **The above-mentioned list shall be reviewed and permits renewed by February 15th of each year.**
- (c) The Company agrees to consult the Union on sites proposed to be averaged or when revisions to existing averaged work schedules are required. At the request of the Company, the Union agrees to propose such requests to employees assigned to the applicable work site. The Union agrees not to deny an averaged work schedule when the majority of employees assigned to the site favour the averaged work schedule.
- (d) The Company reserves the right to terminate an averaged work schedule if contractual conditions change or at the request of the client.

12.05

- (a) Where the Company is contracted to provide services without prior notification from the client, it shall be deemed to be an emergency situation or situation of urgency. In such circumstances, the Company shall have the right to average the work schedule, providing such schedule does not exceed seventy-two (72) hours in duration. The Company agrees to advise the Union of such circumstances.
- (b) In the event that the duration of the service is to exceed seventy-two (72) hours, the Company will consult with the Union on the continuation of this averaged work schedule. The Union agrees not to unreasonably withhold such request.

12.06

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

ARTICLE 13 MOVING GUARDS

13.01 The Union recognizes that the client has the ultimate authority to decide which guard they shall employ on their specific site and therefore exceptions may be made under **Article 11.07 and 11.08**, only when the Company provides the Union the specific written reasons received from the client when they request for the removal of a security guard or have denied a security guard to transfer or bump into the client's site.

13.02 In circumstances where the client has made a request for a change in specific personnel at his site which results in layoff or transfer of certain employees then such request shall be complied with. The affected employee will be reassigned to another site consistent with Section **11.08**.

13.03 Wherever the Company moves security guards (not including supervisory employees) in keeping with **13.02** above, the reassignment will not result in the employee's hourly rate of pay being reduced during their employment with the Company unless they voluntarily bid for and receive a position of a lower pay rate as per Article **11.08**. The provisions mentioned in this Article shall not apply and there shall be no transitional pay provision if the removal of the security guard from the site is for conduct warranting discipline more serious than a verbal reprimand.

ARTICLE 14 CALL-IN PAY

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

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

ARTICLE 15 MEAL AND REST PERIODS

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

the shift.

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

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

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

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

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

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

15.05 Employees who work three (3) hours or more, but less than five (5) hours, shall receive one (1) fifteen (15) minute rest period with pay.

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

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

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

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

16.05 **Meal Period with Pay** Any security guard required to work overtime beyond his scheduled hours of work in any one day and who works a minimum of two (2) hours overtime, shall, in addition to the required hourly rate of pay be given an **eight (\$8.00) dollar** meal allowance for said circumstances.

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

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

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

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

ARTICLE 17 POSTING OF WORK SCHEDULE

17.01 The schedule of hours of work for each job site shall be posted in an appropriate place, if such a place exists on the work site, **fourteen (14) days in advance** for a four-week period. Where an appropriate place does not exist, the schedule will be posted in the Company's place of business. **In respect to sites where the schedule is not posted, a copy shall be given to each guard each month upon employee request.**

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

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

17.02 The Company agrees to advise the Union **within ten (10) days** or as **soon as operationally possible**, in advance of implementation of major changes to work schedules.

ARTICLE 18 EMPLOYEES' RECORD OF TIME WORKED AND PAY DAY

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

- (a) If the employee is assigned to a work site where all the work shifts are supervised, he must "book on" before commencing his shift and "book off" at the end of his shift by reporting to the supervisor. The shift supervisor will record all hours worked.
- (b) If the employee is assigned to a work site where all work shifts are not supervised, the employee will "book on" and "book off" with the supervisor on the supervised work shifts and through the Company Central Dispatch on the unsupervised work shifts.
- (c) **All employees commencing a shift at a work site, must "book on"**

from the site by calling the Company Control Centre at least 10 minutes before the commencement of his/her shift. If unable to reach the Control Centre within ten (10) minutes the employee shall notify the “live”operator using the telephone number provided by the Company.

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

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

18.02 The Company agrees to continue the pay periods and paydays bi-weekly. The Company shall pay each employee through direct deposit. A pay stub indicating all deductions made from the employee's paycheque will be mailed or delivered to the employee by the Company.

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

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

18.05 Where an employee has left the employment of the Company without two weeks' notice to the Company, the Company will remit all outstanding pay and benefits to the Manitoba Labour Board for forfeiture processing.

