

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**GARDA SECURITY**

**its successors and assigns, hereinafter called**

**"THE COMPANY"**

**AND:**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
(United Steelworkers)**

**hereinafter called "THE UNION"**



**Expires: MARCH 31, 2011**

Whereas it is hereby ordered by the Manitoba Labour Relations Board -Certificate MLB-4378, dated *December 1, 1989*, that United Steelworkers, Local 6166 be and it is hereby certified to be the properly chosen bargaining agent for a unit described as "All employees of Garda Security, employed in the City of Thompson, in the Province of Manitoba, excluding Managers and those excluded by the Act".

**GARDA SECURITY AND UNITED STEELWORKERS LOCAL 6166  
COLLECTIVE BARGAINING AGREEMENT  
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## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The parties agree that it is mutually beneficial to arrange and maintain fair and equitable earnings, labour standards, wage rates and other working conditions to obtain efficient operations to protect the safety and health of employees and to provide an orderly procedure for the adjustment of disputes which may arise between the parties hereto.

## ARTICLE 2 - DEFINITIONS

- 2.00 Wherever it is used throughout this Agreement the term:
- 2.01 "Shop Steward" shall mean an employee selected or otherwise appointed by the Union to represent employees;
- 2.02 "Employee" shall mean an employee who is defined by the Manitoba Labour Relations Act;
- 2.03 "Grievance" shall mean any dispute or difference between one or more employees and/or the Union on the one hand, and the Employer on the other, respecting terms or conditions of employment or the rights, privileges or duties of the employee or employees, the Union or the Employer, and, without restricting the generality of the foregoing, including any question of the interpretation, application, administration or alleged violation of, or alleged non-compliance with, any of the provisions of this Agreement;
- 2.04 "International Union" shall mean the United Steelworkers;
- 2.05 "lay-off" shall mean a reduction in the total number of employees employed;
- 2.06 "lock-out" includes the closing of the place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of his employees, with a view to compel or induce his employees, or to aid another employer to compel or induce his employees, to refrain from exercising any rights or privileges under the Labour Relations Act, or to agree to provisions under the Labour Relations Act, or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges, or duties of the Employer, an employer's organization, the Union, or the employees;
- 2.07 "length of service" shall mean since date of last hire. Lay off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holidays shall be considered time worked in computing length of service.
- 2.08 "standard hourly rate" shall mean the hourly rate of pay, exclusive of all overtime and other premiums, as outlined in Appendix "A" of this Agreement.
- 2.09 "Strike" shall mean: a) a cessation of work, or B) a refusal to work, or C) a refusal to continue to work, by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Employer to agree to or alter terms or conditions of employment;
- 2.10 "union" shall mean the United Steelworkers, Local 6166

- 2.11 "supervisor" shall mean the employee designated by the Company to supervise schedules and perform management functions as outlined by the Company.
- 2.12 "guard" shall mean any employee of the Company employed to do security work.
- 2.13 "First Aid Attendant" shall mean First Aid and/or Security Guards.
- 2.14 "place of employment" shall mean the property and buildings that the employer has contracted for maintenance and security and as outlined in the certification order;
- 2.15 "pay period" shall mean the two (2) week period commencing on the day as agreed in negotiations and as outlined in a letter between the Parties which will remain in force for the term of this agreement unless changed by mutual agreement.
- 2.16 Whenever the masculine gender appears in this agreement it shall also mean the feminine gender, unless the context requires otherwise.
- 2.17 "Part Time Employee" shall mean a person who is not normally scheduled to work full time hours.
- 2.18 "Casual Employee" shall mean a person called in from time to time but not normally scheduled.
- 2.19 "Full Time Employee" shall mean an individual who is scheduled to work on a regular basis of forty (40) hours or more per week.

### ARTICLE 3 - UNION RECOGNITION

- 3.01 The Union is recognized as the sole and exclusive bargaining agent for all employees employed by Garda Security, its assigns or successors at Thompson Manitoba, except those excluded by Manitoba Labour Relations Act.

### ARTICLE 4- MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the Employer.
- 4.02 Such management function shall be:
- (a) to maintain discipline of employees, including the right to make reasonable rules and regulations, provided, however, that any dispute as to the reasonableness of such rules and regulations, or any dispute involving claims of discrimination, inequity or unfairness against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement;
  - (b) to discharge, discipline or demote employees for just and reasonable cause and also to hire, transfer, promote and to assign employees to shifts, provided the seniority provisions of this agreement are observed and provided demotion shall not be used as a disciplinary measure.

