

Collective Agreement

Between

SECURITAS CANADA LIMITED

(THE “EMPLOYER”)

- and -

UNIFOR, LOCAL 4005.24

(THE “UNION”)

Duration of Contract:

From February 1st 2021 to January 31st 2024

SCOPE & RECOGNITION

Securitas Canada Limited (“the Employer”) recognizes the Union as the exclusive bargaining agent of all employees employed by the Employer working as security guards at Twin Rivers Paper Employer Inc. at the plant located at 27 Rice Street in Edmundston, New Brunswick, save and except Supervisors, those above the rank of Supervisor and those excluded by the *Industrial Relations Act*.

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 **the** external client 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.

Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.

1.02 Duration

This Agreement shall be in full force and effect from and including February 1st, 2021 to and including January 31st, 2024 and shall continue in full force and effect from year to year thereafter, by written notice to the other party during the last ninety (90) days of its operation, 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 follow Labour Relations Code of New Brunswick.

ARTICLE 2 - INTERPRETATION

- 2.01 "COMPANY", "EMPLOYER": wherever either is used exclusively it is to be interpreted as meaning either or both.
- 2.02 "Union" wherever it is used exclusively is to be interpreted as Unifor and its Local 4005.
- 2.03 "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**

midnight on the immediately following **Thursday**.

2.04 **Working Days” shall mean Monday to Friday excluding Saturdays, Sundays and Holidays.**

2.05 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 The Employer recognizes the Union as the sole and exclusive bargaining authority for all Employees covered by this Agreement or Orders of Certification issued by the Labour Relations Board of New Brunswick.

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 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 4005 Representative.

(e) The Company will notify the Chief Shop Steward and the Local 4005.24 Representative forty-eight (48) hours in advance of any New Hire in class orientation, being convened at the **Site or alternative location**, and a Union Representative will be allowed to attend at no cost to the Company. 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 4005.24 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, **except for site shutdowns or a labour dispute involving the client employees**, 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 (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 honor 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 and job status, after the monthly cut-off shall be credited to and reported on the following month's report.

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 two percent (2%) 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 **29.04 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 New Brunswick. 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 Changes 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 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 Securitas 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 **at the site**.
- (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 4005.24 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, provided it is outside his regular hours of work, does not place the Shop Steward in an overtime position 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 4005.24 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 4005.24 Representative twenty four (24) hours prior to a meeting, with an Employee.

4.12 Union Access to Job Sites

The Representatives of the Union shall have access to **the** job site at any time provided the Employer is notified in advance. It is understood that such representatives will be

subject to the visitor policies of the client. Client written objections shall be subject to negotiated alternative arrangements.

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 Securitas Handbook for Security Guards, 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 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 relief Security Officer should not take over his 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 position.

ARTICLE 7 - SAVINGS ARTICLE

7.01 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.

ARTICLE 8 - CORPORATE OBLIGATIONS

8.01 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 New Brunswick or of Canada. Any such agreement will be null and void.

ARTICLE 9 - TRANSFER OF TITLE

9.01 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 Labour Dispute

The Union and its members acknowledge its obligation under the New Brunswick Industrial Relations Act to continue to work and perform their duties faithfully as assigned to them, impartially and without regard to union or non-union affiliation of any person at the site where the union is the official bargaining agent for any employees at that site. 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. Any violation of this Article shall result in discipline up to and including discharge.

It is further understood and agreed that employees covered by this Agreement shall not honour any picket lines at the site for which the Employer provides security services.

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.

The Union agrees that during the term of this Agreement or any extension thereof, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial.

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 **and the English version of the Collective Agreement will prevail as the source document.**

10.03 Notice of Dispute

In the event of a dispute or the potential of a dispute as outlined in 10.01 the Employer shall notify the Union as soon as possible giving all relevant details.

10.04 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 security duties he 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".