18.06 The Company agrees to pay each employee through a direct bank deposit in the branch of the employee's own choice, on a biweekly basis. The Company agrees to deliver to the work site or mail no later than the day before the payday, a detailed pay stub indicating all the deductions made from the employee's pay as well as the amount

of net pay deposited in his or her bank account.

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

ARTICLE 19 PAYMENT FOR MEETING ATTENDANCE

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

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

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

ARTICLE 20 RELIEVING RATES OF PAY

20.01 **Out of Scope** An employee who is assigned by the Company to relieve an employee excluded from the bargaining unit for a period of **one (1) hour** or more, shall receive a minimum of one (\$1.00) dollar per hour in addition to their regular hourly rate of pay for all time worked by such employee while so relieving.

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

ARTICLE 21 ON-CALL PREMIUM

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

employee is designated to be on-call.

ARTICLE 22 HAZARD PAY

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

22.02 Any security guard assigned to guard prisoners for law enforcement agencies, shall be paid an additional **one dollar and forty (\$1.40)** cents per hour for all hours worked performing said functions.

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

22.04 The Company agrees to pay an additional seventy-five (75¢) cents per hour as hazard pay to security guards assigned to work at shopping centres deemed by the Company and the Union to be of high crime risk (any site receiving seventy-five (75¢) cents or more per hour above the rates identified in category A in Appendix A-1.01 would not be entitled to this hazard pay premium). The Company and the Union will discuss which sites should be deemed high crime risk locations and if mutual agreement cannot be reached the matter may be referred to arbitration under the terms of this Collective Agreement.

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

For these duties the Officer will be paid a minimum rate of \$10.00 per hour. Wage increases shall be as per Appendix A-2 (B).

22.06 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 \$9.25

per hour. Wage increases shall be as per Appendix A-2 (B).

ARTICLE 23 COURT APPEARANCE / INVESTIGATIONS

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

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

ARTICLE 24 VEHICLE USE

24.01 When the Company requires a security guard to use their own vehicle to perform patrols or other duties required by the Company or if the security guard is required to drive to work sites (outside of the perimeter highway-Winnipeg only), said employee shall receive **thirty-six (36¢) cents** for each kilometre driven. This does not apply to employees who reside outside of Winnipeg and choose to work within the city or employees who reside and work in communities outside of Winnipeg.

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

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

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

24.05 When an employee uses their own vehicle for shelter while on the job, said employee shall be paid two dollars and fifty (\$2.50) cents per hour from **May 1st to September 30th inclusive and three (\$3.00) dollars from October 1st to April 30th inclusive** for all time utilizing their vehicle in addition to Article 24.01.

ARTICLE 25 TRANSFER - TRAVEL - REPORTING TO MAIN OFFICE

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

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

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

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

ARTICLE 26 SECURITY GUARD'S LICENCE ACT

26.01 **The Company will ensure that all licences are renewed for all current employees on an annual basis prior to March 31st of each year. The Security Guards Licence Act requires that licence holders submit a “Criminal Records Check” every third year. Each employee will be required to obtain and pay for Criminal Records Check out of their own funds, in order to maintain proper licencing.**

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

The Company will endeavor to conduct the Criminal Records Check on the employees behalf or if not possible, then the employee will be allowed

time off without pay during their day shift only to obtain their Criminal Records Check.

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

26.02 The Company shall be responsible for paying any fine or penalty given the guard for having an invalid licence providing this is not contrary to the Act.

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 guards at the start of their duties and responsibilities. A security guard shall sign for said equipment at the beginning of the shift and shall sign off at the end of each shift. Security guards will generally not be responsible for the cost of missing or damaged equipment (including keys), but all security guards will treat Company and client equipment with as much care as reasonably possible. The only time the security guard may be held financially responsible for equipment, radios, keys, etc., is when the Company has clearly proven after meetings with the employee and Union Representative, that said employee willfully damaged or lost Company or client property.

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

27.02 **Safety Shoes** The Company agrees, on sites where it is required, to provide a pair of shoes at no cost to security guards, to a maximum of once a year if required. Safety shoes must be provided for by the Company prior to the guards assignment to a site requiring same. Safety shoes should not be worn by the employees where they are considered to be off duty, unless they are going to or from work. The Joint Workplace Safety and Health Committee shall determine which sites require safety shoes.

