

COLLECTIVE AGREEMENT

Between



(hereinafter referred to as the "Employer" and/or "Company")

and



UNIFOR
Local3000 | Canada

EFFECTIVE: JANUARY 1, 2021 TO DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - OBJECTIVES AND DURATION6

1.01 PURPOSE.....6

1.02 DURATION.....6

ARTICLE 2 - INTERPRETATION6

2.01 DEFINITION OF EMPLOYER OR COMPANY6

2.02 DEFINITION OF UNION.....6

2.03 DEFINITION OF A WEEK.....6

2.04 HEADERS AND SUB-HEADERS7

ARTICLE 3 - RECOGNITION.....7

3.01 SOLE BARGAINING AGENT7

ARTICLE 4 - UNION PROVISIONS7

4.01 MEMBERSHIP IN GOOD STANDING7

4.02 FAILURE TO MAINTAIN UNION MEMBERSHIP IN GOOD STANDING8

4.03 CONTRACTING OUT8

4.04 UNION LEAVE.....8

4.05 NO LOSS OF SENIORITY.....8

4.06 DUES DEDUCTION8

4.07 REMITTANCE OF DUES.....9

4.08 DELINQUENT PAYMENTS AND PENALTY9

4.09 CHANGE IN DUES10

4.10 T4 SLIPS.....10

4.11 SHOP STEWARDS.....10

ARTICLE 5 - MANAGEMENT RIGHTS.....11

5.01 MANAGEMENT RIGHTS.....11

5.02 CLIENT.....11

5.03 ADMINISTERING AGREEMENT.....12

ARTICLE 6 - RULES AND REGULATIONS.....12

6.01 RULES AND REGULATIONS12

6.02 ACCESS TO EMPLOYEE FILE12

6.03 DISPUTING ENTRIES IN FILE.....12

6.04 REPLACEMENTS12

ARTICLE 7 - SAVINGS ARTICLE.....13

7.01 LEGISLATIVE COMPLIANCE13

7.02 REQUIREMENT TO NEGOTIATE AMENDMENTS13

ARTICLE 8 - CORPORATE OBLIGATIONS.....13

8.01 NO OTHER AGREEMENT.....13

ARTICLE 9 - TRANSFER OF TITLE13

9.01 SUCCESSORSHIP13

ARTICLE 10 - STRIKES, LOCKOUTS AND OTHER WORK STOPPAGES.....	14
10.01 NO STRIKES OR LOCKOUTS.....	14
10.02 DISPUTES AND GRIEVANCES	14
10.03 LABOUR DISPUTES	14
10.04 NOTICE OF DISPUTE	14
10.05 PICKET LINES	14
10.06 NO SECURITY DOGS	15
ARTICLE 11 - HOURS OF WORK GENERAL.....	15
11.01 MINIMUM HOURS.....	15
11.02 EMERGENCIES.....	15
11.03 MAXIMUM HOURS/HOURS FREE FROM WORK.....	15
11.04 OVERTIME (SEE ARTICLE 32.10).....	15
11.05 HOURS BETWEEN SHIFTS	15
11.06 MUTUAL EXCHANGE OF SHIFTS	15
11.07 CHANGE OF SHIFTS.....	16
11.08 MOVING DURING SHIFT AND 4 HOURS OR LESS BETWEEN SHIFTS.....	16
11.09 BREAKS	16
11.10 MINIMUM HOURS OFF PER WEEK.....	16
11.11 FULL TIME WORK SHIFTS.....	16
11.12 COMPANY MEETINGS	17
11.13 TEN (10) HOUR SHIFTS	17
11.14 TWELVE (12) HOUR SHIFTS.....	19
ARTICLE 12 - HOURS OF WORK FULL-TIME	20
12.01 STANDARD HOURS OF WORK	20
12.02 MAXIMIZATION OF HOURS:	20
12.03 STANDARD SHIFTS	21
12.04 SPLIT DAYS OFF	21
12.05 SPLIT SHIFT	21
12.06 MINIMUM REPORTING TIME	21
12.07 REDUCED HOURS.....	21
ARTICLE 13 - HOURS OF WORK PART-TIME	22
13.01 PART-TIME DEFINED	22
13.02 PART-TIME CRITERIA.....	22
13.03 EXCEPTIONAL PART TIME WORK	22
ARTICLE 14 - NEW OR REVISED CLASSIFICATIONS.....	22
14.01 NEW CLASSIFICATION	22
14.02 REVISED CLASSIFICATION	22
ARTICLE 15 - MEAL ALLOWANCE AND SITE ORDERS	23
15.01 MEAL ALLOWANCE	23
15.02 SITE ORDERS	23
ARTICLE 16 - STATUTORY HOLIDAY PAY	23
16.01 STATUTORY HOLIDAYS	23
16.02 STATUTORY HOLIDAY ON DAY OFF	24

16.03	WORKING ON STATUTORY HOLIDAY	24
16.04	STATUTORY HOLIDAY DURING ANNUAL VACATION	24
16.05	SPECIAL DAYS	24
ARTICLE 17 - ANNUAL VACATION		24
17.01	VACATION WITH PAY	24
17.02	VACATION YEAR.....	25
17.03	VACATION REQUESTS	25
17.04	VACATION PAY ON TERMINATION.....	26
ARTICLE 18 - COMPASSIONATE ABSENCES		26
18.01	COMPASSIONATE ABSENCES.....	26
ARTICLE 19 - COURT APPEARANCES		26
19.01	LEGAL PROCEEDINGS	26
19.02	COURT ATTENDANCE	26
19.03	CROWN SUBPOENAED/JURY MEMBER.....	27
ARTICLE 20 - LEAVES OF ABSENCE.....		27
20.01	UNPAID LEAVE OF ABSENCE	27
20.02	NO WORK DURING LEAVE	27
20.03	MATERNITY/PARENTAL FAMILY RESPONSIBILITY AND COMPASSIONATE CARE LEAVE.....	28
20.04	MEDICAL LEAVE	28
20.05	SENIORITY MAINTAINED.....	28
ARTICLE 21 - HEALTH AND WELFARE.....		28
21.01	EMPLOYER CONTRIBUTION	28
21.02	TERMS FOR A NEW CARRIER.....	29
ARTICLE 22 - SENIORITY.....		30
22.01	PROBATIONARY PERIOD	30
22.02	APPLICATION OF SENIORITY.....	30
22.03	SENIORITY LISTS	31
22.04	DISPLACEMENT	31
22.05	REDUCTION IN FORCES AND DISPLACEMENT.....	31
22.06	LOSS OF SENIORITY	31
22.07	LAY-OFF OR REDUCTION TO PART-TIME.....	32
22.08	TERMINATION AND SEVERANCE.....	32
ARTICLE 23 - POSTING AND VACANCIES		33
23.01	JOB POSTINGS	33
23.02	NEW JOB SITES	34
ARTICLE 24 - REMOVAL FROM SITE.....		35
24.01	CLIENT DIRECTS REMOVAL FROM SITE	35
ARTICLE 25 - WORKSAFE BC.....		35
25.01	SAFE AND HEALTHY WORK ENVIRONMENT	35
25.02	JOINT HEALTH AND SAFETY COMMITTEE.....	35

Collective Agreement Between Allied Universal and Unifor Local 3000

25.03	CO-CHAIRS	36
25.04	ALTERNATES.....	36
25.05	REGULAR MEETING	36
25.06	PURPOSE OF THE JOINT COMMITTEE.....	36
25.07	MEETING AGENDA.....	37
25.08	SECRETARY.....	37
25.09	MINUTES APPROVED.....	37
25.10	UNRESOLVED ITEMS	37
25.11	ACTION ITEMS	37
25.12	QUORUM	37
25.13	PAYMENT FOR ATTENDANCE AT MEETINGS	37
25.14	PREPARATION TIME	38
25.15	ILL OR INJURED EMPLOYEES	38
25.16	TRANSPORT OF ILL OR INJURED EMPLOYEES.....	38
25.17	RIGHT TO REFUSE	38
25.18	JOINT INVESTIGATION	38
25.19	NO LOSS OF PAY	39
25.20	VACCINATIONS AND INOCULATIONS	39
25.21	PAY FOR DAY OF ACCIDENT OR ILLNESS	39
25.22	VERIFYING EMPLOYEE’S SAFETY	39
25.23	INTRUSION ALARMS	39
25.24	EDUCATION AND TRAINING	39
25.25	ACCIDENT AND INCIDENT INVESTIGATION	40
25.26	ACCOMMODATION OF DISABLED WORKERS	40
ARTICLE 26 - DISCRIMINATION		40
26.01	HARASSMENT DEFINED	40
26.02	HARASSMENT IS NOT.....	41
26.03	FILING A COMPLAINT	41
26.04	INVESTIGATION	42
26.05	RESOLUTION.....	42
ARTICLE 27 - UNIFORMS AND EQUIPMENT		43
27.01	UNIFORMS.....	43
27.02	SAFETY EQUIPMENT/FOOTWEAR.....	43
27.03	CLEANING ALLOWANCE	43
27.04	UNIFORM WHILE TRAVELING TO WORK	44
ARTICLE 28 – BONDING		44
28.01	BONDING	44
ARTICLE 29 - TERMINATIONS AND SUSPENSIONS.....		44
29.01	EMPLOYEE QUILTS	44
29.02	EMPLOYEE IS TERMINATED.....	44
29.03	UNIFORM AND EQUIPMENT RETURNED.....	44
29.04	DISCIPLINE	44
ARTICLE 30 - GRIEVANCE AND DISPUTE RESOLUTION		45
30.01	DISCIPLINE FOR JUST AND REASONABLE CAUSE	45