- 4.03 The Employer shall not exercise its rights to direct the working force in a discriminatory, inequitable or unfair manner.
- 4.04 The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

#### ARTICLE 5 - UNION SECURITY & CHECK OFF OF UNION DUES

- 5.01 It shall be a condition of employment that every employee become and remain a member of the Union in good standing. Every new, rehired and recalled employee must become a member of the union on the date of hire, rehire or recall.
- 5.02 The Employer shall deduct from the earnings of each employee every pay-day, union dues, fees and assessments in the amount certified by the Union in writing and submit them to United Steelworkers, Unit D, Box 34223, VANCOUVER, BC, V6J 4N1, payable to the International Treasurer, USW, complete with a Union Dues R115 form & list of employees so deducted, with photo copies being sent to Local 6166, 19 Elizabeth Drive, THOMPSON, MB. R8N 1S7.
- 5.03 Each new employee shall be introduced by the supervisor to the officers and shop stewards and be issued a copy of the current Collective Agreement.
- 5.04 Two (2) shop stewards and an officer will be present for the purpose of processing grievances and complaints that may arise from time to time.
- 5.05 Shop Stewards and Officers will not lose wages as a result of time spent in the processing of grievances, or disputes.
- 5.06 Shop Stewards, Officers and President of Local 6166, and/or a Staff Representative will meet in private with any employee to discuss problems, complaints or grievances that may arise from time to time. Such meeting time shall not be unreasonable as to effect normal operations.

#### ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Employer and the Union agree that there will be no discrimination or harassment by any employee or supervisor because of race, creed, colour, age, sex, nationality, ancestry, place of origin, political or religious activities or affiliation, sexual orientation, union membership or union activity
- (a) Sexual harassment shall be defined as:
- (i) Inappropriate touching, including which is expressed to be unwanted;
  - (ii) Suggestive remarks or other verbal abuse with a sexual connotation;
  - (iii) Compromising invitations;
  - (iv) repeated or persistent leering at a person's body;
  - (v) demands for sexual favours;
  - (vi) sexual assault.

(b) Harassment

The Union and the employer recognize the right of employees to work in an environment free from harassment. The employer will take whatever action they deem necessary to maintain such working environment. This action taken by the employer may include discipline and/or the termination of the employment of any person engaging in the harassment of another person.

(c) In cases of harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where harassment may result in the transfer of an employee where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against his/her will.

(d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

(e) An alleged offender under this clause shall be entitled

- (i) to be given notice of the substance of a grievance under this clause;
- (ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.

(f) An arbitrator, hearing a grievance under this clause, shall have authority to:

- (i) dismiss the grievance;
- (ii) determine the appropriate level of discipline; and
- (iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

(g) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the employer, which is consistent with the award of the arbitrator.

## ARTICLE 7 - SENIORITY

### 7.01 Establishment and Accumulation of Seniority

Seniority of each employee covered by this Agreement shall be established after a probationary period of forty five (45) calendar days and shall count from date of employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided. Seniority shall be maintained and accumulated.

### 7.02 Loss of Seniority

An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

1. if the employee voluntarily quits in writing;
2. if the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
3. if the employee is laid off and fails to return to work within fifteen (15) working days after he has been notified to do so by the Employer by registered mail to his last known address, (a copy of which notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the fifteen (15) day period will commence only after the employee has become aware of his recall;

4. if the employee has been on lay-off for lack of work for the period of more than 24 consecutive months.
  5. Loss of Security License under the Manitoba Security Guard and Private Investigators License Act.
- 7.03 The parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed that in all cases in filling job vacancy, transfer, layoff and recall after layoff, senior employees shall be entitled to preference. In the event of a layoff or downsizing, senior employees shall be given the opportunity to upgrade their skills at the company's expense so junior employees do not displace them.
- 7.04 When a vacancy occurs in any permanent job, notice of such vacancy shall be posted within seven (7) days of the vacancy occurring and for a seven day period on bulletin boards.
- (a) In all cases of temporary promotion, senior employees shall be given preference.
  - (b) In the event of a temporary vacancy exceeding (30) thirty days, a temporary vacancy shall be posted. In no case will there be more than two (2) employees assigned to temporary vacancies created by employees who are off work long term. In all cases of temporary promotion, senior qualified employees shall be entitled to preference.
  - (c) In the case of more than two (2) temporary vacancies, preference shall be given to employees who do not have full time regular hours.
- 7.05 No new employee shall be hired when there is an employee on layoff able to perform the job.
- 7.06 On-the-job Training  
Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions during their working hours when it will not unduly interfere with the performance of their duties. The Company will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions. For this purpose, applicants for training for promotion shall be selected in order of seniority except as otherwise agreed between the Company and the Union. Trainees may on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.
- 7.07 Seniority Lists  
The Employer shall maintain a seniority list of all the employees in the bargaining unit showing the date on which each employee's service commenced. Every three months the list shall be revised and copies posted on the plant bulletin boards for employees' inspection. The union shall also be provided with one copy.

## ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. In determining the time limits within this Article, Saturdays, Sundays and recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

8.02 Should any question arise concerning the application, interpretation or alleged violation of the provisions of this agreement between the Company and any employee or group of employees, the following procedure shall apply:

STEP 1: Any employee and or his/her Shop Steward shall discuss any complaint with his/her site manager. The site manager shall state his/her decision to the Shop Steward within three (3) working days. Failing any reply or a satisfactory settlement within three (3) working days, the employee may proceed to Step 2.

STEP 2: If the matter is not satisfactorily settled at Step 1, it may be submitted to the Manager or his designated representative, on an approved grievance form, who shall within five (5) working days of the submission of the grievance to him, hold a meeting with the union Steward and the grievor, who may be accompanied by the President of Local 6166 and/or a Staff Representative of the International Union. The Manager shall within five (5) working days of such meeting, or at a time agreed upon, state his decision to the Union in writing.

8.03 No grievance shall be considered if the circumstances occurred or originated more than fifteen (15) days worked, prior to filing a complaint in Step 1 of 9.02. In the case of a pay violation, the fifteen (15) days worked shall commence from the date the employee receives his/her pay stub.

8.04 The grievance procedure may be utilized by the Company or by the Union in processing a grievance which is not a personal grievance and which alleges a violation of this Agreement. Such a grievance may be introduced at Step 2. A group grievance will also be introduced at Step 2 of the grievance procedure. If a satisfactory settlement of the disputes is not reached within fifteen (15) days, the matter may be referred within a further fifteen (15) days to arbitration.

## ARTICLE 9 - ARBITRATION

9.01 All grievances referred to arbitration shall be heard by a single arbitrator.

9.02 If a grievance is not satisfactorily settled at Step 2, it may be submitted to arbitration within fifteen (15) days. Within fifteen (15) days from the expiration of the fifteen (15) days to refer to arbitration, the hearing shall take place at any time mutually agreed upon between the Company and the Union. The arbitrator shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties.

9.03 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the term or provision hereof.

9.04 The fees and expenses of the arbitrator shall be borne equally by the Company and the union.

9.05 If there should be an accumulation of grievances or disputes to be referred to arbitration, such grievances or disputes may, by mutual agreement, be dealt with by an arbitrator agreed upon by the parties.

- 9.06 Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- 9.07 The arbitrator shall have authority to modify the penalty in any arbitration.
- 9.08 Any matter referred to arbitration heard shall be submitted to a single arbitrator. Such arbitrator shall be selected from the following list of arbitrators:  
Lawrie Cherniack  
Arnie Peltz

#### ARTICLE 10 - DISCHARGE AND DISCIPLINARY PROCEDURE

- 10.01 The Company retains the right to discipline and discharge an employee for just and reasonable cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he will be disciplined within four (4) working days. Should the Company request an extension, the request will not be unreasonably withheld.
- 10.02 The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:
1. Verbal Warning -in the presence of a Shop Steward.
  2. Written Warning - copy to union.
  3. Suspension -copy of notice to Union
  4. Discharge - copy of notice to Union
- (a) The above noted procedure shall apply in all cases where corrective measures can be utilized and shall be subject to the grievance procedure should the Employer or the Union disagree.
- 10.03 In all cases of discipline, interviews or investigation a Shop Steward shall be present.
- 10.04 JUSTICE AND DIGNITY  
An employee who the Company suspends or discharges shall be retained at or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance and arbitration procedure.
- 10.04 (a) Grievances involving employees who are retained at work under this provision will be handled in the Expedited Arbitration Procedure unless, the President of Local 6166 or in his absence the Staff Representative and the Manager of Initial or his designated representative mutually agree otherwise. If the arbitrator upholds the suspension or discharge, the penalty shall be instituted after receipt of the arbitration decision.  
The above references to suspensions, discharges and terminations are examples and are not intended to be all-inclusive but indicate how various types of issues will be handled.
- 10.05 There shall be only one employee personnel file and the employee shall have access to review his/her file from time to time, as he/she deems necessary, while Garda Manager or his designate are available.