27.03 The Company agrees to provide, at no cost to security guards, 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;	Two (2) shirts for part-time employees;
Two (2) pairs of pants or skirts;	One (1) tie.
Three (3) shirts for full-time employees;	

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

New employees will be deducted a maximum of **two hundred and fifty (\$250.00) dollars** divided over **fifteen (15)** consecutive pay periods, as a deposit for the above articles that form the basic Company uniform.

The Company shall reimburse said **two hundred and fifty (\$250.00) dollars** to the employee after **twelve (12)** months of continuous service. If the guard leaves the employ of the Company before **twelve (12)** continuous months of employment, the Company will reimburse to the security guard whatever amount has been previously deducted from the security officer, less any amount deducted for missing articles of clothing not returned by the security guard.

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

Footwear, Socks, Leather Dress Belt.

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

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

Head wear, parka, rain gear, 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 28.01, shall remain the property of the Company and shall be returned by the employee upon termination of employment. Replacement costs of such articles not returned shall be deducted from the employee's

final pay cheque. The Company has the right to pursue legal action to recover all unreturned articles of uniforms and equipment provided to the guard by the Company and the guards may be liable to meet all associated legal costs of such pursuit.

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

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 immediately by the Company.

28.07 Maintenance and care of uniforms will be the responsibility of the employees. On a monthly basis (twice per month for special sites jointly defined by the Company and the Union) the Company will provide each full-time employee with a voucher for dry cleaning of the uniform at a designated dry cleaning firm. For part-time employees who have worked during that month, the Company, upon request, will provide a voucher for dry cleaning of the uniform at a designated dry cleaning firm. 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.

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

ARTICLE 29 STATUTORY HOLIDAYS

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

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

- (b) Remembrance Day is not a statutory holiday. Only employees who work on Remembrance Day will be paid double time for all hours worked.

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 **29.01** equivalent to their average daily earnings exclusive of overtime calculated on the basis of the dates on which they worked during the thirty (30) calendar days immediately preceding the statutory holiday. Part-time employees required to work on a statutory holiday shall be paid as per Article **16.01**.

29.05 In the event that a security guard works in a location where a statutory holiday occurs which is not recognized in this agreement, and the client closes its business for that day, and the security guard, had that not been the case, would have normally worked on that day, said security guard 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 forty-five (45) days in advance and the Company shall respond within ten (10) days of the request.

ARTICLE 30 VACATION WITH PAY

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

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

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

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

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

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

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

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

30.09 **Vacation Entitlement Lists** The Company agrees to post a list of employees' number of weeks entitlement by February 1st of each year to enable employees to write in their preferred vacation time. They must do so by March 1st of each year **or forty-five (45) days in advance of time requested.** The Company shall then post a finalized vacation schedule by April 1st which cannot be changed by the Company except at the request of the employee or by the Company in the event of emergency situations subject to Article 30.09. In the case of employees at a particular site selecting the same vacation periods, Company seniority shall prevail and management, after discussion with the employees concerned, shall reassign another vacation time to the junior employee. Where an employee fails to indicate his preference within the specified time frames, the Company shall have the right to schedule said employee's vacation.

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

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

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

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

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

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

30.16 **Part-Time Employees' Vacation Pay During May of Each Year**
Part-time employees' vacation pay shall be paid by direct deposit to a financial institution of the employee's choice by the 31st day of May of each year.

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

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

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

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

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

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 within seven (7) days of receipt of the request.

31.02 (A) **Maternity Leave**

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

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

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

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

(B) **Parental Leave**

1. **Entitlements**

Every employee

(a) who,

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

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

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

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

is entitled to, and shall be granted parental leave, consisting of a

continuous period of up to thirty-seven (37) weeks.

2. **Commencement of Leave**

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

3. **Late Application for Parental Leave**

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

4. **Reinstatement of Employee**

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

5. **E.I. Benefits**

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

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

7. Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

8. If the Employment Standards Code changes in the province of Manitoba to allow for time off for maternity/parental leave, the Employer agrees to abide by the new regulations.

31.03 **Paternity Leave** Each male employee shall be granted a two (2) day paternity leave of absence with pay **and up to ten (10) additional days without pay**, which shall be taken within seven (7) calendar days following the birth of his child. Said male employee shall also be entitled up to an additional seven (7) calendar days off without pay if he so desires. Paternity leave shall be in addition to any parental leave the employee may be entitled to.