10.05 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 does report shall be three (3) 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 **three (3)** hours' pay. **It's understood that in the event of such an emergency the employee(s) contacted will be required to report for duty unless a reasonable excuse is provided.**

11.03 Maximum Hours/Hours Free from Work

No Employee shall work more than **fourteen (14)** consecutive hours and must have a minimum of **ten (10)** hours free from work.

11.04 Overtime

- (a) All overtime shall be paid for at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime. All time worked more than twelve (12) hours in a day or more than forty-eight (48) hours in a week shall constitute overtime when working the 12-hour schedule of 4 days on and 4 days off. If any other schedule is put into place, weekly overtime shall apply after 44 hours per week.
- (b) Prior to offering, overtime hours will be offered first to Employees with less than forty (40) hours, who are site trained or run trained, then by site seniority and then by overall seniority.

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 (1.5) 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 Change 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 a **client** 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 **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.

11.09 **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) **One and one half (1-1/2x) his** regular hourly rate for all hours worked in excess of twelve (12) hours in a shift.

(b) An employee required to work on his days off shall be paid as follows:

(i) One and one half (1-1/2x) times their regular hourly rate.

2. **Meal Allowance**

The Employer shall supply a hot meal to Employees required to work unscheduled overtime after the commencement of the fourteenth (14th) consecutive hour of work. In lieu of the Employer supplying a meal, the Employee may claim fifteen dollars (\$15.00) without a receipt. The Employer shall ensure there is a cash float available at all times to cover the cost of hot meals when required.

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) Twelve (12) hours shifts and forty-eight (48) hours per week.

A week shall commence at 12:00:01 am Friday and end at 12:00 midnight on the immediate following 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 **the client**. Therefore, the hours of work will be determined by the Company and will be consistent with the requirements of the **Client**.
- (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 eight (48) hours per week and consistent with 12.02 (c) below.
- (c) The Company may schedule Employees at **the 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:

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

four (4) twelve (12) hour shifts followed by four (4) days off work.

It is understood that the above may not be the only type of schedule permissible under this Agreement. Furthermore, nothing precludes the employer from contacting employees, on their days off, and requesting the employee to work shifts on a voluntary basis.

The Union recognizes that the standard hours of work of the employees are directly determined by the contractual obligations between the Company and the client.

Notwithstanding the above, and consistent with the client requirements and operational requirements, the Company will schedule employees, by seniority, to maximize the hours available, at the client site consistent with the principle of forty-four (48) hours per week.

Schedule Changes

In situations where an employee has a regular schedule and such regular schedule is to be permanently changed or temporarily changed, the Employer will provide such affected employee with as much notice as is reasonably possible but in any event not less than one (1) calendar weeks unless the Employer can demonstrate circumstances beyond their control. The Employer will apprise the Union of the change in schedule.

A week shall commence at **12:00:001 am Friday** and end at **12:00 midnight on the**

immediately following Thursday.

12.04 Minimum Reporting Time

Where possible, Employees booking off assigned shifts shall give the Employer a minimum of four (4) hours' notice.

12.05 Reduced Hours

Full-time employees reduced to less than twenty-four (24) hours at straight time for more than two (2) consecutive weeks shall be given the choice, in writing, of going on part-time status.

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 Employer as full-time, shall be classified as a part-time Employee. (See Article **31.01** 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.

13.04 Allocation of Hours of Work

Part-time Employees who have no interest in obtaining full-time status shall have no claim for hours over those part-time Employees who are working toward the establishment of full-time status.

Part-time Employees who have applied for full-time positions will be considered as he is trying to obtain full-time work.

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. **When and if a new classification is established, the new classification, when the rate is finally set through negotiations than the rate will be**

retroactive 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. When and if a higher rate is established, it shall be effective from the date the classification was first submitted for review.

ARTICLE 15 - SITE ORDERS

15.01 **Site Orders**

The Company will **ensure that up** to-date detailed Site Orders posted at **the client site**.