- 10.06 Three (3) months after a first written warning has been issued, the reprimand so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment records in the presence of the employee and destroyed.  
In cases where an employee has been given a second reprimand which involves disciplinary action before the first has been so removed from his employment record, such second reprimand shall not be considered in any disciplinary action after six (6) months from the date of issuance and shall be removed from the employee's employment records and destroyed in the employees presence after the expiry of the said six (6) months.
- 10.07 In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge or suspension, the grievance shall be filed at Step 2 of the grievance procedure.
- 10.08 The Company shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within seven (7) working days.
- 10.09 If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been suspended or discharged unjustly or unreasonably or that such penalty was too severe, the Company shall:
1. put the employee back on his job with no loss of seniority and;
  2. pay to the employee either the amount he would have earned plus benefits had he been working, less any outside earnings.
- 10.10 If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been disciplined unreasonably or unjustly or too severely, the Company shall:
1. rescind the penalty, or
  2. reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Board of Arbitration as the case may be.

#### ARTICLE 11 - HOURS OF WORK

- 11.01 a) The standard workweek, for an employee covered by this agreement is forty (40) hours and shall be a period of seven consecutive days starting on Sunday. The standard shift of an employee shall be eight (8) hours including lunch and rest breaks.
- b) Twelve (12) hour shifts.  
Hours of work will consist of twelve (12) hours each workday; four (4) workdays each work week, and will be rotated each two (2) weeks.  
Wherever possible the Company will allow employees to work steady shifts that are mutually agreed to, in writing, subject to approval of manager or designate.  
For the purposes of this clause the job of Scale Clerk, Administrative Clerk, and Staff Trainer will be a steady day or steady night job.
- 11.02 Employees will be allowed to exchange shifts provided that the continuity of the operation is maintained and requested in writing and subject to approval of Manager or designate.

- 11.03 Unless mutually agreed an employee will not be forced to stay in excess of one (1) hour in the event their replacement does not report for work.
- 11.04 Employees injured on the job will be paid the remainder of the shift provided they seek medical attention.
- 11.05 No shifts will be scheduled with less than twelve (12) rest hours between shifts. In the case of emergency exceptions will be made after mutual agreement between the employer, the employee and a Union representative.

If the employer changes an employee's shift schedule from nights to days or days to nights with less than twenty-four (24) hours notice, the employee will be paid a premium of 150% for the first shift following such change.

- 11.06 Employees will be allowed a meal period of sixty (60) minutes with pay for each shift worked to be taken as close as possible to the mid point of the shift. The Employer shall have the right to schedule meal breaks. In the event employees are required to work through their meal breaks, the company will provide meals. The parties agree that employees required to work through their meal breaks will be paid one hour overtime at their applicable rate of pay.
- 11.07 An employee who reports for work and has not been advised not to do so prior to the start of her scheduled shift and no work is available will be paid a reporting allowance equal to four (4) hours at the employees standard hourly rate.

## ARTICLE 12 – OVERTIME

- 12.01 a) Hours worked by an employee in excess of eight (8) hours in any day or forty (40) hours in a week shall be paid at a premium rate of 150% of the standard hourly wage.

For Twelve hours Shifts the premium rate of 150% of the standard hourly wage will apply when an employee works in excess of twelve (12) hours in any day or forty-eight (48) hours in a week.

- b) When the Company requires overtime work to be performed, the Company shall distribute such work as evenly as practicable among employees in the working group, which normally performs the work. Preference in the offering of overtime will be given first to the employee in the work group with the least overtime recorded. The record pertaining to overtime distribution will be available to any employee who requests it.

- 12.02 Call Outs will be paid a minimum of four (4) hours.

## ARTICLE 13 - PAID HOLIDAYS

- 13.01 For the purpose of this Agreement, the following ten (10) days are paid holidays under the terms and conditions outlined below:
  - 1. New Years Day
  - 2. Louis Reil Day

3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

- 13.02 An employee will be paid equal to the amount he/she would earn had he/she worked for each of the holidays referred to in 13.01 provided that:
- a) He/she is scheduled off, or on vacation on the day that the holiday is observed.
  - b) He/she has worked on his/her last scheduled shift before and his/her first scheduled shift after the holiday is observed.
  - c) In the event an employee has been on sick leave for a minimum of three (3) workdays and a maximum of seven (7) work days, is on Workers Compensation or has been laid off for a period of less than fifteen (15) calendar days he/she will be paid.
- 13.03 An employee who works on any holiday as referred to in 13.01 will be paid at the rate of Two and one-Half (2 1/2) times the standard hourly rate.

ARTICLE 14 - ANNUAL VACATION

- 14.01 Annual Vacations shall be no less than the provisions of the Employment Standards Act of the Province of Manitoba.
- 14.02 a) Upon completion of one years service an employee shall receive vacation with pay which must be taken before the employees next anniversary date on the following basis:
- |                   |                          |
|-------------------|--------------------------|
| b) <u>SERVICE</u> | <u>VACATION WITH PAY</u> |
| 1-year            | 12 workdays              |
| 5 years           | 16 workdays              |
| 12 years          | 18 workdays              |
| 20 years          | 20 workdays              |
- c) Shall be lengthened by Two (2) workdays travel time. Both travel days will be with pay.
  - d) Shall be further lengthened by One (1) workday with pay where a general holiday occurs during that period of vacation.
  - e) Employees shall be entitled to three (3) vacation period splits.
  - f) Vacation scheduling will commence from April 1st and end on March 31st. A pro rated formula will be used to bring employees vacation entitlement in alignment.
- 14.03 In the event that an employee does not indicate to the employer a time he/she wishes to take for

vacation the employer may schedule the employee's vacation.