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

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

31.06 **Bereavement Leave**

- (a) An employee shall be granted a leave of absence, without loss of pay, of up to three (3) consecutive days (not to exceed twenty-four (24) paid hours) if the employee was scheduled to work, in the event of the death of a spouse (including common-law), child (including stepchildren and adopted children), parent, **grandchild**, brother, sister, brother-in-law, sister-in-law, or guardian (including stepparents and the latest foster parents). In such event an employee required to travel more than two hundred (200) kilometres outside Winnipeg to attend a funeral shall be granted up to an additional three (3) consecutive days of leave without pay.

- (b) An employee shall be granted a leave of absence without loss of pay of up to one (1) day **and up to three (3) additional days without pay**, if the employee was scheduled to work, in the event of the death of grandparent, mother-in-law, father-in-law, niece, nephew, aunt, uncle not referred to above.

31.07 **Jury Duty** An employee who is required by law to serve as juror or subpoenaed witness in any Court of Law shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Company any monies received other than for reimbursement of expenses.

31.08 **Other Leaves of Absence** Upon request the Company will grant a personal leave of absence for an employee for up to six (6) months without pay when such request is for good and sufficient reasons. During such leave of absence, seniority shall be maintained, but shall not accrue.

31.09 **Return to Work**

- (a) Other than for **medical, compassionate**, maternity, parental and/or adoption leaves of absence, an employee who wishes to resume his employment on the expiration of an authorized leave of absence, in accordance with this section, will be reinstated by the Company in the position occupied by him at the time such leave commenced, or an equivalent position if such positions exist. Otherwise, he will be placed on the spare board list.
- (b) An employee returning from such leave must notify the Company, in writing, at least five (5) working days in advance of their intended date of return.
- (c) When an employee returns from Workers Compensation, said employee shall be returned to their former site providing the employee demonstrates the ability to fully resume responsibilities for that site.

31.10 **Family Responsibility Leave** In the event of illness or injury occurring to an employee's spouse, parent, or child, the employee may request, and if so shall be granted, a leave of absence or absences which shall not exceed five (5) working days in total per calendar year. 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.

31.11 **Military/Reserve Duty**

At any time an employee who is in the military reserves and is called to duty or is otherwise called to military duty, said employee will be granted time off without pay and shall continue to accrue seniority while required to perform said duties.

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

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 as related to a regular pay site within the bargaining unit, the Company will establish an appropriate wage rate for that new classification and will advise the Union. If the Union disagrees and the wage rate cannot be resolved through discussion, at the request of either party, the matter may be submitted to arbitration in accordance with Article 36.09 of this Agreement.

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

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

32.06 In the event that an employee is assigned from a regular pay site to a special pay site, the Company will assign senior employees on the basis of the provisions outlined in Article **11.08 (b)** of this Agreement.

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

ARTICLE 33 HEALTH AND SAFETY

33.01 (a) The Company and the Union recognize the necessity to maintain a 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 **five (5)** employees, as chosen by the Union and up to an equal number of members chosen by the Company. The committee shall meet monthly to discuss safety problems and issues with a view to rectifying same.

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

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

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

(c) The Company shall comply with applicable federal, provincial and

municipal health and safety regulations.

- (d) Minutes of all health and safety meetings will be distributed to all sites for the review by all members.

33.02

- (a) No security guard shall be disciplined or discharged for refusal to work on a site or in any workplace where he or she has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations.
- (b) In such circumstances, the employee must remain at or near the work site until a Workplace Health and Safety Inspector attends the site to give a determination. Where it has been determined that the workplace is unsafe, the employee shall not suffer loss of pay.
- (c) If there is any dispute in the application of this section, such dispute shall be resolved through the process identified in the provincial Workplace Health and Safety Act and not through the grievance/arbitration process.
- (d) The Company agrees to ensure that when security guards are given additional duties or jobs which may increase the danger to their health by working in a toxic or other hazardous environment, that they shall immediately inform the security guard of the possible danger and shall give the security guard information and/or training 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.**

ARTICLE 34 SECURITY GUARDS' SAFETY WHILE ON DUTY

34.01 Travel to Work

The Company agrees to provide transportation where a security guard is required to start or terminate their shift between 0001 hours and 0600 hours, if they have no other mode of transportation available. The guard will be required to notify the Company at least eight (8) hours prior to the need for the ride and on condition this eight (8) hours' notice is given, the guard will not be required to wait longer than fifteen (15) minutes past their quitting time to receive a ride. If a guard is required to wait longer than fifteen (15) minutes they will be paid for all time required to wait at their regular rate of pay limiting the waiting period to when public transportation is available.