Collective Agreement Between Allied Universal and Unifor Local 3000

30.02	UNION REPRESENTATION	45
30.03	GRIEVANCE	45
30.04	GRIEVANCE PROCEDURE.....	46
30.05	ISSUING DISCIPLINE	47
30.06	TIME LIMITS	47
30.07	SUSPENSION OR DISCHARGE GRIEVANCE TO STEP 2	47
30.08	GRIEVANCE MEETINGS.....	47
30.09	DISCLOSURE OF INFORMATION.....	47
30.10	SUNSET CLAUSE	47
ARTICLE 31 - ARBITRATION.....		48
31.01	REFERENCE	48
31.02	SINGLE ARBITRATOR.....	48
31.03	NO POWER TO MODIFY	48
31.04	BINDING EFFECT	48
31.05	COST SHARING.....	48
31.06	EXPEDITED MEDIATION/ARBITRATION PROCESS	48
ARTICLE 32 - PAYMENT OF WAGES		49
32.01	PAY DAY	49
32.02	PAY STUBS.....	49
32.03	WHEN PAY CHEQUES ARE AVAILABLE	50
32.04	EXPENSES	50
32.05	WAGES DEPOSITED	50
32.06	WHEN BANK FAILS TO HONOUR CHEQUE	50
32.07	PAY WHEN EMPLOYEE CEASES TO BE EMPLOYED.....	50
32.08	FAILURE TO MEET PAYROLL REQUIREMENTS	50
32.09	NO EMPLOYEE LOWERED IN CLASSIFICATION OR WAGE RATE.....	51
32.10	OVERTIME PAY	51
32.11	WHERE WORK WEEK CONTAINS STATUTORY HOLIDAY	51
ARTICLE 33 - FULL OR PART TIME STATUS		52
33.01	FULL OR PART TIME STATUS	52
ARTICLE 34 - JOINT CONSULTATION COMMITTEE.....		52
34.01	RESPECTFUL WORK ENVIRONMENT & GRIEVANCE RESOLUTION.....	52
ARTICLE 35 - TRAINING		52
35.01	TRAINING	52
35.02	TRAINING VOLUNTARY.....	53
35.03	WHEN TRAINING IS REQUIREMENT OF EMPLOYER.....	53
APPENDIX "A" – WAGE RATES.....		54
LOU #1		55
RE:	EXAMPLE OF SHIFT SCHEDULING PURSUANT TO ART. 23.01.....	55
SIGNATURES.....		56

ARTICLE 1 - OBJECTIVES AND DURATION

1.01 PURPOSE

The purpose of this Agreement is to provide fair and reasonable working conditions and job security for employees; promote harmonious employment relations between the Employer and the employees; provide mutually agreed methods of resolving disputes and grievances arising from the terms and conditions of this Agreement; prevent strikes and lockouts; to ensure the assignment of work in a manner to maximize the number of full-time employees; enable the skills of both Employer and employees to operate to the end that waste and avoidable delays are prevented and to ensure to the fullest extent possible; promote strong public relations and ensure the provision of quality service by the employees at all times to both internal and external clients of the Employer as well as safety and the efficiency of the Employer; promote good public relations. It shall apply to all employees within the bargaining unit regardless of Union status.

1.02 DURATION

This Agreement shall be in full force and effect from and including January 1, 2021 to and including December 31, 2023 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date December 31, 2023 or immediately preceding the last day of December in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement. The parties agree to exclude the operation of subsection (2) of *Section 50 of the Labour Relations Code of British Columbia*.

ARTICLE 2 - INTERPRETATION

2.01 DEFINITION OF EMPLOYER OR COMPANY

“Company”, “Employer”: wherever either is used exclusively, it is to be interpreted as meaning either or both.

2.02 DEFINITION OF UNION

“Union” wherever it is used exclusively is to be interpreted as Unifor and its Local 3000.

2.03 DEFINITION OF A WEEK

“Week”: Wherever the term “week” shall occur in this Collective Agreement, it shall mean that pay period commencing at 12:00:01 am Friday and end at 12:00:00 midnight on the immediately following Thursday.

2.04 HEADERS AND SUB-HEADERS

To aid in the location of articles within the body of the Collective Agreement, each Article shall be titled with a heading descriptive of the content which are not to be used for the purposes of contract interpretation.

ARTICLE 3 - RECOGNITION

3.01 SOLE BARGAINING AGENT

The Employer recognizes the Union as the sole and exclusive bargaining authority for all employees covered by this Agreement, employed at the Amazon Corporate locations at 595 Burrard Street, Vancouver; 555 Burrard Street, Vancouver; 510 West Georgia Street, Vancouver, and 475 Howe Street, Vancouver, BC, or Orders of Certification issued by the *Labour Relations Board of British Columbia*.

ARTICLE 4 - UNION PROVISIONS

4.01 MEMBERSHIP IN GOOD STANDING

- (a) All employees covered by the certification shall join the Union from the first day of their employment and shall maintain their membership in good standing with the Union. Immediately upon being hired, the Employer will provide all employees with a Unifor "Official Application for Membership" and "Authorization for Check-off of Dues" cards with instructions to complete and return them the same day. The Company will forward the completed Authorization forms to the Union immediately upon completion.

NEW HIRES

- (b) New employees shall provide to the Employer, at the time of their employment, a permanent, current address and telephone number and Email address, (if the employee has one) in writing and are required to advise the Employer of any changes to their address or telephone number or email during their employment. In the event that an employee neglects to advise the Employer of any change in address or telephone number or email and ceases to have a permanent address and telephone number, the Employer shall not be held liable for any failure to contact the employee as may be required by under the Collective Agreement.

ADDRESSES AND PHONE NUMBERS

- (c) The Employer and the Local Union will provide each other with addresses and telephone numbers and upon request.

- (d) The Union must provide the Company with an up to date list of contact information, (email, fax and phone numbers) for the Chief Shop Steward and Local 3000 Representative.

4.02 FAILURE TO MAINTAIN UNION MEMBERSHIP IN GOOD STANDING

The Employer upon receipt of written notice and reasons from the Union shall terminate forthwith any employee who as determined by the Union, at its sole discretion, fails to become or ceases to be a member in good standing within the Union. The Employer shall be held harmless from any action resulting from such termination.

4.03 CONTRACTING OUT

The Employer agrees not to contract out any work performed by bargaining unit members where contracting out would result (a) in the loss of any jobs or (b) in the failure to recall an employee on the recall list. It shall not be a contravention of this Agreement for non-bargaining unit employees to perform bargaining unit work for the purposes of instruction or on a temporary basis in cases of legitimate emergency (including an open post) where the Employer has made reasonable attempts to assign the work to a bargaining unit member, or where bargaining unit members cannot be recalled on time to perform the work, in which case a contractor may be used until the bargaining unit members can perform the work

4.04 UNION LEAVE

The Employer shall allow time off work without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the operation of the business. The Union agrees to give management five (5) business days' notice whenever practicable.

4.05 NO LOSS OF SENIORITY

Any employee who is selected to a full-time union position will be granted a leave of absence without pay and without loss of seniority to fill the term of office. The term can be extended by mutual agreement. Union leave time is considered as time worked for all purposes of the Collective Agreement.

4.06 DUES DEDUCTION

The Employer will honour an employee's written assignment of wages to the Union. The Employer will deduct any assigned amounts from the employee's wages, initiation fees, Union dues, fines or assessments which may be levied by the Union in accordance with the Constitution and/or by-laws and pay same to the Secretary-Treasurer of the Union by the tenth (10th) day of the month following such deductions.

4.07 REMITTANCE OF DUES

(a) The Employer shall, by the tenth (10th) day of each month, mail to the Union a list containing the names of all Union employees who have left their employ since the previous check-off list and to include all names of present and new employees, as well as the date of employment of new employees and hours worked by individual employees covered by the Agreement.

(b) Employer's Report of Contributions

The Employer shall submit an Employer's Report of Monthly Contributions for each month. This report shall be on the form and in the detail, prescribed by the Union.

(c) The report shall record all hours worked by individuals, Union dues, Union initiation fees, which apply to the period covered by the report. The cut-off date each month shall be the close of the Employer's payroll closest to the end of the month. The report shall record the first day worked (FDW) with the appropriate date of each individual hired during the period. It shall also record the last day worked (LDW) with the appropriate date for each individual terminated during the period. The report shall be submitted and the relevant monies paid to the Union Secretary-Treasurer by the tenth (10th) day of the month following the month to which the report applies. All hours, dues, fees accrued after the monthly cut-off shall be credited to and reported on the following month's report.

(d) The Employer will not be liable for the payment of any dues that are unable to be collected where because of any absence from work, the employee has no earnings from which the dues are required to be deducted. Where dues are unable to be collected as outlined above, the Employer shall make all reasonable efforts to collect such dues on the next pay period where there are earnings, or as soon as practicable thereafter.

4.08 DELINQUENT PAYMENTS AND PENALTY

(a) The Union shall advise the Employer, in writing, of any financial delinquency in respect to the Employer's Report of Contributions. Should the Employer fail to respond within ten (10) working days of the date of the notification by either payment of the delinquent amount or written reasons or requests for delay, acceptable to the Union, there shall be an interest charge of fifty dollars (\$50.00) per month assessed on the outstanding balance.

(b) The parties agree that all grievances relating to Union dues as provided for in this Agreement shall be dealt with by an arbitrator as set out in Article 31, Step 3 to this Agreement. The parties agree that an award of such arbitrator may

be enforced under the proper provisions of the Labour Relations Code of British Columbia. The parties agree that the costs of such arbitration shall be borne by the unsuccessful party. Claims for payment which are not made by the tenth (10th) day of the month following the month in which such payments became due may be referred to arbitration.

4.09 CHANGE IN DUES

In the event of a change in the Schedule of Fees, Dues and Assessments made by the Union, the Employer shall make deductions in accordance with the revised schedule after receiving one (1) month written notice from the Union by registered mail of such change.

4.10 T4 SLIPS

The Company will account for all dues deducted on the employees' T4 slip for income tax purposes.

4.11 SHOP STEWARDS

- (a) Shop Stewards shall be elected or selected by the Union and shall be Allied Universal employees. There shall be no discrimination against Shop Stewards for carrying out their duties consistent with the terms of the Collective Agreement.
- (b) A Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer shall recognize the Shop Stewards selected in accordance with the Union rules and regulations following notification from the Union, in writing, of their appointment. Shop Stewards shall be recognized as the Representative of the employees on all sites. There shall be a total of four (4) Shop Stewards, one (1) of which shall be the Chief Shop Steward.
- (d) In the exercise of their functions, Shop Stewards shall first obtain permission from their supervisor prior to leaving their assigned duties to carry out any duties arising out of a complaint and/or settlement of a grievance(s). Shop Stewards shall not let their duties unduly interfere with their regular work assignment and the carrying out of such duties shall be without loss of pay.
- (e) If the Employer discharges any shop stewards, the Union will be advised prior to such discharge.
- (f) The Company will notify the Chief Shop Steward and the Local 3000 Representative forty-eight (48) hours prior to a meeting, with an employee, if

the purpose of the meeting is or may be related to the imposition of discipline, a Shop Steward will be allowed to attend the meeting, attending such meeting and the time spent at such meeting will be considered as time worked. For the purposes of this Article, the call-in pay provisions contained in this Agreement shall not apply. The Union must provide the Company with an up to date list of contact information, (email, fax and phone numbers) for the Chief Shop Steward and Local 3000 Representative. If the purpose of a meeting, with an employee, is as a result of the client wanting the Company to first meet and have discussion with the employee, regarding but not limited to his/her conduct or an incident prior to returning to the site, then the Company will notify the Chief Shop Steward and the Local 3000 Representative twenty-four (24) hours prior to a meeting, with an employee.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 MANAGEMENT RIGHTS

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as limited by the provisions of this Agreement, and without limiting the generality of the foregoing; it is the exclusive function of the Employer;

- (a) to operate and manage its business in accordance with its contractual obligations to its clients;
- (b) to maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, which are not inconsistent with the terms of the Collective Agreement;
- (c) to select personnel for hiring, transfer, assign duties and shifts, promote, demote, discipline or discharge, classify, lay-off, recall, provided that a claim that an employee who has been disciplined or discharged without just cause may be the subject of a grievance; and
- (d) to determine the method of operation, the amount or method of field supervision, the schedules of work and the rotation of shifts, the hours and days of work and the number of employees required at any time, the contents of jobs, the standards of performance.