Should an employee, under certain circumstances, be allowed to work their vacation period, they shall not be able to exercise seniority rights.

- 14.04 Effective January 1<sup>st</sup>, 2009, employees will choose their vacation date in general seniority order. Between March 1<sup>st</sup> and 15<sup>th</sup> of the current year, they will inform the Employer of their preference. The vacation schedule will then be posted by the following April 1<sup>st</sup> of that year.
- 14.05 Leave of absence without pay will be granted when possible to regular employees for vacation extension provided that replacement employees are available.
- 14.06 Employees will receive their vacation pay on the regular payday unless otherwise requested preceding going on vacation or in a separate cheque. Requests will be made in writing at the time of the vacation application. Payroll deposits can only be made on regular paydays.
- 14.07 Vacation Pay  
The vacation pay for each workday of vacation granted to an employee under Clause 14.01 shall be not less than her/his earnings rate had she/he worked that day. However, if advantageous to the employee, the vacation pay for a vacation granted to an employee shall be six tenths of one per cent (.6%) of his/her earnings from the Company in the twelve (12) months immediately preceding his applicable anniversary of employment for each work day of vacation.
- 14.08 In addition to the vacation pay there shall be added to the vacation pay of any employee:  
The amount of Twenty Five (\$25.00) Dollars (Travel Allowance) for each workday, for each year of the contract.
- 14.09 The calculation for holiday pay will be the gross annual earnings.

## ARTICLE 15 - WAGES

- 15.01 All wages shall be paid via direct deposit.
- 15.02 Employees shall be paid bi-weekly.
- 15.03 Employees shall receive their wages personally on the work premises and during a working day, except in cases where the payment is made by bank transfer or is sent by mail at the employee's request.  
Wages may also be remitted to a third party upon the employee's written request.
- 15.04 When the regular payday falls on a day of absence authorized by the Agreement, wages shall be paid to the employee on the preceding working day.
- 15.05 The Employer shall remit to the employee, at the same time as his wages, a pay slip with enough information to allow him to check the computation of his wage. This pay slip shall contain the following data, specifically:

1. The Employer's name;

2. The employee's last name and given name;
  3. The employee's classification or rate of pay;
  4. The payment date and its corresponding work period;
  5. The number of hours paid at the applicable rate during the hours of the regular workweek.
  6. The number of overtime hours paid, at the applicable increase.
  7. The nature and amount of premiums, indemnities or allowances issued.
  8. The wage rate.
  9. The amount of gross wages.
  10. The nature and amount of deductions made.
  11. The amount of take-home pay.
- 15.06 For the duration of the Agreement, the Employer shall pay the wages provided in Appendix "A".
- 15.07 The employee's acceptance of a pay slip does not waive payment of all or part of the wages owed him.
- 15.08 Employees who must appear in court for any reason in relation to the performance of their duties will be paid as if they had worked for time spent including travel.
- 15.09 The Employer may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a company document signed by the employee.
- 15.10 The Employer shall pay for an employee's membership or registration fees to an organization or governing body
- (a) When the payment of such fees are a requirement for the continuation of the performance of the duties of his position for legal or client requirements.
  - (b) The company shall pay for the renewal of all licences required in the performance of their duties, excluding driver's licensing. If the employee requires a reimbursement it will be on a separate cheque or bank transfer."
- 15.11 Court Leave  
Employees shall suffer no loss in wage while serving as subpoenaed witnesses or for jury duty during regular working hours.

## ARTICLE 16 - UNION LEAVE

- 16.01 During each year of the life of this Agreement, union Leave shall be granted as indicated below:
- a) Upon request by the Union to the Company not less than Twenty-four (24) hours in advance, the Company will, grant to an employee, for Union business, casual leave of absence without pay.
  - b) Upon written request by the Union given not less than one (1) week in advance to the Company, the Company will grant one (1) leave of absence without pay to the employee named in such request to attend the recognized Labour College of Canada.
  - c) Upon request by the Union to the Company not less than Twenty-four (24) hours in advance, the Company will once each calendar month, grant the unit chairperson and the unit secretary

one (1) day of leave of absence with pay.