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

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

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

ARTICLE 35 REPRIMANDS / DISCIPLINARY ACTION

35.01 In order for a disciplinary action or discharge to be valid, 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 Initial Security offices within forty-eight (48) hours of notification. The Company will contact the Union Representative in order to set a meeting time and place for meeting with the employee. If after said meeting discipline or

discharge is being imposed the Company agrees to fax the Union office within forty-eight (48) hours of said meeting, a copy of the discipline or discharge notice. The Company agrees that any disciplinary action taken against an employee shall be removed from the employee's personnel file after eighteen (18) calendar months. Said disciplinary action cannot be used against the employee at a later date.

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

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

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

ARTICLE 36 GRIEVANCE PROCEDURE / ARBITRATION

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

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

36.03 **Notice of Reprimand, Disciplinary Action to Employees** The Company agrees, when submitting written notices of warning, disciplinary action or

dismissal, to give a copy to the employee concerned with a reason for same in full, and to send a copy to the Union office.

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

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

36.06 All grievances shall be submitted in writing.

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 their immediate supervisor who is outside of the bargaining unit, setting out the grievance, the section(s) of the agreement alleged to have been violated, and the remedy or correction sought. The supervisor 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 Company official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) working days of the date the union received written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

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

Arbitration

- a. Should the grievance not be resolved at Step Two, it may be referred by either party, to a single arbitrator, by notice in writing to the other party within ten (10) working days of receipt of the Step Two response. Such notice shall indicate three (3) nominees to act as arbitrators. The respondent party shall reply, in writing, indicating its choice of three (3) nominees to act as arbitrators within five (5) days of receipt of the above notice. If the parties fail to agree upon an arbitrator from the six nominees within a further five (5) day working period, the chairperson of the Manitoba Labour Board shall be requested to appoint one.
- b. The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to reach a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision within thirty (30) calendar days from the last day of the hearing.
- c. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- d. In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or reinstate the employee with full back pay, and without loss of seniority.
- e. The findings and decision of the arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.
- f. It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any

grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this section.

- g. The expenses of the arbitrator shall be shared equally by the Company and the Union.
- h. In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

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

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

ARTICLE 37 LIE DETECTOR TESTS / DRUG TESTING

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

37.02 The Company agrees that it will not ask any employees to take any medical test to determine whether the employee is using non-prescription drugs. The Union agrees, however, to cooperate with the Company in resolving any problem when the Company suspects, or has proof, that an employee is using non-prescription drugs.

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

ARTICLE 38 TRAINING

38.01 In order to develop the highest degree of professionalism, efficiency, motivation, and client satisfaction of Security guards, the Company agrees to provide the

training necessary to ensure the above. The Company will provide the Union with a list of the programs currently in force and will inform the Union of any changes to this list of training programs in the future.

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

38.02 **Basic Theory Training** The Company agrees to provide basic theory training, as per current practice, to new applicants.

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

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

Prior to an employee working on any specific site, said employee will be oriented to the site and will receive any specific training that is deemed appropriate for that site. Site training will be provided by a person competent to provide training for the site.

Employees who are on the seniority list shall not have their pay reduced during the training period by no more than one seniority level lower than their current level.

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

38.05 **Voluntary Training**

The Company will continue to provide training, either classroom or through self-study on its Certified Security Officer (CSO) training program which is currently recognized as “Qualified Product” with the Canadian General Standards Board (CGSB). This program, in the self-study format, will be offered to all employees who do not currently hold the certification and employees will be entitled but not required to take

such course.

ARTICLE 39 HEALTH AND WELFARE BENEFITS

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

ARTICLE 40 EDUCATION AND TRAINING TRUST FUND

40.01 Effective the start of the pay period following **July 1, 2006**, the Company shall **increase its contribution from three (3¢) cents per hour to four (4¢) cents per hour** for each hour worked by all employees in the bargaining unit into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

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

ARTICLE 41 LABOUR / MANAGEMENT RELATIONS

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

41.02 The Committee shall meet as often as every two (2) weeks, if necessary, but not less than once a month.

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

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

41.05 The time, date and location of the meetings shall be mutually agreed between the Union and the Company and time spent by security guards while on this

Committee shall be paid by the Company as time worked.