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 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.

Holidays:

New Year's Day

Good Friday

Canada Day

New Brunswick Day

Labour Day

Remembrance Day

Christmas Day

Family Holiday

- (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 12:00 a.m. and 12:00 a.m., shall be considered as worked on a statutory holiday.
- (c) Following the first thirty (30) days of employment, an employee required to work on a designated statutory holiday shall be paid one and one-half (1 1/2) times their regular rate of pay plus that day's regular pay. Employees not required to work on a designated statutory holiday only get the holiday pay equal to their regular day's pay.
- (d) To be entitled to Holiday pay, The Employee must have worked at least thirty (30) days in the previous twelve (12 months) immediately before the holiday and work the regularly scheduled day of work before or after the holiday, unless he has a reasonable cause to fail to report and perform the work.

16.02 **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.

16.03 **Special Days**

When an Employee's work schedule requires them to work Christmas Day, New Year's Day, the Employer shall make every effort **subject to operational requirements and the written receipt of at least fourteen (14) calendar days**, to rearrange 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 fifteen (15) 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 on completion of (15) years of service, shall receive four (4) weeks' vacation with pay equivalent to eight percent (8%) of gross earnings for the preceding vacation year, pursuant to his/her employment with the Employer.

17.02 **Vacation Year**

"Vacation Year" means the twelve (12) month period (**April 01 to March 31**) following the Employee's date of hire. Calculation of continuous employment with the Employer 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 or more Employees at the 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 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 **no later than 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 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 shall be granted compassionate absence with full pay at straight time for **three (3) calendar days**. **In the event the employee is not scheduled to work then the three (3) calendar days will be taken off immediately following the scheduled days off.** Immediate family in this case means: mother, father, spouse, sister, brother, children, grandmother, and grandfather **mother in-law and father in-law**. Satisfactory proof shall be supplied to the Employer on request. Where Employees are required to travel out of New Brunswick to attend a funeral, the Employer will grant an additional two (2) days 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 duties within the parameters as established **by the client Site Post Orders**

19.02 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 **thirty (30)** calendar days or longer to an Employee provided that:

- (a) the Employee files a **written** 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.
- (c) during such leave the employee will be required to return his uniform and that uniform and upon his return that same uniform, that the employee returned, will be provided back to the employee

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 (2) or more Employees, at the 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 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 New Brunswick 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 **the costs of any medical certificate** 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**

Administration of Benefits Plans (Group Insurance and Health Care Benefits):

- (a) The Company will be responsible for managing and administering the health and welfare benefit plans. (See Schedule D - Company Health Insurance and Benefit Plan and Appendix A.)
- (b) The Company may change carriers during the life of the agreement; however, the Union **and employees will** be so notified, by the Company, in advance of any carrier change.
- (c) The Employer agrees that they will maintain the highest level of confidentiality with regards to an Employees' medical information and will not involve themselves in the benefit providers' assessment of whether or not a benefit claim should be accepted or rejected.

21.03 Quarterly Payments

With respect to payments and reports for Leadership Training Fund (Paid Education Leave contributions) and the Unifor Social Justice Fund contributions, said payments are to be made by the Employer on a quarterly basis into the trust funds established and designated by the National Union, Unifor, which is located at 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8.

21.04 Social Justice Fund

The purpose of the Social Justice Fund is to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist innocent victims of droughts, famines and other dislocations.

21.05 All contribution cheques intended for the Social Justice Fund shall be made out to the "Unifor Social Justice Fund". Contributions to the Unifor Social Justice Fund are \$.02 per hour worked.

21.06 The Company will make these quarterly payments provided that:

- (a) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
- (b) The Union maintains the registration of the non-profit corporation under the Income Tax Act in good standing.
- (c) The Union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
- (d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (e) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (i) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
 - (iii) Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions.