- d) Each year of the Collective Agreement, upon written requests by the union not less than seven (7) days in advance, the Company will grant to Shop Stewards and Officers, casual leave of absence without pay of not more than Four (4) days to attend Union training sessions.

16.02 Prior to the expiry date of this Collective Agreement, members of the Bargaining committee, maximum three (3), one of these members being the Unit Chairperson will be compensated for up to four (4) days regular wages for time spent negotiating with the Employer for the renewal of this Collective Labour Agreement.

#### ARTICLE 17 -PAY FOR LEAVE

17.01 Pay for all leave (s) shall be the same as if the employee had worked.

17.02 All leave (s) of absence approved by the Company will be in writing with a copy to the Union.

#### ARTICLE 18 -BEREAVEMENT LEAVE

18.01 Bereavement Leave of absence will be granted to an employee upon a death in his immediate family. For each day of such leave of absence, which is a regularly scheduled working day for the employee, he shall be paid the same as if he had worked that day. To qualify for bereavement leave, the employee shall notify his supervisor as soon as possible following the bereavement.

"Immediate family" shall mean spouse, son, daughter, mother, father, sister, brother, step parents, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather and employee's grandchildren and legal guardian.

18.02 The leave of absence granted will be as follows:

- (a) If the deceased is the spouse, son or daughter, father, mother, sister, brother, mother –in -law, father-in law, step parents, foster parents, son-in-law, daughter-in-law Step or legal guardian, the maximum bereavement leave shall be five (5) consecutive working days commencing on the date of death,
- (b) If the deceased is a member of the employee's immediate family other than those in Clause 18.02(a)
  - (i) the maximum bereavement leave shall be Three (3) consecutive working days including the day of funeral).
- (c) In the event that travel is required beyond a distance of four hundred and eighty (480) kilometres, the Employer will grant two extra days of leave without pay.

The Company may require adequate proof of death and relationship at an appropriate time.

#### ARTICLE 19-MATERNITY LEAVE

19.01 In the event that an employee advises her immediate supervisor that she is pregnant or is

adopting a child and wishes to have leave of absence, the Company shall grant her a leave of absence without pay for the period of time preceding the date of her delivery upon suitable medical evidence and for the six (6) week period immediately following the date of her delivery or adoption.

19.02 A male employee shall be granted a leave of absence without pay for five (5) working days for the needs directly related to the birth or adoption of his child. He shall be granted leave of absence without pay for an additional two (2) weeks if he so requests.

19.03 In the event that such employee is unable to return to work at the conclusion of the six (6) week period immediately following the date of delivery, because of complications arising out of her pregnancy and/or delivery, she shall be granted an extension of up to six (6) months in her maternity leave of absence without pay.

#### ARTICLE 20-FAMILY RESPONSIBILITIES LEAVE

20.01 For the purpose of this clause, family is defined as an individual employee or spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents) or any relative residing in the employee's household or with whom the employee permanently resides.

The Employer shall grant leave with pay under the following circumstances:

- a) up to four (4) hours of leave with pay for an appointment to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
- b) up to one (1) day of leave with pay for the temporary care of a sick member of the employee's family;
- c) such personal leave shall be granted with pay to employees so they may attend their own personal needs or anything defined in (a) and (b).

The total leave with pay which may be granted under sub-clause (a) and (b) shall not exceed sixteen hours in a fiscal year.

#### ARTICLE 21 - PUBLIC OFFICE LEAVE

21.01 Upon written request by the Union and the individual concerned, the Company shall grant leave of absence without pay to any employee elected to and without pay while campaigning for his own election to the Manitoba Legislature, municipality or the House of Commons. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election

#### ARTICLE 22- SAFETY & HEALTH

22.01 The Employer and the Union recognize the necessity to maintain a safe and healthy place of employment. It is agreed that the Employer, the Security Officers and The Unions will co-operate fully to promote safe work practices, health, conditions and the enforcement of safety

rules and procedures.

- 22.02 The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members and three (3) alternatives elected or appointed by the Union, the Unit Chair and Co-Chair, and not more than two (2) members appointed by the Company.
- 22.03 The general duties of the Occupational Safety & Health Committee shall be in accordance with applicable Legislation.
- 22.04 The Committee will identify issues necessary for corrective action, and monitor those items monthly.

#### ARTICLE 23 - HEALTH & WELFARE

- 23.01 The Employer will continue to provide a Health & Welfare plan in accordance with appendix C. attached hereto.

#### ARTICLE 24 - ESTABLISHED PRACTICES

- 24.01 Any rights and privileges enjoyed by the employees prior to the execution of this Agreement, provided they are not in conflict with any of the provisions of this Agreement, shall be continued and no change shall be made unless agreed to by the parties.