5.02 CLIENT

The Union recognizes that the Client's desires and satisfaction with the Company and its employees is ultimately the governing factor in the well-being, size and growth of

the Company. All other matters not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Company.

5.03 ADMINISTERING AGREEMENT

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.

ARTICLE 6 - RULES AND REGULATIONS

6.01 RULES AND REGULATIONS

The Employer may, from time to time, make rules and regulations concerning employment to be complied with by the employees which are not inconsistent with the terms of this Agreement. Such rules and regulations include, but are not limited to those contained in the Allied Universal Handbook for Security Professionals, as amended from time to time. Three (3) up-to-date copies and three (3) copies of any amendments will be forwarded to the Union. Up to an additional ten (10) copies will be provided to the Union upon request. Any regulations may become the subject of a grievance if such regulations are considered of a discriminatory nature. All regulations will be consistent with the Agreement, reasonable, and consistently enforced.

6.02 ACCESS TO EMPLOYEE FILE

Employees, upon five (5) calendar days written notice, to the Employer, may inspect their personnel file twice yearly, by appointment in the presence of a member of management and limited to one (1) hour. employees may not remove any materials from their personnel file, however, they will be permitted to make notes of information contained therein. Reasonable photocopies will be provided by the Employer. employees will not be paid for the time spent inspecting their personnel file.

6.03 DISPUTING ENTRIES IN FILE

Employees may choose to dispute entries found in their file via the Grievance Procedure or they may choose to include an explanation of material on file which shall constitute part of their file. Copies of the explanation and referenced document(s) shall be provided to the employee on request.

6.04 REPLACEMENTS

A Security Officer on duty who has sound reason to believe his/her relief Security Officer should not take over his/her duties, will report the matter to the appropriate Employer, Supervisor or Representative who shall take whatever action shall be required. It is the responsibility of the Employer, Supervisor and/or Representative

to take appropriate action within two (2) hours and, failure to do so, will constitute no responsibility on the part of the Security Officer who reported the matter. Under no circumstances, however, shall a Security Officer abandon his/her position.

ARTICLE 7 - SAVINGS ARTICLE

7.01 LEGISLATIVE COMPLIANCE

If an Article or Sub-Article of this Agreement should be held invalid by operation of the law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

7.02 REQUIREMENT TO NEGOTIATE AMENDMENTS

In the event that any Article or sub-Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure.

ARTICLE 8 - CORPORATE OBLIGATIONS

8.01 NO OTHER AGREEMENT

The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement or any statute of the Province of British Columbia or of Canada. Any such agreement will be null and void.

ARTICLE 9 - TRANSFER OF TITLE

9.01 SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred or taken over by the sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms, conditions and life of this Agreement. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of this Agreement should one of these transactions

mentioned in 10.01 take place. Such notice shall be in writing with a copy sent to the Union not later than the effective date of transaction.

ARTICLE 10 - STRIKES, LOCKOUTS AND OTHER WORK STOPPAGES

10.01 NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts so long as this Agreement continues to operate.

10.02 DISPUTES AND GRIEVANCES

All disputes and grievances of either party shall be settled as quickly as possible under the Grievance Procedure outlined herein.

10.03 LABOUR DISPUTES

Employees (Security Officers) from time to time may be asked to deal with and react to security situations as a result of labour disputes by other groups. Such labour disputes may be either strikes, lockouts or any circumstances where a Union picket line is posted at the place of employment. In these circumstances, employees shall continue their employment in order to protect life, prevent injury and to maintain fire watch and security of property. employees shall not engage in any work that they do not normally do, other than additional work pertaining to additional security created by such dispute.

10.04 NOTICE OF DISPUTE

In the event of a dispute or the potential of a dispute as outlined in 10.03 the Employer shall notify the Union as soon as possible giving all relevant details.

10.05 PICKET LINES

When an employee (Security Officer) is required to cross a picket line, either by car or on foot in order to perform his/her security duties he/she shall:

- (a) stop and identify themselves each time;
- (b) wear a uniform (duties behind picket lines shall not be conducted in plain clothes);
- (c) avoid involvement in the pros and cons of the dispute;
- (d) not escort client management personnel, client supervisory personnel, visitors or any others across picket lines;
- (e) not photograph activities on a picket line;

- (f) not escort a vehicle or vehicles on a public road;
- (g) not drive a corporate vehicle behind or across a picket line for purposes other than security. Such vehicles must be plainly marked "Security".

10.06 No SECURITY DOGS

The use of security dogs around strike pickets is prohibited.

ARTICLE 11 - HOURS OF WORK GENERAL

11.01 MINIMUM HOURS

The minimum hours of pay for any shift for which an employee has been scheduled and for which he/she does report shall be four (4), providing the employee is not removed from work for just cause.

11.02 EMERGENCIES

An employee called out for an emergency shall receive a minimum of four (4) hours' pay. The Employer shall not require any employee to be on call or on standby.

11.03 MAXIMUM HOURS/HOURS FREE FROM WORK

No employee shall work more than fourteen (14) consecutive hours.

11.04 OVERTIME (SEE ARTICLE 32.10)

- (a) There shall be no arrangements made for granting time off in lieu of overtime.
- (b) Prior to offering, overtime hours will be offered first to employees with less than forty (40) hours.

11.05 HOURS BETWEEN SHIFTS

Employees shall be given ten (10) hours free from work on any change of shift. Where there is less than ten (10) hours between shifts, then all hours short of ten (10) consecutive hours following the short change shall be paid for at time and one-half (1½) the regular rate. In the event that for any reason the shift following the short change would normally have been paid at the overtime rates, then the foregoing overtime hours shall be paid for at double (2x) time.

11.06 MUTUAL EXCHANGE OF SHIFTS

The Employer shall strive to grant changes in shifts or a request to change days off between two (2) employees, subject to the following conditions:

- (a) the request shall be made in writing using a special form supplied by the Employer and duly signed by the two (2) employees concerned, at least forty-eight (48) hours in advance;
- (b) the two (2) working shifts must be scheduled within the same pay period;
- (c) the change in shift does not lead to the payment of overtime;
- (d) the change in shift shall only apply to the same site or unless otherwise agreed; and
- (e) that all debits or credits in salary caused for any reason (for example: lateness or payment of a Statutory Holiday) shall be attributed to the employee who actually did the work.

11.07 CHANGE OF SHIFTS

In case of an emergency where the Employer changes an employee's shift or day off (including a lieu day off) with less than twenty-four (24) hours' notice, the employee will be paid the overtime rate for work on that shift or day off (or lieu day off).

11.08 MOVING DURING SHIFT AND 4 HOURS OR LESS BETWEEN SHIFTS

Whenever an employee moves from one site to another in the course of his/her normal shift, the time spent in moving shall be regarded as time worked. In addition, if after the completion of a scheduled shift there is four (4) hours or less break between shifts, the employee shall be paid at full rates for the full extent of the break.

11.09 BREAKS

The time required to consume lunch on any shift consisting of five (5) hours or more shall be considered as time worked, this time shall be no less than thirty (30) minutes.

11.10 MINIMUM HOURS OFF PER WEEK

Employees shall have a minimum of forty (40) consecutive hours off per week. Exceptions may be made in circumstances where the Employer is changing an employee from one shift to another or one job-site to another. In these circumstances, an employee may have split days off in one (1) week and the overtime provisions of Article 12, sub-Article 12.06 shall not apply to that week.

11.11 FULL TIME WORK SHIFTS

The Employer agrees, whenever possible, to create full-time work shifts by combining the work shifts of part-time employees. When a question arises as to the Employer's

compliance with this provision, the Union will be given access to all relevant work schedules.

11.12 COMPANY MEETINGS

Where an employee is called into a meeting concurrent to his/her shift on a working day, he/she shall be paid from the end of his/her shift until the conclusion of the meeting at his/her regular rate of pay for all such time.

Where an employee is called into a meeting on his/her day off, he/she shall be paid at his/her regular rate of pay for a minimum of four (4) hours.

PART II

11.13 TEN (10) HOUR SHIFTS

It is agreed between the parties that if work schedules of ten (10) hours are implemented the following conditions shall apply.

1. DAYS OFF

All employees working on ten (10) hour shifts shall have three (3) consecutive days off in each week.

2. OVERTIME PAY

All overtime shall be paid at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime.

The Employer shall, in addition to all other amounts due to the employee, pay an employee who works more than ten (10) hours per shift or forty (40) hours in a week as follows:

- (a) Except as provided in (2) or (3) one and one-half (1½) times his/her regular hourly pay for all hours worked in excess of ten (10) hours in a shift or forty (40) hours in a week or on a fifth (5th) day in a week.
- (b) Double times (2x) his/her regular hourly pay for all hours worked in excess of eleven (11) hours in a shift or forty-eight (48) hours in a week or on a sixth (6th) day in a week.

3. STATUTORY HOLIDAY PAY

- (a) The provisions of Sub-Articles 16.01, 16.03, 16.04 and 16.05 shall apply.

- (b) Following the first thirty (30) days of employment, a full-time employee shall be entitled to the average daily hours he/she worked in the thirty (30) day period immediately preceding the holiday, provided the employee (full-time or part-time) meets the following conditions:
 - (i) The employee worked, at least, twelve (12) days of the thirty (30) days immediately preceding the holiday observed.
- (c) In addition to 3(b), employees working on a statutory holiday shall be paid as follows:
 - (i) The first twelve (12) hours or portion thereof (minimum of four (4) hours at time and one half (1½ x) their regular hourly pay).
 - (ii) All hours worked in excess of twelve (12) at double times (2x) their regular hourly pay

4. MEAL ALLOWANCE

The Employer shall supply a meal to employees required to work unscheduled overtime after the commencement of the thirteenth (13th) consecutive hour of work. In lieu of the Employer supplying a meal, the employee may claim fifteen dollars (\$15.00) without a receipt. The Employee shall submit the cost of a meal on the company expense form.