ARTICLE 42 HARASSMENT ABUSE POLICY

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

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

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

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

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

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

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

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

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

ARTICLE 43 EXPIRATION AND RENEWAL

43.01 This Agreement shall be in effect from July 1, **2004**, and shall remain in force until June 30, **2007**, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

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

SIGNED THIS DAY OF , 2004.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX A

WAGES

A-1 **Wages**

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	
	<u>Oct. 3/04</u>	<u>Dec. 1/05</u>	<u>Jan. 1/07</u>	
(A) Security Guards - General Sites				
<u>Company Seniority</u>				
0 - 6 months	7.85	7.95	8.05	
6 - 12 months	8.10	8.20	8.25	
12 - 18 months	8.30	8.40	8.50	
18 - 24 months	8.50	8.60	8.70	
24+ months	8.70	8.80	8.90	
Security Guards - Health Care Sites				
<u>Company Seniority</u>				
0 - 6 months	7.95	8.05	8.15	
6 - 12 months	8.20	8.30	8.40	
12 - 18 months	8.40	8.50	8.60	
18 - 24 months	8.60	8.70	8.80	
24+ months	8.80	8.90	9.00	
(B) Shift Supervisors	9.35	9.45	9.55	

(C)	Power Engineers	11.15	11.25	11.35
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(D)	Mobile Patrol			
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	<u>Company Seniority</u>			
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	0 - 6 months	8.75	8.85	8.95
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	6 - 12 months	9.70	9.80	9.90
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	12+ months	9.95	10.05	10.15
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(E)	Bars/Bike Patrol			
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	<u>Company Seniority</u>			
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	0 - 6 months	8.55	8.65	8.75
--	--------------	-------------	-------------	-------------

	6 - 12 months	8.85	8.95	9.05
--	---------------	-------------	-------------	-------------

	12 - 18 months	9.10	9.20	9.30
--	----------------	-------------	-------------	-------------

	18 - 24 months	9.35	9.45	9.55
--	----------------	-------------	-------------	-------------

	24 + months	9.65	9.75	9.85
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A-2 (a) All employees on the payroll on the above dates shall get not less of an hourly wage increase than the above across the board increase.

(b) For the purpose of the hourly wage schedule in A-1 a special pay rate site employee shall be defined as an employee whose hourly rate of pay is higher than the 24 month rate as indicated in A-1.

The Company will provide an increase of thirty (30¢) cents per hour to all special pay site employees where the current contract is renewed on **January 1st, 2005**. At sites that are renewed later during the year, the Company will provide a thirty (30¢) cent increase to all employees on the anniversary of that contract, but no later than **June 1st, 2005**. The Company will also increase the pay rates thirty (30¢) cents an hour on all special pay sites in **2006** upon the contract renewal anniversary date, but no later than **June 1st, 2006**. **The Company will also increase the pay rates thirty (30¢) cents per hour at all special pay sites in 2007 upon the contract renewal anniversary date, but no later than June 1st, 2007.**

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

A-3 **Classification Definition**

1. **Security Guard Level V** is a security guard who has completed less than six (6) months of service.

2. **Security Guard Level IV** is a security guard who has completed less than twelve (12) months of service but more than six (6) months of service.
3. **Security Guard Level III** is a security guard who has completed twelve (12) months but less than eighteen (18) months of continuous service and has completed the Initial Advance Security Guard Certification as per Company training program, unless there is an identified, documented performance problem in existence which has been reviewed with the employee and he has been given the opportunity to correct same and the Union has been so advised. Promotion to this level will not be delayed beyond **forty-five (45)** calendar days as a result of this problem.
4. **Security Guard Level II** is a security guard who has completed eighteen (18) months but less than twenty-four (24) months of continuous service and **has previously qualified in the Initial Advance Security Guard Certification.**
5. **Security Guard Level I** is a security guard who has completed twenty-four (24) months or more of continuous service and **has previously qualified in the Initial Advance Security Guard Certification.**

A-4 **Minimum Wage Gap Guarantee**

All of the above noted rates in Appendix A-1 will increase when minimum wage increases by the same amount as the minimum wage increase (ie: if the minimum wage rate goes up by 25¢ on April 1st, 2004, the start rate for the general site guard will increase from \$7.50 per hour to \$7.75 per hour on the same date as the minimum wage increase).