- (iv) Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

21.07 **Unifor Paid Education Leave**

The Employer will pay to the Union \$0.02 per hour worked to the Unifor Paid Education Leave.

Such leave shall be for upgrading the Employee skills in all aspects of trade union functions. All contribution cheques intended for the Unifor Paid Education Leave shall be made out to the "Unifor Paid Education Leave.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absences without pay for up to twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

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:
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;

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

The employee may be discharged, without recourse to the grievance procedure, at any time, during the probationary period at the sole discretion of the Employer without cause being shown. In all cases the company will not act in a manner which is discriminatory, arbitrary, or in bad faith.

- (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.

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 scheduling, vacancies, promotions within the bargaining unit, lay-off and recall after lay-off, seniority shall prevail, subject to **the security services contract obligations, between the Company and the client, 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 six (6) months, or more frequently if requested. The Company will supply monthly addenda indicating the most recent changes.

If more than one employee is hired on the same day, the date and time of application will be provided by the Employer and this will be used to determine the order of seniority.

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:

- (i) bumping the most junior Employee "at **the** site" with the same hours, more hours or less hours;
- (ii) layoff with the right of recall, or
- (iii) placed onto the spares 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 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 **Twelve (12)** consecutive months;
- (c) fails to report for work within four (4) 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 being able to

return to work. The Employer may require medical confirmation of the Employee's status through his 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 ten (10) calendar days prior to the return date unless impossible to do so.
- (i) fails to work an offered shift within sixty (60) calendar days of the last shift worked **without a reasonable excuse.**

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, **subject to the security services contract obligations** and 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 **permanent** vacancies expected to last more than sixty (60) 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 outlining his/her qualifications, 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) hours of work;
 - (iii) schedule information;
 - (iv) required knowledge and qualifications;
 - (v) the date of the posting and the closing date for the available position and any other information that may be helpful in assisting the applicant in reaching a decision, which posting period shall be no less than **ten (10)** calendar days in duration.
- (b) Employees who meet the minimal qualifications will be awarded said positions in accordance with seniority and full-time Employees wishing to apply for a promotion must do so in writing or by email, stating his qualifications for such appointment within **Ten (10)** calendar days of notification being posted.
 - (c) The deadline for applications shall be **ten (10)** calendar days from the date the posting document is distributed. The position shall be filled within twenty-one (21) calendar days.
 - (d) 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.
 - (e) The Employer shall post those **permanent** vacancies expected to last for more than sixty (60) days in the following manner:
 - (i) **Bulletin Board in the Guard House at the site**

23.02 Acting Supervisors

Acting supervisors approved by Management shall be appointed and paid at the applicable rates whenever the supervisor is off work due to sickness, accident, annual vacation or leave of absence or when, for any other reason such a position is vacant for more than three (3) days. The appointment of an Employee to the position of acting supervisor shall not give the Employee, so appointed, any special advantage over other Employees applying for any position posted under the provisions of this Article.

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, 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 NB

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 applicable legislation that may be amended from time to time.

25.02 Joint Health and Safety Committee

The Company encourages that a member, from the site, be a part of the JH&S Provincial Committee already established for New Brunswick. The member will be able to participate, during the meetings, via telephone and will be provided with a toll free number to call. Meetings will be scheduled so as to not interfere with and or cause disruption to the service being provided to the client.

25.03 Regular Meeting

The Joint Committee shall meet monthly on a regularly established schedule predetermined and approved by the Joint Committee.

25.04 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 Company 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) review current accident reports, and their causes and means of prevention, and
- (h) to receive information from the Company respecting, the identification of potential or existing hazards or materials, processes or equipment.

25.05 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

25.06 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.

25.07 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 also posted in the Gate House at the site.

25.08 Payment for Attendance at Meetings

All time spent in participating during 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 regularly scheduled shift shall be considered as time at work for the purposes contained in the collective agreement. Time spent preparing for and participating during 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.