5. OVERTIME WAIVER AND ALTERNATE EMPLOYMENT

All employees currently employed at locations where ten (10) hour work schedules are or may be implemented and who are not willing to work ten (10) hour shifts or who are not willing to sign an overtime waiver in regard to working ten (10) hour shifts, shall be offered reasonable alternate employment with the Employer on the same shifts and at the same or greater hourly pay rates.

6. TEMPORARY ASSIGNMENTS

employees sent to jobs where ten (10) hour work schedules are in effect on a temporary basis shall be paid overtime pay under the provisions of Sub-Article 32.10 and Statutory Holiday Article 16 provisions as provided in the Collective Agreement.

PART III

11.14 TWELVE (12) HOUR SHIFTS

1. It is agreed between the parties if work schedules of twelve (12) hours per day are implemented they will be scheduled on a four (4) day on, four (4) day off basis.

- (a) All overtime shall be paid at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime.

The Employer shall, in addition to all other amounts due to the employee, pay an employee who works more than twelve (12) hours per shift:

- (i) Double (2x) his/her regular hourly rate for all hours worked in excess of twelve (12) hours in a shift.

2. STATUTORY HOLIDAY PAY

- (a) The provisions of Sub-articles 16.01, 16.03, 16.04 and 16.05 shall apply.

- (b) Following the first thirty (30) days of employment, a full-time employee and a part-time employee shall be entitled to the average daily hours he/she worked in the thirty (30) day period immediately preceding the holiday, provided the employee (full-time or part-time) meets the following conditions:

- (i) The employee worked, at least, twelve (12) days of the thirty (30) days immediately preceding the holiday observed.

- (c) In addition to the provisions of (b), employees working on a statutory holiday shall be paid as follows:

- (i) The first twelve (12) hours or portion thereof [minimum of four (4) hours] at time and one-half (1½ x) their regular hourly rate.

- (ii) All hours in excess of twelve (12) at double times (2x) their regular hourly rate.

3. MEAL ALLOWANCE

The Employer shall supply a meal to employees required to work unscheduled overtime after the commencement of the thirteenth (13th) consecutive hour of work. In lieu of the Employer supplying a meal, the employee may claim

fifteen dollars (\$15.00) without a receipt. The employee shall submit the cost of a meal on the Company expense form.

4. OVERTIME WAIVER AND ALTERNATE EMPLOYMENT

All employees currently employed at locations where twelve (12) hour work schedules are or may be implemented and who are not willing to work twelve (12) hour shifts or, who are not willing to sign an overtime waiver in regard to working twelve (12) hour shifts, shall be offered reasonable alternate employment with the Employer on the same shifts and at the same or greater hourly rate.

5. TEMPORARY ASSIGNMENTS

Employees sent on a temporary basis to locations where twelve (12) hour work schedules are in effect and who are not regularly scheduled to work such locations shall be paid under the overtime provisions of Sub-Article 32.10 and the statutory holiday provisions of Article 16 of this Agreement.

ARTICLE 12 - HOURS OF WORK FULL-TIME

12.01 STANDARD HOURS OF WORK

The standard hours of work shall be (as per site requirements):

- (a) eight (8)-hour shifts;
- (b) ten (10)-hour shifts; or
- (c) twelve (12)-hour shifts.

A week shall commence at 12:00:01 am Friday and end at 12:00:00 midnight Thursday.

12.02 MAXIMIZATION OF HOURS:

- (a) The Union recognizes that the hours of work of employees of the Company are directly determined by the contractual obligations between the Company and their client(s). Therefore, the hours of work will be determined by the Company and will be consistent with the requirements of the Client(s).
- (b) Notwithstanding 12.01(a) above and consistent with the client requirements, the Company will attempt to schedule employees to maximize the hours available at the client site consistent with the principle of forty (40) hours per week and consistent with 12.02 (c) below.

- (c) The Company may schedule employees at a client site to support, augment or replace regular employees who are absent for any reason.

12.03 STANDARD SHIFTS

Employees shall normally be scheduled for one of the following standard shifts:

- (a) five (5) eight (8) hour shifts followed by two (2) days off per week;
- (b) four (4) ten (10) hour shifts followed by three (3) days off per week, or
- (c) four (4) twelve (12) hour shifts followed by four (4) days off work.

It is understood that these may not be the only types of schedules permissible under this Agreement.

12.04 SPLIT DAYS OFF

When an employee's days off are split he/she shall receive overtime at time and half (1½ x) for one (1) eight (8) hour shift in that week as compensation thereof. Exceptions may be made in cases where it is proven that scheduling prohibits consecutive days off or where employees request in writing that their days off be split.

12.05 SPLIT SHIFT

Where it is necessary for a shift to be split on a regular basis in order to meet the requirements of a job, the Employer shall provide the details of the job and proposed shift schedule to the Union. Providing the Union and the employees concerned are in agreement, a straight time eight (8) hours schedule shall be adopted which shall encompass no more than twelve (12) hours from the start to the end of the shift.

12.06 MINIMUM REPORTING TIME

Where possible, employees booking off assigned shifts shall give the Employer a minimum of four (4) hours notice. Those employees who give less than four (4) hours notice, for medical reasons, shall be required to provide a medical certificate. Where the Employer requests a medical certificate, the Employer will cover the cost of obtaining it.

12.07 REDUCED HOURS

Full-time employees reduced to less than twenty-five (25) hours at straight time for more than two (2) consecutive weeks shall be given the choice, in writing, of going on part-time status, displacing to another work site or being laid off for lack of work or and shall be given preference over all part-time employees for full-time work when it becomes available at the affected work site, provided the employee applies for a

posting that becomes available, at the affected work site, and clearly indicates in writing, when applying, that he/she was previously displaced from the site.

ARTICLE 13 - HOURS OF WORK PART-TIME

13.01 PART-TIME DEFINED

The basic part-time work week under this Agreement is twenty-four (24) hours or less.

13.02 PART-TIME CRITERIA

An employee who does not meet the criteria for full-time classification as laid out in Article 12, sub-Article 12.02, or who has not been hired or designated by his/her Employer as full-time, shall be classified as a part-time employee. (See Article 33.01 on the reporting status.)

13.03 EXCEPTIONAL PART TIME WORK

Full time employees shall be offered shifts, before part time employees, provided it does not place the full-time employee into an overtime position.

ARTICLE 14 - NEW OR REVISED CLASSIFICATIONS

14.01 NEW CLASSIFICATION

When a new classification is established which comes within the scope of this bargaining authority, the Employer and the Union shall meet to discuss the new classification and set an appropriate rate. If agreement cannot be reached, the matter shall be processed through the arbitration proceedings set out in this Agreement. Upon establishment of the new classification, an interim rate shall be set and if the rate finally set through negotiations or arbitration is higher than the interim rate, a retroactive adjustment shall be made back to the date when the new classification was established.

14.02 REVISED CLASSIFICATION

In a case where changes in job content of an existing classification are deemed sufficient to warrant an increase in the existing rate, the Union and the Employer shall meet to establish a new rate. If agreement cannot be reached, the matter shall be processed through the arbitration proceedings set out in this Agreement. When and if a higher rate is established, it shall be effective from the date the classification was first submitted for review.

ARTICLE 15 - MEAL ALLOWANCE AND SITE ORDERS

15.01 MEAL ALLOWANCE

The Employer shall supply a meal to employees required to work unscheduled overtime after the commencement of the thirteenth (13th) consecutive hour of work. In lieu of the Employer supplying a meal, the employee may claim fifteen dollars (\$15.00) without a receipt. The employee shall submit the cost of a meal on the Company expense form.

15.02 SITE ORDERS

The Company will ensure that up-to-date, detailed site orders are posted at all work locations.

ARTICLE 16 - STATUTORY HOLIDAY PAY

16.01 STATUTORY HOLIDAYS

- (a) The following and all additional days as may be declared by the Federal and/or Provincial Government and shall be recognized as statutory holidays. Statutory pay rates will be paid for work done only on the day the holiday occurs and not for the closest weekday.

Holiday:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

- (b) In the event that a work shift overlaps the beginning or the end of a statutory holiday, the criteria shall be that all hours actually worked on a statutory holiday, between 12.01 a.m. and 12.00 midnight, shall be considered as worked on a statutory holiday.
- (c) An employee required to work on a designated statutory holiday shall be paid one and one-half (1½ x) times their regular rate of pay plus that day's pay for the first eight (8) hours of work and double times (2x) their regular rate of pay for all hours in excess of eight (8).
- (d) The employee must have worked at least fifteen (15) of the thirty (30) days, prior to the statutory holiday.

16.02 STATUTORY HOLIDAY ON DAY OFF

In the event a statutory holiday falls on an employee's regular day off, then the employee shall receive another day off, with pay.

16.03 WORKING ON STATUTORY HOLIDAY

A full-time employee required to work on a statutory holiday which otherwise would have been the employee's day off or who, for any other reason, would have been receiving overtime rates for that day, shall, in addition to 16.02 be paid an additional straight time rate.

16.04 STATUTORY HOLIDAY DURING ANNUAL VACATION

If a statutory holiday falls during an employee's annual vacation, the employee shall receive an extra day's vacation, with pay, in lieu thereof.

16.05 SPECIAL DAYS

When an employee's work schedule requires them to work Christmas Day, Boxing Day, New Year's Day, the Employer shall make every effort to re-arrange the work schedule so the employee shall have one (1) of those days off if requested which won't be unreasonably denied by management.

ARTICLE 17 - ANNUAL VACATION

17.01 VACATION WITH PAY

All employees shall be entitled to an annual vacation with pay based on continuous employment with the Company in accordance with the following:

- (a) An employee with more than one (1) but less than four (4) completed years of service shall receive two (2) weeks' vacation with pay equivalent to four percent (4%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.
- (b) An employee on completion of four (4) years of service, but less than eight (8) years of completed service, shall receive three (3) weeks' vacation with pay equivalent to six percent (6%) of gross earnings for the preceding vacation year, pursuant to his/her employment with the Employer.
- (c) An employee, upon completion of eight (8) years of service, shall receive a four (4) weeks' vacation with pay equivalent to eight percent (8%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Employer.

- (d) An employee, upon completion of seventeen (17) years of service, shall receive a five (5) weeks' vacation with pay equivalent to ten percent (10%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Employer.
- (e) An employee with twenty-two (22) or more years' service shall receive six (6) weeks' vacation with pay equivalent to twelve percent (12%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.