#### ARTICLE 25 - UNIFORMS

- 25.01 a) The Company shall supply uniforms at no cost to employee which will consist of 2 trousers, 4 shirts (per year), jacket, and parka which shall remain the property of the Company, as per the policy in effect at the signing date of this agreement.
- b) The Company shall supply safety apparel, snowmobile suits, rainwear or equipment required to perform the job at no cost to the employee.
- c) The Company agrees to contribute \$50.00 (fifty dollars) upon presentation of a receipt towards each Employee required to wear approved safety footwear in their workplaces during the term of the Collective Bargaining Agreement.

#### ARTICLE 26 - BULLETIN BOARDS

- 26.01 The Company will provide a bulletin board in each Gatehouse and each First Aid Station for the posting of Union notices related to elections, meetings and social functions provided that such notices are signed by an authorized Union Official.
- 26.02 For the purpose of job posting, the posting will state rate of pay, job title, gatehouse location, and first aid station location.

#### ARTICLE 27 - NO STRIKE, NO LOCKOUT

- 27.01 The Company shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representatives of the Union, nor any employee, shall

in any way authorize, encourage, or participate in a strike, walk-out, suspension of work, or slowdown against the employer. In the event of a strike by a labour group other than those covered by this agreement, involving the client's property or operations, the employees will remain on the job for protection of life, limb, or property, and maintenance of fire watch on the client's premises, and security of property on the client's premises.

They will not engage in any work they do not normally do, other than additional loss control functions required as a result of the dispute.

#### ARTICLE 28 - JOINT CONSULTATION COMMITTEE

- 28.01 The parties agree that a joint consultation committee composed of up to three (3) representatives from the Union and up to two (2) representatives of the Employer shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.
- 28.02 The committee shall meet once every two (2) months or more frequently with the consent of the parties. The company will pay for all time lost of joint consultation Committee representatives.
- 28.03 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity, and shall have no power to alter, amend, add or modify the terms of this Agreement.

#### ARTICLE 29 - DURATION OF AGREEMENT

- 29.01 This Agreement shall take effect on APRIL 1, 2008, and shall remain in full force and effect, and be binding upon both parties, until the 31st of MARCH, 2011, and shall continue in full force and effect from year to year thereafter unless notice in writing is given by either party to the other not more than sixty (60) days and not less than thirty (30) days prior to the expiry date, of intent to seek amendment of the agreement.

In Witness Whereof each of the parties hereto has caused this Agreement, effective April 1, 2008, until MARCH 31, 2011, to be signed by these respective representatives duly authorized in that behalf this day of, \_\_\_\_\_ 2008.

APPROVED ON BEHALF OF:

APPROVED ON BEHALF OF:

UNITED STEELWORKERS  
LOCAL 6166

GARDA SECURITY

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Les Ellsworth, President

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Roy Leslie, Staff Representative

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Murray Pappin

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Mike Pulak

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Carla Henning

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Ron Stoddart

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Wilf Pouliot

APPENDIX "A"

Effective	Level 1	Level 2	Level 3	Level 4
April 1, 2008	13.35	14.35	14.85	15.85
April 1, 2009	13.80	14.80	15.30	16.30
April 1, 2010	14.35	15.35	15.85	16.85

All New Employees will advance to Job Class 2 after 45 (forty five) calendar days.

All wage increases are above current Level 1, 2, 3 & 4 rates and are retroactive to April 1<sup>st</sup>, 2008 for all employees employed during negotiations.

APPROVED ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

APPROVED ON BEHALF OF:  
GARDA SECURITY

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APPENDIX "B"

COST OF LIVING ALLOWANCE

A cost of living allowance will, if applicable, be paid to each employee as set out below. This allowance will be based on the Consumer Price Index (all items-base: 1981=100) published by Statistics Canada (hereinafter referred to as the "CPI) and will be calculated as follows:

- (a) the CPI published for January 2009, shall be compared with the CPI published for APRIL, 2009, and effective the pay period immediately following the publication of the APRIL, 2009, CPI, the allowance shall be one cent (1%) per hour worked for each zero point one three (0.13) point increase by which the APRIL, 2009, CPI exceeds the January, 2009 CPI.
- (b) A similar comparison and adjustment shall be made thereafter on the basis of the CPI published every three-(3) months apart during the remainder of the terms of this Agreement.

During the life of this agreement the maximum C.O.L.A. payable shall not exceed Twenty-five (\$0.25) cents per hour in the second and third year of the agreement.

COLA payment is conditional upon inflation exceeding wage increases in both the second and third year of the agreement.