Notwithstanding the above, the parties agree that for the term of this Collective Agreement all of the rates in Appendix A-1 shall increase as follows:

- | | | |
|----------------------|----------|---|
| April 1, 2005 | - | twenty (20¢) cents per hour |
| April 1, 2006 | - | twenty-five (25¢) cents per hour |
| April 1, 2007 | - | twenty-five (25¢) cents per hour |

This minimum wage gap guarantee shall not change if the actual minimum wage increase is greater or less than the above-mentioned amounts.

A-5 **Long Service Recognition**

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

A-6 **Retroactive Pay**

All employees will be entitled to retroactive pay back to **October 3, 2004**. Such pay will be added to their regular paycheque and will be identified as retroactive pay on their pay stubs and paid within thirty (30) days of ratification of this Agreement.

APPENDIX B

SPECIAL PAY SITES WAGE SCHEDULE

B-1 A special pay site is defined as a site where:

- a. Pay rates are not less than those specified in the regular pay sites.
- b. Pay rates have been established by the client and therefore may vary from site to site.
- c. Special classifications may have been established in accordance with client requirements.

B-2 The Company recognizes that special pay site rates will not be reduced except where circumstances dictate. In this event, the Company will disclose to the Union, in writing, the details of these circumstances.

B-3 The special pay sites and respective pay rates in effect as of date of commencement of this Agreement will be provided to the Union and will be modified as required by the Company on the first working day following the fifteenth (15th) day of every month. The Union agrees to maintain in strictest confidence the information contained in these lists, except in regard to security guards working at these sites and/or under Article 36 Grievance and Arbitration.

B-4 **Site Training Rate** is the hourly rate paid to a newly assigned employee during the familiarization period at a new site. The employee shall receive pay equivalent to **one seniority level less than their current level, up to a maximum**

accumulative total of five (5) working days per site.

APPENDIX C

HEALTH AND WELFARE BENEFITS

C-1 a. **Pension Plan**

Effective **January 1, 2004**, the Company shall make a direct contribution to the Canadian Commercial Workers Industry Pension Plan of **thirty-one (31¢) cents per hour (thirty-four (34¢) cents per hour effective January 1, 2005; thirty-six (36¢) cents per hour effective January 1, 2006; thirty-eight (38¢) cents per hour effective January 1, 2007)** for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include time taken off work for paid sick leave, weekly indemnity benefits, vacations, general holidays and any paid leave of absence, up to a maximum of the basic work week.

- b. Contributions, along with a list of employees for whom they have been made, the amount of the biweekly contribution for each employee and the number of hours worked or paid according to C-1(a) above shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the trustees on all contributions not remitted as stipulated above.
- c. The Company will not make pension plan contributions until an employee has been in the employ of the Company nine (9) months from their date of hire. Payment shall commence on the first of the month following expiration of the ninth (9th) month.

C-2 a. **Dental Plan**

Effective the start of the pay period following ratification, the Company agrees to make contributions to the Manitoba Food & Commercial Workers dental plan of twenty-nine cents (29¢) per hour for all regular hours paid, sick pay, full-time employees' vacations (up to a maximum of forty (40) regular hours per week), for each employee in the bargaining unit.

If the trustees of the dental plan instruct as a requirement to increase the dental pan contributions, the Company will pay such increase up to a maximum of one (1¢) cent per hour per year.

- b. Such contributions will be forwarded to the Trust within twenty-one (21) working days following the Company's four (4) or five (5) week accounting

period.

- c. The Company will not make dental plan contributions until an employee has been in the employ of the Company nine (9) months from their date of hire. Payments shall commence on the first of the month following the expiration of the ninth (9th) month.

C-3 Sick Days

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

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

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

Sick day benefits commence on the 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.

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

C-4 Company Benefit Plans

- a. All Company benefit plans currently in force at specific sites will continue for as long as the Company requires them.

- b. The Company will continue to provide benefits at specific sites if so requested by its clients. These benefits will apply only to employees at those designated specific sites and will not be available to other employees in the bargaining unit.
- c. At sites where benefits are cost-shared, employees being assigned to those sites will be informed of the details of the plan and the costs by the Company before being transferred to said site.

Said employees shall have the opportunity to decline said benefits and if benefits are a condition of employment on that site, said employee shall have the right to decline without losing any benefits or rights as provided for in this Collective Agreement.