17.02 VACATION YEAR

"Vacation Year" means the twelve (12) month period following the employee's date of hire. Calculation of continuous employment with the Employer or its predecessors and gross earnings shall be made as of the anniversary date of each year of employment.

17.03 VACATION REQUESTS

All employees shall submit completed Vacation Request forms to the Employer during the month of February each year and such request shall be answered by the Employer, in writing, on or before March 31st of the year for which the request is submitted, for which such decision shall not be reasonably withheld. If vacation requests are denied, written reasons shall be given. In the event the Employer fails to respond to the vacation request on or before March 31st of the year for which the request is submitted, it shall be deemed approved.

Where two (2) or more employees at the same site request to take vacation on the same day for the same period of time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority. In the event an employee at the same site requests a Leave of Absence for the same period of time that a vacation request has been submitted for, the vacation request shall take precedence.

Employees who do not file a vacation request form during February of each year, must file the vacation request at least, thirty (30) days prior to the requested start of their vacation. Such late requests shall be considered only after all prior vacation requests have been granted and will be dealt with on a first-come, first-serve basis, subject to operational requirements. In special or emergency circumstances, the Company will make every effort to fulfill such vacation.

Vacation pay shall be paid on the payday immediately preceding the start of the employee's vacation. All eligible employees who do not submit their written vacation request each year, shall receive their vacation pay on the final pay in April of the vacation year.

An employee who is hospitalized because of sickness or accident while on a scheduled vacation, will be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Employer.

17.04 VACATION PAY ON TERMINATION

On termination of employment, an employee shall be paid all accrued vacation entitlement at the applicable percentage rate of his/her gross earnings.

ARTICLE 18 - COMPASSIONATE ABSENCES

18.01 COMPASSIONATE ABSENCES

- (a) In the case of death in the immediate family of a full-time employee, he/she shall be granted compassionate absence with full pay at straight time for four (4) days. In addition, full-time and part-time employees shall be entitled to take up to two (2) weeks leave without pay. Such days off and/or leave, without pay, shall be concurrent either with the receipt of notification of death or the day of interment. Immediate family in this case means: mother, father, spouse as defined in the Provincial or Federal statutes, sister, brother, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather and grandchildren. Satisfactory proof shall be supplied to the Employer on request. Where employees are required to travel out of British Columbia to attend a funeral, the Employer will grant an additional one (1) day unpaid leave.
- (b) For the purpose of this Article spouse as defined in the Provincial or Federal statute, shall include common-law relationships and same sex relationships.

ARTICLE 19 - COURT APPEARANCES

19.01 LEGAL PROCEEDINGS

All time spent in attendance at any legal proceeding arising out of actions performed on behalf of the Employer or the Employer's client shall be paid at the applicable rate provided the employee performed his or her duties within the parameters as established by the provincial mandatory training, (Basic Security Training 1).

19.02 COURT ATTENDANCE

An employee who is required to attend court, as outlined in 19.01 above, on a day which would normally be a day off, shall be given a third (3rd) day off, without pay, during the following week if they so request it, in writing, prior to attending court. Such day off shall be in conjunction with the employee's normal days off.

19.03 CROWN SUBPOENAED/JURY MEMBER

An employee required to serve as Crown subpoenaed witness or jury member, shall be paid full pay for all scheduled hours missed due to such duty. The employee shall turn over to the Employer any money, other than expenses, paid to them by the Crown for those days the employee would normally have worked.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 UNPAID LEAVE OF ABSENCE

Subject to operational requirements, for which such decision shall not be unreasonably withheld, the Employer may grant a request for a leave of absence from work without pay for a period of up to ninety (90) calendar days or longer to an employee provided that:

- (a) the employee files a request for a leave of absence at least thirty (30) calendar days prior to the proposed commencement of the leave of absence (except in the case of emergency); and
- (b) such leave is for a good reason and does not unreasonably interfere with operations.

Applicants must indicate, on a form provided by the Employer, the reason(s) for their leave of absence and the dates of departure and return from leave. The Employer shall notify the applicant in writing of its decision within fourteen (14) days after the written request was made by the employee to the Employer. In the event the Employer fails to respond to the Leave of Absence Request, within fourteen (14) days after the written request is submitted, it shall be deemed approved. In special or emergency circumstances the Company will make every effort to fulfill such request.

Where two or more employees, at the same site, request a Leave of Absence on the same day or for the same period of time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority. In the event an employee at the same site requests a Leave of Absence, for the same period of time that a vacation request has been submitted for, the vacation request shall take precedence.

20.02 NO WORK DURING LEAVE

Employees granted unpaid leave of absence shall not be permitted to work for the Employer during the time period of said leave of absence; exceptions may be permitted by mutual agreement between Employer and the Union.

20.03 MATERNITY/PARENTAL FAMILY RESPONSIBILITY AND COMPASSIONATE CARE LEAVE

Maternity Leave, Parental Leave and Family Responsibility and Compassionate Care Leave shall be granted in accordance with the British Columbia Employment Standards Act.

20.04 MEDICAL LEAVE

- (a) The Employer is entitled to proof of illness for any period in excess of three (3) days.
- (b) When an employee is requesting leave for medical reasons at the advice of the employees' medical practitioner, such request shall be accompanied by a statement from a qualified medical practitioner stating the expected duration of such leave. Prior to returning to work from such leave, the employee shall provide the Employer with three (3) office days' notice of such anticipated return to work and shall provide a statement from the medical practitioner certifying the ability of the employee to resume normal or modified work/duties. Such notice and statement will be delivered to the Employer during the Employer's regular office hours.
- (c) The Employer shall be responsible for physician's fees for any statement required by the Employer under this Article.

20.05 SENIORITY MAINTAINED

During an authorized leave of absence, an employee shall maintain and accumulate seniority.

ARTICLE 21 - HEALTH AND WELFARE

21.01 EMPLOYER CONTRIBUTION

The Company agrees to make available a health and welfare benefit plan which incorporates the following benefit levels and entitlements:

1. Medical

- (a) 80% for Hospital Care, Professional Services, Medical Services & Supplies
- (b) 100% for Vision (\$200 every two calendar years)
- (c) 80% for Prescription Drugs

2. Dental

- (a) Premiums 100% Company paid
- (b) 80% to a combined maximum of \$1,000 per calendar year

3. Life Insurance

- (a) Premiums 100% Company paid
- (b) Maximum of \$10,000

4. Accidental Death and Dismemberment

- (a) Premiums 100% Company paid
- (b) \$10,000

5. Spouse and Family Premiums

- (a) \$20 per week for family coverage, deducted from pay cheque

21.02 TERMS FOR A NEW CARRIER

The Company may move to a new insurance carrier to provide employee benefits. The Union agrees to a change in insurance carriers with the following conditions:

- (a) The Company may, in its own discretion, choose to change the insurance carrier responsible for providing the benefit plan, provided the new insurance carrier plan incorporates the same benefit levels and entitlements as with the previous insurance carrier. In the event the Company chooses to change the insurance carrier responsible for the benefit plan, it will provide the Union with six (6) months written notice of the change.
- (b) The Employer further agrees there will be no increase to existing deductibles or dispensing fees, nor shall any new deductibles or dispensing fees be levied on employees or their dependants above what existed in the previous insurance carrier's plan.
- (c) In changing insurance carriers, there may be some differences in the provision of benefits which, while not substantive, could adversely affect some employees. The Company and the Union will review such situations on a case by case basis and in good faith, seek a resolution to prevent an adverse effect to the employee. A resolve may include temporary maintenance of the previous insurance carrier's plan.

- (d) The Employer Agrees that they will maintain the highest level of confidentiality with regards to an employee's medical information and will not involve themselves in the insurance carrier's assessment of whether or not a benefit claim should be accepted or rejected.
- (e) Three (3) months prior to implementation with the new insurance carrier, the Company will provide the Union with a copy of the full benefit plans and any related contracts with the new carrier.

ARTICLE 22 - SENIORITY

22.01 PROBATIONARY PERIOD

- (a) An employee shall be a probationer for the first ninety (90) calendar days. During the period of probation, the employee's suitability for permanent employment shall be assessed on the basis of his/her:
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) client preference

If at any time during this period the Employer finds the employee unsuitable for the above reasons, he/she may be terminated.

- (b) Once seniority is established in this way, an employee shall not be demoted, reduced to part-time, or terminated for other than just cause, lack of work, or retirement.
- (c) The Employer shall assign full or part-time status immediately upon the completion of ninety (90) calendar days this shall be indicated in writing on the next immediate Employer's Report. Union initiation fees shall be deducted during the next two (2) immediate pay periods. Full-time employees shall be offered shifts before part time employees, provided it does not place the full-time employee into an overtime position.

22.02 APPLICATION OF SENIORITY

The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in cases of vacancies, promotions within the bargaining unit, lay-off and recall after lay-off, seniority shall prevail, subject to the employee possessing the necessary qualifications and ability to perform the work.

22.03 SENIORITY LISTS

Seniority will be established on the basis of the original hire date of each employee as established by the records of the Company. The Company will prepare a new seniority list. Any disputes as to the accuracy of an employee's seniority date shall be subject to the grievance procedure. The Company will supply the Union copies of the up-to-date seniority lists every three (3) months, or more frequently, if requested. The Company will supply monthly addenda indicating the most recent changes.

22.04 DISPLACEMENT

The exercising of seniority to displace a junior employee shall not be permitted except when postings are abolished, or hours of work or days off are changed.

22.05 REDUCTION IN FORCES AND DISPLACEMENT

Whenever a reduction in the workforce is necessary or an employee exercises their displacement rights, the affected employee(s) shall be advised by the Employer of the following options available:

- (a) bumping the most junior employee
- (b) layoff with the right of recall; or
- (c) placed onto the casual list.

22.06 LOSS OF SENIORITY

An employee shall cease to have seniority rights and employee status with the Employer shall be terminated for all purposes if the employee:

- (a) Voluntarily terminates his/her employment and in the event an employee is rehired there shall be no continuity of service and will be considered a new hire for the purposes of seniority;
- (b) Is laid off by the Employer for a period of eight (8) consecutive months;
- (c) Fails to report for work within five (5) working days after being notified by the Employer of recall, by registered mail, unless due to illness with medical certificate to be provided. The medical certificate must be presented within three (3) business days when requested by the Employer;
- (d) Is absent without leave and no reasonable reason given;
- (e) Is absent from work due to accident or illness, and the employee's medical condition has plateaued and there remains no reasonable probability of him

or her being able to return to work. The Employer may require medical confirmation of the employee's status through his/her physician and/or via an Independent Medical Examination of which the cost, of such, will be borne by the Employer;

- (f) Is terminated for just and reasonable cause;
- (g) If an employee uses a leave of absence for reasons other than that for which the leave was granted;
- (h) If an employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence. The reasonable excuse must be communicated within ten (10) calendar days from the return date;
- (i) If the employee refuses to accept four (4) shifts within thirty (30) consecutive days;
- (j) Fails to work an offered shift within sixty (60) calendar days of the last shift worked.