25.09 Preparation Time

Joint Committee members shall be entitled to **no more than one (1) hour prep** paid time to prepare for each committee meeting, as determined by the Co-chairpersons.

25.10 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.

25.11 Transport of Injured Employees

Any Employee injured or who becomes ill on duty at a site, 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 or to a doctor if needed and from the hospital or from the doctor to their home following treatment.

25.12 Right to Refuse

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

25.13 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 NB inspector should be requested to attend the facility, inspect the workplace and make a determination.

25.14 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.

25.010 Safe Vehicles

Employees shall not be required to operate vehicles and/or equipment which are not in safe working condition. Client vehicles shall be safety inspected and passed by qualified personnel at least semi-annually.

25.011 Shelter

The Gate House must be heated during cold weather, and have sanitary toilet facilities, drinking water, and a functional communication device.

25.012 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 was scheduled.

25.18 **Education and Training**

- (a) No Employee shall be required or allowed to work on any job or operate any piece of equipment until he 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.

25.19 **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 OH&S Act and its regulations, and the Workers' Compensation Act.**

25.20 **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, national origin, political belief, religion, marital status, social condition, family status, physical or mental disability, sex, sexual orientation, or age as stated in the New Brunswick 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 **the client site** 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, bullying 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

Harassment is in no way to be construed as properly discharged supervisory responsibilities, performance management 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 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 the 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 Company official or Union representative.

26.04 Investigation

Upon receipt of a complaint, the Supervisor/Shop Steward contacted will immediately inform their Company or Union counterpart who together 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 District Manager (or designate) and the Union Representative.

A formal investigation of the complaint will then begin by the **Area Human Resources Specialist** interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

26.05 Resolution

The Union Representative or designate and **the Area Human Resources Specialist** or their designate will then complete a report on the findings of the investigation. The Union Representative or designate and **the Area Human Resources Specialist** or designate 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 filed in a secure location.

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) Except for footwear and thermal underwear, complete properly fitting uniforms and all equipment necessary for the job shall be provided by the Employer. Shoes worn with uniform shall be conservative in appearance and Grey or black.

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

FULL-TIME: two (2) pair 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);
- (c) At locations where Employees are required to perform outside security duties in inclement weather, the Employer shall provide a rain coat **for use at the site** location and/or winter jacket to each Employee who works at the location.
- (d) **If the site requires** 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

- (a) Where **the** client requires the use of safety equipment, including but not limited to respirators, safety goggles, ear protectors, light reflective clothing the Employer shall provide such equipment.

- (b) **Safety Footwear**

Where safety boots are required due to client requests employees shall be entitled to an annual safety footwear allowance to a maximum of **one hundred-twenty (\$120.00)** per pair once in each year of the Collective Agreement. **In the case of new employees, they shall be paid immediately after the employee's probationary period.**

- (c) **Flashlights**

If the site requires the use of a flashlight the employer will provide a flashlight, for use at the site.

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 - TERMINATIONS AND SUSPENSIONS

28.01 Employee Quits

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.

28.02 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.

28.03 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 Employees final pay cheque.

28.04 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, unless, at least, two (2) written warnings within the previous twelve (12) months, **except for in cases where a violation of a rule or regulation, has been occurred, that will warrant immediate termination.**

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) **working** days of knowledge of the offence, the warnings may be mailed within three (3) **working** 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 29 - GRIEVANCE AND DISPUTE RESOLUTION

29.01 It is the desire of all persons affected by this Agreement to provide for speedy effective resolution of differences arising under it. As an informal step, the Employee is encouraged to resolve a complaint directly with the member of management to whom the Employee reports to. **At no time should an Employee contact the Employers Clients with a complaint and or concern involving an internal Securitas matter.** The Employee should contact a member of management to discuss such issue(s).