C-5 UFCW Group Retirement Savings Plan

C-5.01 The Company agrees to administer payroll deductions for any employee who wishes to participate in the UFCW Group Retirement Savings Plan.

C-6 Workers Compensation Board

C-6.01 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-6.02 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

LETTER OF AGREEMENT

BETWEEN:

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

AND

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

The Parties hereto agree:

1. In the event that the Company is providing Security Services to a client during a strike or lockout and the situation is such that the client specifically requests that a Company employee not in the bargaining unit be assigned, the Company will advise the Union of this special circumstance. In the interest of retaining client contracts and employee jobs, the Union and the Company will work out a mutually satisfactory temporary agreement. (See Article 1)
2. If there is a serious problem with any client of the Company regarding any provisions of the Access Agreement contained within this Collective Agreement in Article 5.09, the Union and the Company shall meet to arrange for a mutually satisfactory resolution of the matter.
3. To interpret Article 9.03 of the Collective Bargaining Agreement between the parties in regard to the replacement of security guards from another company, and engineers, as follows:
 - a. The Company can be utilized, in a strike or lockout situation, to replace security guards from another security guard company or security guard force not related in any way with Initial Security.

- b. In the event that the Company is asked to replace security guards from another security guard company or security guard force during a strike or lock-out, the Company agrees to first utilize a non-union company and, if that is not possible, a Union company will then be acceptable.
 - c. It can also provide engineers, providing the Company was already on the site providing engineers on a part-time or full-time basis.
- 4. The position of site supervisor will continue to be excluded from the Union's bargaining unit and any new appointees to site supervisor positions will be treated as excluded personnel.**

The seven (7) former Inner-tec employees who are not in the site supervisor position will, on a present incumbent basis only, continue to be treated as falling within the Initial bargaining unit but only for so long as they either occupy the position of site supervisor or another position that falls within the scope of the Initial bargaining unit. Those individuals are as follows: Gary Gebauer, Garth Sanderson, Paul Bergen, Steve Walton, Cyrille Labont, Manfred Hirschfield, and Mauricio Suarez.

- 5. The Company shall have a maximum of eight (8) security supervisors who shall not be included in the bargaining unit. The security supervisors who currently operate within the Mobile Division will be commonly known as field supervisors, Level 2. The individuals who currently are in the position of security supervisors are; Juan Alvarado, Harold Schroeder, Mike Bloomquist, Phil Bisson, Carey Takeuchi, Roy Keown, Elliot Parr, and Gerald Dorie. The Union shall be advised within seven (7) working days of changes to the above-mentioned list.**

EXHIBIT ONE

NOTICE OF HIRE

(Please print)

Employee's Name _____
Last First Middle

Address _____ City/Town _____

Postal Code _____ Phone _____ Employment Started (D/M/Y) _____

Social Insurance # _____ Employee # _____ Birthdate (D/M/Y) _____

Employer _____ Work Address _____

Department _____ Classification _____ Store No. (if applicable) _____

Full-Time Part-Time Casual Other (specify, e.g. term, temp, seasonal) _____

USE OF PERSONAL INFORMATION

Personal information provided on this form will be used by the Union (United Food & Commercial Workers International Union, United Food & Commercial Workers Canada and United Food & Commercial Workers Union Local No. 832) to verify your union membership, represent you for the purposes of collective bargaining, handling grievances and all other matters relating to your employment. It will be used to communicate with you about the activities of the Union, to advise you of benefits available to you as a Union member, to make payments to you as required and to verify that union dues deducted by the Employer are remitted to the Union, as required by law. Where required, information will be shared with third parties such as benefit plans, including pension plans, and dental plans. It may be used for statistical purposes by the Union. United Food & Commercial Workers Union Local No. 832 has policies and procedures to safeguard your privacy and protect your personal information. Your personal information will not be sold.

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local No. 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

CONSENT AND DUES/INITIATION AUTHORIZATION

By signing this form, I **consent** to the use of my personal information by UFCW Local No. 832 for the purposes listed above. By signing this form, I hereby **request** and **authorize** the Employer to deduct from my wages and pay to the Union, such Union dues and initiation fee as requested by the Union.

Date: (D/M/Y) _____ Signature of new employee: _____

(To be mailed to the union office in the envelope provided within 10 calendar days from the date of hire or rehire.)