22.07 LAY-OFF OR REDUCTION TO PART-TIME

In the case of employees who have completed the probationary period and are laid off or reduced to part-time due to lack of work, the Employer agrees to give such employees preference in recall subject to the following conditions:

- (a) Recall shall be by seniority provided that the employee has the skill and ability to perform the work.
- (b) Laid off employees shall be called back in the reverse order in which they were laid off. The Company shall give notice of recall from layoff by registered letter to the last recorded address of the employee and the Union will receive copies of such letters. employees shall keep the Company advised of current addresses. The Employer will not be responsible if the address is not current.
- (c) The Employer shall notify the Union of any lay-off.
- (d) No new employees shall be hired following a lay-off until those employees who are laid off have been given reasonable opportunity of recall.

22.08 TERMINATION AND SEVERANCE

The notice of terminations and severance pay provisions of the Employment Standards Act shall apply to all terminations except those which are for just cause.

ARTICLE 23 - POSTING AND VACANCIES

23.01 JOB POSTINGS

- (a) All vacancies expected to last more than thirty (30) days shall be posted. A copy of the posting shall be sent to the Union. All employees wishing to apply must submit a written request for the position, via email or fax to Human Resources in order to be considered for the position.

The posting document shall contain the following:

- (i) position available;
 - (ii) rate of pay;
 - (iii) hours of work;
 - (iv) schedule information;
 - (v) location;
 - (vi) required knowledge and qualifications, including skill and ability;
- (b) The deadline for applications shall be seven (7) calendar days from the date the posting is distributed.
- (c) The most senior employee who has applied within the deadline and who meets the minimal qualifications (including skill and ability) will be awarded the shift. If the successful candidate will incur overtime, due to the change in shifts, they shall be booked off one (1) of the two (2) shifts so that overtime is not incurred.
- (d) If any vacancy more than thirty (30) days is, at the time the vacancy arises, expected to be temporary in nature, the shift previously belonging to the successful candidate shall be posted and available for bidding as follows:
- (i) The shift previously belonging to the successful candidate shall be posted on a weekly basis for such time as the successful candidate is occupying their new shift.
 - (ii) The shift previously belonging to the successful candidate shall be posted in accordance with the process set out in (f) below. Such shift may be broken apart into separate days or groups of days to assist the bidding employee(s) in receiving as many additional days as possible without incurring overtime.

- (iii) For illustration purposes, the process of shift scheduling in this provision is set out at the attached LOU #1.
- (e) Within five (5) working days (excluding Saturdays, Sundays, and holidays) of the position being filled, all applicants for the posted position and the Union shall be notified in writing of the name of the successful applicant and the effective date of the promotion. Upon request, the Union shall be advised of the names, seniority and qualification of all applicants.
- (f) All vacancies expected to be less than thirty (30) days shall be posted on an online messaging tool or app, with date and time stamp, such as WhatsApp, by nine a.m. (9:00) the day prior to the shift commencing. Employees wishing to work the shift shall inform the Employer prior to noon. The senior employee, who has informed the employer of their desire to work and who will not incur overtime by working said shift, shall be awarded the shift, in accordance with Articles 12 and 13. If there is no one available to work the shift, then the shift shall be offered to the senior employee, overtime rates shall apply.
- (g) All vacancies that occur with less than one (1) days' notice shall be posted on an online messaging tool and app, with date or time stamp, such as WhatsApp group for thirty (30) minutes, after which the same process as outlined in (f) above shall apply.
- (h) All vacancies that occur with less than two (2) hours notice shall be posted on an online messaging tool or app, with date and time stamp for no less than fifteen (15) minutes after which the senior person shall be awarded the shift as outlined in (f) above shall apply.

23.02 NEW JOB SITES

When the Employer obtains new job sites through a tender process or job sites where the Employer has a minimum delay in start-up time of twenty-one (21) days, employees from existing job sites shall be entitled to apply, in writing, for transfers to such new sites. In the event the client dictates that any of the incumbent guards are to be hired, by the Employer, then such request will be adhered to. In the event all the incumbent guards are not requested, by the client, to be hired by the Employer then those positions will be posted.

Also, in the event a current client requests that certain employees be transferred from one of its current locations to another open position at another location, then such request will be subject to the employees' consent. In the event of a declined transfer, then the vacant position at the other location will be posted.

ARTICLE 24 - REMOVAL FROM SITE

24.01 CLIENT DIRECTS REMOVAL FROM SITE

Where a client directs the Company to remove an employee assigned to the client's site because the employee is not suitable for the requirements of the client, one or the following shall occur:

NON-CULPABLE REASONS

- (a) If the removal is for non-culpable reasons, then the reduction of forces displacement language will apply with the exception of 22.5 (i), and the employee shall maintain his/her rate of pay or hours of work up to a maximum of ninety (90) calendar days. If the employee chooses not to bump into another position which provides for the same amount of hours of work, then the maintaining of the hourly rate of pay and hours of work for ninety (90) calendar days shall not apply.

CULPABLE REASONS

- (b) If the removal is for culpable reasons and the investigation reveal a prima facie case for culpable removal, the employee will be scheduled for available work by the Company for which the employee has the requisite qualifications and ability, subject to the provisions of the Collective Agreement, until the employee is awarded a vacancy in accordance with Article 23.

The Company shall provide written reasons as to why the employee was directed to be removed by the Client within seven (7) days of the removal.

ARTICLE 25 - WORKSAFE BC

25.01 SAFE AND HEALTHY WORK ENVIRONMENT

The Union and the Company are committed to ensuring a safe and healthy work environment for all employees and agree to comply with the *Workers' Compensation Act* and its regulations.

25.02 JOINT HEALTH AND SAFETY COMMITTEE

The Company and the Union agree, where required by law, to establish and maintain a Joint Health and Safety Committee ("Committee"). The Committee shall be comprised of at least two (2) management members and two (2) worker members, the latter to be chosen by the Union. Neither the number of worker members nor management members shall exceed four (4). At no time shall the number of Company members be allowed to outnumber the amount of worker members, unless otherwise due to a lack of attendance. The Unifor Local and/or National Union Representative

may attend meetings of the Health and Safety Committee. It is understood that the aforementioned representative may speak at the meetings but is not entitled to vote.

25.03 CO-CHAIRS

Two (2) co-chairpersons shall be selected from and by the members of the Committee. One of the Co-Chairpersons shall be a union member chosen by the worker members of the Committee. The other Co-Chairperson shall be a management member.

25.04 ALTERNATES

Alternates may be allowed with the approval of the Co-Chairpersons. Each party will supply a listing of one (1) alternate.

25.05 REGULAR MEETING

The Joint Committee shall meet monthly on a regularly established schedule, predetermined and approved by the Joint Committee. Any changes to meeting schedules must be approved by the Co-Chairpersons.

25.06 PURPOSE OF THE JOINT COMMITTEE

The purpose of the Joint Committee shall be:

- (a) to identify situations that may be unhealthy or unsafe for workers;
- (b) to consider and expeditiously deal with complaints relating to the health and safety of workers;
- (c) to make recommendations to the Employer and the workers for the improvement of the health and safety of workers;
- (d) to advise the Employer on proposed changes to the workplace or the work processes that may affect the health or safety of workers;
- (e) to ensure that accident investigations and regular inspections as may be required by the Act and its regulations are carried out;
- (f) to participate, where required, in inspections, investigations and inquiries in accordance with the Act and its regulations;
- (g) to review current accident reports, and their causes and means of prevention; and
- (h) to receive information from the Employer respecting, the identification of potential or existing hazards or materials, processes or equipment.

25.07 MEETING AGENDA

Where possible, the Co-Chairpersons will jointly prepare an agenda and forward a copy of the agenda to all Joint Committee members in advance of the meeting.

MINUTES OF MEETINGS

25.08 SECRETARY

The Joint Committee will designate a Management Representative who need not be a Joint Committee member as “secretary” for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within one (1) week of the meeting, or as the Joint Committee may, from time to time, instruct.

25.09 MINUTES APPROVED

Minutes of meetings will be reviewed, approved and edited where necessary, by the Co-Chairpersons, then signed and circulated to, all local Joint Committee members and a member of Senior Management (to be designated by the Employer) and also posted in a conspicuous place at the local Employer’s office, which the Joint Committee represents for the attention of other workers. Copies of the minutes will be made available on the Allied Universal Office Health & Safety Board, at as many client sites as possible, electronically, and posted in the Employer’s Health & Safety Logbook, which shall maintain one (1) year’s worth of minutes available.

25.10 UNRESOLVED ITEMS

All items, both resolved and outstanding, will be reported in the minutes and unresolved items will be placed on the agenda for the next meeting.

25.11 ACTION ITEMS

Action items will have the name(s) of the individual(s) responsible to complete the action and the time frame for completion of the assigned action noted in the minutes.

25.12 QUORUM

The Joint Committee shall have a quorum of (50% + 1) members present in order to conduct business. One (1) Co-Chairperson must be present in order to conduct business and chair the meeting. In the absence of quorum, the meeting shall be re-scheduled as soon as practicable. In the absence of quorum, the meeting shall be rescheduled as soon as practicable.

25.13 PAYMENT FOR ATTENDANCE AT MEETINGS

All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member’s regular rate, as

may be proper. Time spent by an employee preparing for or attending Joint Committee meetings during his or her regularly scheduled shift shall be considered as time at work for the purposes contained in the Collective Agreement. Time spent preparing for and attending Joint Committee meetings outside an employee's regularly scheduled shift will be paid for at regular straight time rates and will not be considered for the purposes of overtime pay entitlement.

25.14 PREPARATION TIME

Joint Committee members shall be entitled to reasonably necessary paid time to prepare for each committee meeting, as determined by the Co-Chairpersons.

25.15 ILL OR INJURED EMPLOYEES

Any employee suffering any workplace injury or employment-induced illness while on duty must report same to the Supervisor stating the illness or injury. If the workplace injury or employment-induced illness prevents an employee from continuing to perform his or her duties and the employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to seek medical attention in cases of such illness or injury.

25.16 TRANSPORT OF ILL OR INJURED EMPLOYEES

Any employee injured on duty at a site, or who becomes ill such that they are not able to travel to a hospital or doctor on their own, shall be transported by the Company or at Company expense to a hospital if needed and from the hospital to home following treatment, or to a doctor if needed and from the doctor to home following treatment.