29.02 Definitions

- Persons: Means Employer, Union and members of the bargaining unit.
- Dispute: Any difference arising between the Employer and the Union as to the interpretation, application or operation of the Agreement or any alleged violation of it including any questions as to whether the difference is arbitral.
- Grievance: Any difference arising between the Employer and Employees in the bargaining unit as to its interpretation, application, operation or any alleged violation of it including the imposition of discipline.
- Working Days: As defined in Article 2.04.

29.03 General

- (a) Resolution of all grievances except grievances over termination, dismissal, suspension and policy disputes shall be sought at Step 1 of the Grievance Procedure.
- (b) Resolution of grievances over termination, dismissal or suspension and policy disputes shall be sought at Step 2 of the Grievance Procedure.
- (c) **Time limits stipulated in the Grievance Procedure will be adhered to unless mutually agreed to be extended.** Agreement to such extension shall not be unreasonably withheld. Time shall begin to run in the case of grievances from the occurrence of the events giving rise to them. Time will begin to run for disputes from the occurrence of the events giving rise to them or the first notice of them given to the parties.
- (d) Employees shall not suffer loss of pay by reason of requirements for attendance in Grievance Resolution Procedure.
- (e) It shall be an obligation of the parties to designate a responsible representative at all stages of the Grievance Procedure.

29.04 Grievance Procedure

The steps outlined below constitute the procedure to be followed by an employee or the Union in processing a grievance:

- STEP 1:** Grievances arising out of the interpretation or administration of the provisions of this Agreement shall be discussed as promptly as possible by the aggrieved employee and his **District Manager** and the responsible supervisor in the presence of the Union steward if either party so desires.
- STEP 2:** If the grievance is not adjusted satisfactorily by the **District Manager** within ten (10) **calendar** days, it shall be referred in writing, by the Union steward or the Union **representative** within ten (10) **calendar** days to the **HR Manager**.
- STEP 3:** If the **HR Manager** fails to adjust the grievance in a satisfactory manner within a further ten (10) **calendar** days, the Union may then refer the grievance in writing, within a further ten (10) **calendar** days, to the **Area Vice President** or his designate.
- STEP 4:** If the **Area Vice President** or his designate and the National representative of the Union, are unable to adjust the grievance satisfactorily within a further fifteen (15) **calendar** days, the grievance may be submitted to Arbitration within a further twenty-five (25) **calendar** days **after the decision at Step 3**.

All Policy grievances shall be submitted to the Vice-President, Human Resources at Step **Three** and all Group grievances shall be submitted to the Area Vice-President at Step **Three** within the time limits specified.

For any grievance of a continuous nature (**Related to pay**), the Employer's liability shall be limited to thirty (30) calendar days prior to filing of the grievance.

The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, or to deal with any matter not covered by this Agreement.

The decision of the arbitrator shall be final and binding on the Parties. **Notwithstanding the Arbitrators decision, either party will not be precluded from presenting the decision for Judicial Review.**

29.05 **Cost of Arbitration**

In the case of a single arbitrator the parties shall pay one-half (1/2) the fees and expenses of the arbitrator.

29.06 **Unable to Agree on Arbitrator**

When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If within Fifteen (15) working days, none of the proposed arbitrators are acceptable to the other party; they shall propose three (3) other arbitrators. If the parties are unable to reach agreement, as to who will arbitrate, the Minister of Labour shall immediately be asked to name a single arbitrator.

29.07 **Due Process**

No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.

29.08 **Expedited Arbitration Procedure**

Either party, for the purpose of arbitrating and settling grievances, may utilize the provisions, Labour Relations Code of New Brunswick.

ARTICLE 30 - PAYMENT OF WAGES

30.01 **Pay Day**

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.

30.02 **Pay Stubs**

The Employer shall provide a separate 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.

Unless alternate arrangements are made, all pay stubs will be available online on pay days. Paper copies will be available for employees who require it.