APPROVED ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

APPROVED ON BEHALF OF:  
GARDA SECURITY

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APPENDIX C

BENEFITS

The Employer will continue to provide a Health & Safety Welfare Plan in accordance with Appendix C. It is understood that this plan now includes coverage for same Sex couples. All changes to the Health & Welfare plan including the Family Responsibility Leave will be effective April 1, 2008. All benefit plans will commence on April 1, 2011 and expire at the end of the current Collective Bargaining Agreement.

OPTICAL

Vision Care

The Company agrees to pay for family plan prescription glasses, one pair per person every two- (2) years to a maximum of Two hundred Dollars (\$200) per person for the first two years.

The Company agrees to contribute up to \$50.00 (fifty dollars) towards an eye examination fee once every two years.

GROUP RRSP

The Employer agrees to the Group RRSP to reflect the following:

Company pay fifty (\$0.50) cents per hour worked. Employees pay twenty (\$0.20) cents/hours worked.

Company contribution will be sixty (\$0.60) cents per hour worked effective April 1<sup>st</sup> 2010.

Employees may contribute an additional amount to the plan if they so desire. Such contributions may be arranged as authorized payroll deductions.

GROUP LIFE

The Company will pay the full cost of Group Life Insurance for coverage in the amount of thirty (\$30,000) Thousand.

DENTAL PLAN

Updated to reflect the current Manitoba Dental fee schedule including the Northern Dental Fee Schedule in each year of the agreement. Visits to be on a six-month basis if required.

APPROVED ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

APPROVED ON BEHALF OF:  
GARDA SECURITY

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The following letters of agreement between the company and the Union form a part of the collective agreement and as such are subject to the grievance and arbitration procedure:

**LETTER OF UNDERSTANDING**

**RE: CALL OUT PROCEDURES**

This will confirm the understanding and agreement with respect to CALL OUT PROCEDURES.

It is agreed that in cases of Call Out, Fulltime employees are not called until Part-Time have been given the opportunity to accumulate full-time hours.

When all Part-time employees obtain full-time hours in one week, Call Out overtime will be allocated to Full-time personnel based on the record of accumulated overtime hours for the purpose of overtime distribution.

It is further agreed that employees on a Call Out will not be allowed to exercise their seniority rights for job preference.

No answer or refusal will be considered as shift worked.

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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LETTER OF UNDERSTANDING

**RE: PAYROLL CORRECTIONS**

It was discussed during bargaining that most bi-weekly payrolls are error-free and any discrepancies are typically minor in nature.

However, at times a hardship may be caused an employee if required to wait until the next pay period for the correction. In the event of a substantial payroll error of at least a full shift, arrangements can be made for an express transaction via direct deposit to be issued from the Montreal head office.

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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LETTER OF UNDERSTANDING

**RE: ARTICLE 28**  
**Joint Consultation Committee**

It is agreed during bargaining that a joint consultation committee listed in the Collective Labour Agreement undertake as one of its next tasks to discuss the ways and means of establishing employee input to shift schedule revisions, due to the new Vale Inco contract and elimination of the First Aid component. The committee will also determine procedure for any re-bids or bumping that may occur as a result.

This would facilitate the posting of shift schedules up to a month in advance, subject to change only in the event of client requirements or employee absence.

It is not intended that any procedures discussed or implemented would abridge any of the provisions of the Collective Labour Agreement.

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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LETTER OF UNDERSTANDING

**RE: PROFIT SHARING PLAN**

This will confirm our discussions and agreement that the letters referencing Article 12.01(b) and a profit sharing plan, both dated April 8, 1994, are extended for the life of the current Collective Labour Agreement.

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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LETTER OF UNDERSTANDING

**RE: HUMANITY FUND**

This will confirm the agreement reached during negotiations that the Company will deduct from the pay of each employee one cent (.01) for each hour worked and forward the total deductions every three (3) months to the Steelworkers Humanity Fund-234 Eglinton Ave. E., - 7th Floor, Toronto, Ontario M4P 1K7.

If an individual employee should so request in writing no such deduction will be made from his/her pay.

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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LETTER OF UNDERSTANDING

**RE: BUMPING PROCEDURES**

This will confirm understanding and agreement with respect to

BUMPING PROCEDURES.

It is agreed that where work reductions or other circumstances result on any Employee losing his / her Bid position, that Employee may bump the most junior Employee in his / her Job Classification.

For the purpose of this Letter of Understanding, the classifications recognized are:

- (a) "Security Officer", includes all positions not requiring Advanced First Aid qualification, (Class 1, 2, 4).

and

- (b) "First Aid", includes all positions requiring Advanced First Aid qualification. (Class 3).

ON BEHALF OF:  
UNITED STEELWORKERS  
LOCAL 6166

ON BEHALF OF:  
GARDA SECURITY

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