25.17 RIGHT TO REFUSE

If a worker exercises his or her right to refuse hazardous work he or she shall notify his or her immediate supervisor, who shall in turn advise a member of the Joint Committee, as soon as practically possible. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.

25.18 JOINT INVESTIGATION

Upon notification, the supervisor and the Union co-chairperson or alternate shall conduct a joint investigation and reveal the results of their investigation to the refusing worker. The Union co-chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker. Where no agreement occurs, a *WorkSafe BC* Inspector should be requested to attend the facility, inspect the workplace, and make a determination.

25.19 No Loss of Pay

For the employee who refuses work, with just cause, there shall be no loss of pay, seniority or benefits during the period of refusal, provided the employee performs any alternate work assigned by the Employer.

25.20 Vaccinations and Inoculations

If vaccinations or inoculations are required of employees because of exposure to communicable disease(s) or exposure to toxic materials at a job site, the Employer shall cover the costs of such vaccinations or inoculations that are not covered by the *WorkSafe BC* or the *Medical Services Plan of B.C.*

25.21 Pay for Day of Accident or Illness

An employee suffering an accident at work or a work-related illness shall receive pay at the appropriate rate for the complete shift for which he/she was scheduled.

25.22 Verifying Employee's Safety

All employees, must be provided with a means whereby their safety and whereabouts can be verified, at least once each hour. On sites and/or shifts where only one (1) Security Officer is on duty, the following safety check system will be followed:

- (a) All employees shall be provided with a radio or access to a telephone. employees shall call the call-in line once every hour to verify their well being
- (b) In the event of an emergency, all employees shall be instructed to dial "911" prior to calling the Employer.
- (c) If an employee fails to check in at the prescribed time dispatcher/control centre will attempt to contact the employee and if unsuccessful, the dispatcher shall send a patrol car or the police to investigate.

25.23 Intrusion Alarms

No employee covered by this Agreement shall be required to enter alone any premises from which an intrusion alarm has been received if in his/her estimation it is unsafe to do so without the presence of the police.

25.24 Education and Training

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.

- (b) The worker members of the Joint Committee may attend the Unifor Health and Safety Course [one (1) week] at the Union's expense, which may be taught at the Unifor Family Education Centre in Port Elgin.

25.25 ACCIDENT AND INCIDENT INVESTIGATION

Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated by the Employer in accordance with the Collective Agreement, the *Workers' Compensation Act* and its regulations.

25.26 ACCOMMODATION OF DISABLED WORKERS

The Employer and the Union recognize that the Employer has an obligation to accommodate disabled employees to the point of undue hardship. Each case shall be examined individually on its merits. The Employer will involve the Union in discussions relating to accommodation of disabled employees. The seniority provisions of the Collective Agreement shall only be set aside to accommodate a disabled employee with the agreement of the Union.

ARTICLE 26 - DISCRIMINATION

26.01 HARASSMENT DEFINED

The Company and the Union are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment as stated in the *British Columbia Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment. Harassment includes abusive and demeaning conduct.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;

- practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- posting or circulation of offensive photos or visual materials;
- refusal to work or converse with an employee because of their racial background or gender, etc.;
- unwanted physical conduct such as touching, patting, pinching, etc.;
- condescension or paternalism which undermines self-respect;
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

26.02 HARASSMENT IS NOT

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

26.03 FILING A COMPLAINT

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to supervisor or Shop Steward and/or Union Representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harassment, or they may fear reprisals, lack of support from their work group, or disbelief by the supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company Official.

26.04 INVESTIGATION

Upon receipt of a complaint, the Supervisor/Shop Steward contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Branch Manager (or delegate) and the Union Representative.

A formal investigation of the complaint will then begin by the Union Representative and Branch Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

26.05 RESOLUTION

The Union Representative and Branch Manager or their designates will then complete a report on the findings of the investigation. The Union Representative (or delegate) and Branch Manager (or delegate) will make a recommendation on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and the National Unifor Policy regarding discrimination and harassment in the workplace.

Any grievance filed as a result of any discipline or resolution imposed by the Employer will be initiated at the third step of the grievance procedure. If not resolved at that point, it may be referred to arbitration in accordance with the provisions of the Collective Agreement. Parties shall not pursue complaints through both the grievance procedure and the procedures under this Article.

The pursuit of frivolous allegations through the Human Rights Complaint Procedures has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial *Human Rights Tribunal* and to seek redress under the *Human Rights Code*.

ARTICLE 27 - UNIFORMS AND EQUIPMENT

27.01 UNIFORMS

(a) Complete properly fitting uniforms, excepting footwear and underwear and all equipment necessary for the job shall be furnished by the Employer. Shoes worn with uniform shall be conservative in appearance and black in colour.

(b) The minimum uniform issue shall be as follows:

Full-Time - two (2) pairs of pants, three (3) shirts, one (1) jacket, (one (1) hat, one (1) tie (if required by the client) (or if designated by the Employer), two (2) skirts, three (3) blouses, one (1) jacket, one (1) scarf), latex gloves (as required).

(c) At locations where employees are required to perform outside security duties in inclement weather, the Employer shall provide rain coats to the location and/or winter jacket to each employee who works at the location. Under the conditions of and in addition to the cleaning allowance provided for in Article 27.03, the Employer shall reimburse employees, who are issued winter jackets, the cost of cleaning such jackets two (2x) times per year. The limitation of cleaning winter jackets two (2x) times per year shall not apply to employees working under extraordinary conditions. Such employee's special cleaning requirements shall be addressed by the parties to this Agreement.

(d) At locations where it is a requirement to carry radios, flashlights and other equipment such as key rings, the Employer shall make available utility belts.

27.02 SAFETY EQUIPMENT/FOOTWEAR

Where client or *WorkSafe BC's* specifications require the use of safety equipment, including but not limited to respirators, safety goggles, ear protectors, light reflective clothing or safety footwear, the Employer shall provide such equipment.

27.03 CLEANING ALLOWANCE

Furnished uniforms shall be cleaned and maintained at the Employer's expense. Initial alterations required and approved by the Employer, to make the uniform fit to proper standards, shall be provided by or paid for by the Employer and no other alterations to the uniform are permitted unless authorized, in writing, by the Employer. Furthermore, the Employer, on receiving an acceptable receipt, shall reimburse employees for uniform cleaning to a maximum amount of thirty dollars (\$30.00) per month.

27.04 UNIFORM WHILE TRAVELING TO WORK

Employees agree that they will not wear items of their furnished uniform, except while on the job or traveling to and from the job site. At no time is the uniform to be worn in conjunction with regular clothing in such a manner as to allow any corporate identification to show, unless approved in writing by Management first.

ARTICLE 28 – BONDING

28.01 BONDING

If at any time the Employer requires any employee hereafter to be bonded, it is agreed that the Employer shall then request the employee to fill in the necessary application to a recognized bonding firm, selected by the Employer. It is further agreed that the costs of such bonding shall be paid by the Employer. It shall be a condition of employment that all employees engaged as Security Guards must qualify for and obtain a bond.

ARTICLE 29 - TERMINATIONS AND SUSPENSIONS

29.01 EMPLOYEE QUILTS

If an employee quits, the Employer shall, within six (6) days after the date of termination of Employment, pay all wages, holiday pay and other monies owing the employee, and provide an E.I. Record of Employment.

29.02 EMPLOYEE IS TERMINATED

When an employee is terminated, the Employer shall forthwith pay all wages, holiday pay and other monies owing the employee and provide an E.I. Record of Employment within seven (7) days.

29.03 UNIFORM AND EQUIPMENT RETURNED

Upon termination, the Employer shall request, in writing, items issued to the employee for return, such as all uniforms, shoulder flashes and equipment, all of which shall be returned in good condition, notwithstanding wear and tear. Failure to return requested items shall result in the Employer deducting the cost of the items from the employee's final pay cheque.

29.04 DISCIPLINE

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline. No employee who has completed probation, shall be terminated or demoted or reduced to part-time from full-time, for

other than just and reasonable cause, lack of work or retirement, unless he/she has received, at least, two (2) written warnings within the previous twelve (12) months.

The written warnings will, in preference, be presented personally as soon as practicable following the offence. In the event that it is not practicable to personally present the warnings within two (2) office days of knowledge of the offence, the warnings may be mailed within three (3) office days following knowledge of the offence. All written warnings shall provide spaces for an employee to agree or disagree with the discipline and/or to enter comments. A copy shall be sent to the Union forthwith. Written warnings shall be removed from an employee's file not more than twelve (12) months after the offence. Records of employee suspensions shall be removed from an employee's file two (2) years after the offence, provided there has been no further discipline for the same or similar type of offence during the two (2) year period.

ARTICLE 30 - GRIEVANCE AND DISPUTE RESOLUTION

30.01 DISCIPLINE FOR JUST AND REASONABLE CAUSE

Employees who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing, including verbal warnings which are documented with a date, subject and person present. A copy of each disciplinary letter will be given to the Staff Representative of the Union and the Unit Chairperson. All investigations and subsequent discipline will be carried out as expeditiously as possible.

30.02 UNION REPRESENTATION

No employee shall attend the offices of a Supervisor and/or Manager for disciplinary purposes or receive a letter of warning from same without the presence of a Shop Steward of their choice, when available. Discipline needs to occur in a timely fashion and will not be postponed due to the unavailability of a Shop Steward. If the Shop Steward of the employee's choice is not available, a Steward shall be made available for the employee.

30.03 GRIEVANCE

Any complaint or disagreement between the parties respecting the interpretation or application of this Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

30.04 GRIEVANCE PROCEDURE

The Union or the Company may present a grievance. Any grievance which is not presented within seven (7) calendar days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved parties.

All grievances must be in writing, and must briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, the provision of the Collective Agreement which is alleged to have been violated, and the remedy requested.

INFORMAL:

The parties are encouraged to try to resolve issues on an informal basis prior to invoking the grievance procedure.

Step 1:

The Steward or designate shall submit their formal grievance in writing to the Manager or their designate.

The Manager or their designate shall reply to the grievance, in writing with a response to each specific allegation outlined in the grievance within seven (7) calendar days of receiving the written grievance.

The Unit Chair must be provided with a copy of the grievance and response. If a satisfactory settlement cannot be reached, then:

Step 2:

Within ten (10) calendar days of receiving the Company's reply in Step 1, the Union will notify the Company, in writing, that it desires to move the grievance to Step 2.

Within ten (10) calendar days thereafter, the National Representative, full-time Local 3000 Service Representative or designate, will meet with the Manager in an attempt to resolve the grievance.