30.03 **When Pay Cheques are Available**

Unless alternate arrangements are made, the Employer shall direct deposit each Employee's wages by noon every pay day in a bank branch, as designated by the Employee.

30.04 **Expenses**

Upon receipt of an approved expense claim report, the Employer shall, reimburse Employees, for such approved expenses claimed, on the subsequent payday.

30.05 **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 **11.04** shall apply.
- (b) in calculating the overtime hours worked by an **employee during a statutory holiday week**, hours worked by **the employee** on the statutory holiday **shall not be included for the purposes of determining overtime in the statutory week.**

ARTICLE 31 - FULL OR PART TIME STATUS

31.01 The Employer shall assign FULL or PART-TIME status immediately upon the completion of ninety (90) calendar days **probationary period** 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 32 - TRAINING

32.01 **Training**

Employees shall be encouraged to upgrade their qualifications and opportunities will be offered to 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.

32.02 **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.

33.03 **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.

The employer will pay for registration fees, the training and 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 for the training time.

Definition for Gross earnings: means wages paid for hours actually worked during the calendar year in which the vacation is due, including applicable overtime pay, also any wages receive by an employee who is on approved paid absence during his scheduled work week because of bereavement. jury duty, or vacation.

SCHEDULE "A"

Wage and Increment Rates

A.1 Employee Current Base Wage Rate of \$18.35.

Upon ratification, for all current non probationary employees employed on the date of ratification, shall receive an increase of 1,5% (\$0,28\$ per hour) increase to their current wage rate

1,5% (\$0,28 per hour) increase, under the same conditions above on the anniversary date, of the Collective Agreement for the remaining two (2) years of the Agreement.

A.2 **Specialty Pay**

- (ii) Shift Supervisor - receive a \$25.00 per week premium to make shift schedules.
- (iii) Shift Supervisor- current base wage rate is \$19.35

Working site supervisor acting as a guard and he is a member of the bargaining unit. They do not engage in discipline to other members.

Union Dues

The Employer agrees to deduct current union dues on the first pay period of the month from each Employee and upon receipt of an authorization card signed by the Employees to deduct arrears and initiation fees from the wages of the Employees and remit such funds to the Union, together with a list of names, and amounts paid by each Employee. Union dues shall consist of two (2) hours and twenty (20) minutes of the hourly pay rate of the employee deducted proportionally every two (2) week.

The Union will advise the employer at least fourteen (14) days in advance for any change for collecting union dues. The new deduction will begin on the beginning of the next month.

The employer will send Union dues deduction to:

Accounting department, Unifor Ottawa, 5, Gurdwara Road, Ottawa, Ontario, K2E 7X6

LABOUR AGREEMENT BETWEEN SECURITAS CANADA.

And

UNIFOR, EDMUNDSTON LOCAL 4005.24

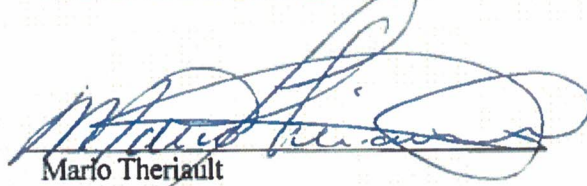
Signed this _____ day of _____ 2021 at Edmundston, New Brunswick

FOR SECURITAS CANADA



Jean-Francois Pouliot
Director Labour Relations

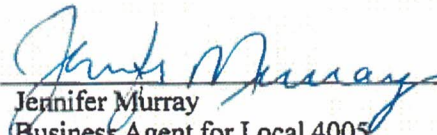
FOR UNIFOR LOCAL 4005.24



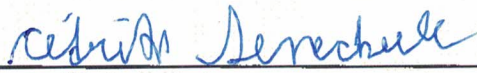
Mario Theriault
National Representative
Atlantic Region



Jean-Yves Nadeau
District Manager



Jennifer Murray
Business Agent for Local 4005
.24



Cedrik Senechal
Bargain Committee Member