No later than ten (10) calendar days following the Step 2 meeting, the Manager will notify the Union, in writing, of their decision with a response to each specific allegation outlined in the grievance.

If no satisfactory settlement is reached, then the grieving party may refer the grievance to a single Arbitrator, pursuant to Article 20, within thirty (30) days. Any dispute not referred to arbitration within this time limit will be considered to be irrevocably withdrawn.

30.05 ISSUING DISCIPLINE

As much as practicable, all discipline shall be in writing, within fourteen (14) days of the incident or first knowledge of the incident by the Employer. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

30.06 TIME LIMITS

All grievances and referrals to arbitration must follow the required timelines, which can only be extended with written mutual consent of the Employer and the Union.

30.07 SUSPENSION OR DISCHARGE GRIEVANCE TO STEP 2

GRIEVANCES FILED AT STEP 2

Group and policy grievances or grievances concerning the suspension or dismissal of an employee may be initiated at Step 2 of the grievance procedure, with the agreement of both parties and must be submitted within ten (10) calendar days of the date the situation arose that led to the grievance.

30.08 GRIEVANCE MEETINGS

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Employer representative and the Union representative. The Union Representative shall suffer no loss of pay.

30.09 DISCLOSURE OF INFORMATION

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

30.10 SUNSET CLAUSE

All reprimand notices or disciplinary measures will remain on the employee file for twelve (12) months from the date of notice or reprimand. If a further infraction occurs within the twelve (12) month period, the original and subsequent notices or reprimands will remain on the file until a further twelve (12) month period from the date of the most recent notice or reprimand.

ARTICLE 31 - ARBITRATION

31.01 REFERENCE

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to arbitration.

31.02 SINGLE ARBITRATOR

The arbitration shall be conducted by a single Arbitrator mutually selected by the Employer and the Union.

31.03 NO POWER TO MODIFY

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer and the Arbitrator deems relevant. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

31.04 BINDING EFFECT

The findings and decision of the Arbitrator on all questions shall be binding and enforceable on all parties.

31.05 COST SHARING

Each party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

31.06 EXPEDITED MEDIATION/ARBITRATION PROCESS

(a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 19 of the Collective Agreement:

- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (ii) The outcome may be binding on both parties.
- (iii) The cost will be shared one-half (½) by the Employer and one-half (½) by the Union.

- (iv) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the *Labour Relations Code*, have been made by either party.
- (v) No legal counsel will be used by either party. The Union will use elected officers or Union Representatives. The Employer will use employees of their Human Resources Office.
- (vi) The number of cases to be heard at any given time will not exceed three (3).
- (vii) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
- (viii) In such cases that the arbitrator must write a decision, such decision shall be brief and to the point.

ARTICLE 32 - PAYMENT OF WAGES

32.01 PAY DAY

The Employer shall, at least every second Thursday, pay to each employee covered by this Agreement, all wages earned to a day not more than eight (8) days prior to the date of payment, providing that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. For purposes of this Article, a day shall commence at the start of an employee's shift and end twenty-four (24) hours later. A week shall commence at 12:00:01 am Friday and end at 12:00:00 midnight on the immediately following Thursday.

Should a payroll error occur which is the responsibility of the Employer and is in excess of five (5) hours of straight time pay, the Employer shall pay the shortfall within five (5) working days of receipt of the payroll complaint which documents the hours worked by day for the payroll cycle upon which the complaint is based. Should the Employer fail to comply with the time limits specified in this Article, the employee shall receive an additional sum equivalent to four (4) hours of straight time pay for each calendar day that they are kept waiting after the initial five (5) working days. No penalty will be paid unless the payroll complaint document is provided to the Employer within five (5) working days of the receipt of the pay stub containing the error, and in no case shall the penalty exceed five hundred dollars (\$500.00).

32.02 PAY STUBS

The Employer shall provide a separate detachable itemized statement with each payment of wages or reimbursement of expenses. Such itemized statements shall show number of hours worked at straight time rates and overtime rates, the wage

rate and total deductions, and the last date to which the payment applies, and in the case of expenses, the breakdown of same such as transportation allowance at the applicable rate plus any other breakdown required.

Unless alternate arrangements are made, all pay stubs will be mailed to employees on pay days.

32.03 WHEN PAY CHEQUES ARE AVAILABLE

Unless alternate arrangements are made pay cheques shall be available to the employee at such a time as to ensure availability of banking services within banking hours on pay days taking into consideration the hours of work of the individual.

32.04 EXPENSES

The Employer shall, on each pay day, reimburse employees for approved expenses claimed in written statements submitted, at least, eight (8) days prior to such pay day.

32.05 WAGES DEPOSITED

The Employer shall direct deposit each employee's wages by noon every pay day in a bank branch, as designated by the employee. employees shall continue to receive a record in the form of a pay stub indicating wages earned and deductions.

32.06 WHEN BANK FAILS TO HONOUR CHEQUE

When a bank fails to honour a pay cheque, due to fault on the part of the Employer, the Employer shall, upon notification, reimburse the employee for the net amount of the cheque and any bank charges. Should the Employer fail to comply with this provision within two (2) working days the employee shall receive an additional sum equivalent to four (4) hours straight time pay for each calendar day he/she is kept waiting after the initial two (2) working days.

32.07 PAY WHEN EMPLOYEE CEASES TO BE EMPLOYED

In the event that an employee covered by this Agreement ceases to be an employee for any reason, he/she shall be paid, in accordance with the conditions and time periods set out in Article 30 to this Agreement. In the event that such person cannot return in person for his/her pay, the final payment(s) shall be mailed to the address designated by the employee, in accordance with the timings set out in Article 30 to this Agreement.

32.08 FAILURE TO MEET PAYROLL REQUIREMENTS

Where there has been a wilful failure by the Employer to meet the payroll requirements, the Union shall have the right to:

- (a) require the posting of a suitable bond, and/or
- (b) require that payment of wages and other payroll requirements be by cash or certified cheque.

32.09 NO EMPLOYEE LOWERED IN CLASSIFICATION OR WAGE RATE

Subject to the terms of the Settlement Agreement contained in Schedule C, no employee covered by this Agreement shall be lowered in classification or wage rate as a result of this Agreement.

32.10 OVERTIME PAY

The Employer shall, in addition to all other amounts due to an employee, pay an employee who works more than eight (8) hours in a shift or forty (40) straight time hours in a week or a sixth (6th) day in a week or a sixth (6th) and seventh (7th) day of work in a week:

- (a) Except as provided in sub-Article (b), one and a half (1½) times his/her regular rate for all hours worked in the sixth (6th) day of work in a week and hours worked in excess of:
 - (i) eight (8) in a shift, and
 - (ii) forty (40) in a week but, excluding from the calculation, hours worked in excess of eight (8) in a shift, and
- (b) Double times (2x) the sum of his/her regular rate for all hours worked in the seventh (7th) day of work in a week and in excess of:
 - (i) eleven (11) in a shift, and
 - (ii) forty-eight (48) in a week but, excluding from the calculation, hours worked in excess of eight (8) in a shift.

32.11 WHERE WORK WEEK CONTAINS STATUTORY HOLIDAY

Where a week contains a statutory holiday to which an employee is entitled.

- (a) The reference to hours in a week in Article 32.10 sub-Article (a) (ii) and (b) (ii) shall be reduced by eight (8) hours for each statutory holiday in the week; and
- (b) In calculating the overtime hours worked by him/her in that week, no account shall be taken of hours worked by him/her on the statutory holiday.

ARTICLE 33 - FULL OR PART TIME STATUS

33.01 FULL OR PART TIME STATUS

The Employer shall assign FULL or PART-TIME status immediately upon the completion of sixty (60) calendar days this shall be indicated in writing on the next immediate Employer's Report. Union initiation fees shall be deducted during the next two (2) immediate pay periods. Full time employees shall be offered shifts, before part time employees, provided it does not place the full-time employee into an overtime position.

ARTICLE 34 - JOINT CONSULTATION COMMITTEE

34.01 RESPECTFUL WORK ENVIRONMENT & GRIEVANCE RESOLUTION

When the Union has cause for concern and upon request by the Union, the parties shall meet or convene a conference call at least once (1x) every quarter, but not more than four (4) times per year. The General Manager will convene a conference call or meeting at a mutually agreeable time and date, with no more than five (5) designated members as selected by the Union, one (1) of which will be the Chief Shop Steward, to discuss any and all issues of concern with a view of addressing such issues acceptable to both parties. The designated members shall not lose any scheduled hours of work and the duration of each meeting shall not exceed four (4) hours, consisting of two (2) hours of prep time and two (2) hours for the actual meeting. In order to maximize all the time spent during the meeting with a view of resolving as many issues of concern, the Union agrees to provide the General Manager with an Agenda listing all issues of concern, seventy-two (72) hours in advance of the meeting. All time spent during the meeting, by the designated members, shall be considered as time worked at his/her site hourly rate of pay. Twenty-four (24) hours prior to the meeting, the Company will provide the Union with a list of all discipline imposed, along with a list of all new hires since the last meeting, along with the contact information of each person on both lists.

Items may be added to the agenda any time after the seventy-two (72) hours, by the Union.

ARTICLE 35 - TRAINING

35.01 TRAINING

Employees shall be encouraged to upgrade their qualifications and opportunities will be offered them to facilitate the completion of theoretical and/or practical training courses or programs. All course certificates whether achieved by taking internal and/or external training programs shall be placed in the employee file.

35.02 TRAINING VOLUNTARY

Training programs and courses will be offered on a voluntary basis and will be completed on their own time. Training offered will be for the purpose of enabling the employee to perform effectively a function, a duty, or a set of functions and duties.

35.03 WHEN TRAINING IS REQUIREMENT OF EMPLOYER

When training is a requirement of the Employer, training and examinations shall, whenever possible, be given to employees during regular working hours.

In the event those courses and/or the examinations are given outside regular working hours, employees shall be paid at their current rate of pay.

APPENDIX "A" – WAGE RATES

Position	January 1, 2021	January 1, 2022	January 1, 2023
Security Officer	\$16.00	\$16.32	\$16.65
Security Officer 0-3 months	\$15.50	\$15.81	\$16.12

Clarification:

The starting rate for a security officer is row two (2). For the first three (3) months of service, based on date of hire, the security officer shall receive the appropriate rate of pay for the year to which is applicable, after three (3) months, they shall go to the top rate, for that year.

LOU #1

Between

Allied Universal Security Services

And

Unifor Local 3000

RE: EXAMPLE OF SHIFT SCHEDULING PURSUANT TO ART. 23.01



