

# COLLECTIVE AGREEMENT

Between:

**ALLIED UNIVERSAL CANADA**



And:



**Unifor Local 3000**

November 1, 2021 – September 30, 2023

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## **ARTICLE 1 - OBJECTIVES AND DURATION**

### **1.01 PURPOSE**

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

### **1.02 DURATION**

This Agreement shall be in full force and effect from and including November 1, 2021 to and including September 30, 2023 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date March 31, 2024 or immediately preceding the last day of March in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement. The parties agree to exclude the operation of subsection (2) of Section 50 of the Labour Relations Code of British Columbia.

## **ARTICLE 2 - INTERPRETATION**

### **2.01 DEFINITION OF EMPLOYER OR COMPANY**

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

### **2.02 DEFINITION OF UNION**

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

### **2.03 DEFINITION OF A WEEK**

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

### **2.04 HEADERS AND SUB-HEADERS**

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

## **ARTICLE 3 - RECOGNITION**

### **3.01 SOLE BARGAINING AGENT**

The Employer recognizes the Union as the sole and exclusive bargaining authority for all employees covered by this Agreement or Orders of Certification issued by the Labour Relations Board of British Columbia.

## **ARTICLE 4 - UNION PROVISIONS**

### **4.01 MEMBERSHIP IN GOOD STANDING**

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

#### **NEW HIRES**

(b) New Employees shall provide to the Employer, at the time of their employment, a permanent, current address and telephone number and Email address, (if the Employee has one) in writing and are required to advise the Employer of any changes to their address or telephone number or email during their employment. In the event that an Employee neglects to advise the Employer of any change in address or telephone number or email and

ceases to have a permanent address and telephone number, the Employer shall not be held liable for any failure to contact the Employee as may be required by under the Collective Agreement.

#### **ADDRESSES AND PHONE NUMBERS**

- (c) The Employer and the local Union will provide each other with addresses and telephone numbers and upon request.
- (d) The Union must provide the Company with an up to date list of contact information, (email, fax and phone numbers) for the Chief Shop Steward and Local 3000 Representative.
- (e) The Company will notify the Chief Shop Steward and the Local 3000 Representative of any New Hires and a Union Representative will be responsible to contact the New Hires to advise of the date, time and location of a Union orientation class.

#### **4.02 FAILURE TO MAINTAIN UNION MEMBERSHIP IN GOOD STANDING**

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

#### **4.03 CONTRACTING OUT**

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

#### **4.04 UNION FUNCTIONS – LEAVES OF ABSENCE**

- (a) Leave of absence without pay, shall be granted to employees for the purposes of attending union functions such as conferences, conventions, schools, seminars, negotiations, provided always

that the Union makes written application for the leave of absence at least fourteen (14) calendar days prior to said functions.

Leave of absences in (a) shall not exceed one and one-half percent (1.5%) of the total guard force and shall never be more than one (1) guard per Client location.

- (b) The Company agrees to allow employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement provided that the Union notified the Company of the names of the employees and the dates and time off required fourteen (14) days in advance so as not to cause the Company to incur additional costs of overtime or scheduling premiums.

#### **4.05 NO LOSS OF SENIORITY**

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

#### **4.06 DUES DEDUCTION**

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

#### **4.07 REMITTANCE OF DUES**

- (a) The Employer shall, by the tenth (10th) day of each month, mail to the Union a list containing the names of all Union employees who have left their employ since the previous check-off list and to include all names of present and new employees, as well as the date of employment of new employees and hours worked by individual employees covered by the Agreement.
- (b) **Employer's Report of Contributions**  
The Employer shall submit an Employer's Report of Monthly Contributions for each month. This report shall be on the form and in the detail, prescribed by the Union.

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

#### **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 31 Step 3 to this Agreement. The parties agree that an award of such Arbitrator may be enforced under the proper provisions of the Labour Relations Code of British Columbia. The parties agree that the costs of such arbitration shall be borne by the unsuccessful party. Claims for payment which are not made by the tenth (10th) day of the month following the month in which such payments became due may be referred to arbitration.

#### **4.09 CHANGE IN DUES**

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

#### **4.10 T4 SLIPS**

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

#### **4.11 SHOP STEWARDS**

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

Employee, regarding but not limited to their conduct or an incident prior to returning to the site, then the Company will notify the Chief Shop Steward and the Local 3000 Representative twenty-four (24) hours prior to a meeting, with an Employee.

#### **4.12 UNION ACCESS TO JOB SITES**

The Representatives of the Union shall have access to a 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 for each particular job site. Client objections shall be subject to negotiated alternative arrangements.

The Employer shall provide the Union with written confirmation of the client's reasons for a denied site visit when requested.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 MANAGEMENT RIGHTS**

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

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

## **5.02 CLIENT**

The Union recognizes that the Client's desires and satisfaction with the Company and its employees is ultimately the governing factor in the well-being, size and growth of the Company. All other matters not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Company.

## **5.03 ADMINISTERING AGREEMENT**

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

# **ARTICLE 6 - RULES AND REGULATIONS**

## **6.01 RULES AND REGULATIONS**

The Employer may, from time to time, make rules and regulations concerning employment to be complied with by the employees which are not inconsistent with the terms of this Agreement. Such rules and regulations include, but are not limited to those contained in the Allied Universal Handbook for Security 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, upon ten (10) calendar days written notice, to the Employer, may inspect their personnel file twice yearly, by appointment in the presence of a member of Management and limited to thirty (30) minutes. 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 Guard on duty who has sound reason to believe their relief Security Guard should not take over their duties, will report the matter to the Security Operation Center, Supervisor or Designated Representative who shall take whatever action shall be required. It is the responsibility of the Employer to take appropriate action and, failure to do so, will constitute no responsibility on the part of the Security Guard who reported the matter. Under no circumstances, will a Security Guard abandon their position.

### **ARTICLE 7 - SAVINGS ARTICLE**

#### **7.01 LEGISLATIVE COMPLIANCE**

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

#### **7.02 REQUIREMENT TO NEGOTIATE AMENDMENTS**

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

## **ARTICLE 8 - CORPORATE OBLIGATIONS**

### **8.01 NO OTHER AGREEMENT**

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

## **ARTICLE 9 - TRANSFER OF TITLE**

### **9.01 SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred or taken over by the sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms, conditions and life of this Agreement. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of this Agreement should one of these transactions mentioned in 10.01 take place. Such notice shall be in writing with a copy sent to the Union not later than the effective date of transaction.

## **ARTICLE 10 - STRIKES, LOCKOUTS AND OTHER WORK STOPPAGES**

### **10.01 NO STRIKES OR LOCKOUTS**

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

### **10.02 DISPUTES AND GRIEVANCES**

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

### **10.03 LABOUR DISPUTES**

Employees (Security Guards) from time to time may be asked to deal with and react to security situations as a result of labour disputes by other groups. Such labour disputes may be either strikes, lockouts or any circumstances where a Union picket line is posted at the place of

employment. In these circumstances, employees shall continue their employment in order to protect life, prevent injury and to maintain fire watch and security of property. Employees shall not engage in any work that they do not normally do, other than additional work pertaining to additional security created by such dispute.

#### **10.04 NOTICE OF DISPUTE**

In the event of a dispute or the potential of a dispute as outlined in 10.03, the Employer shall notify the Union as soon as possible.

#### **10.05 PICKET LINES**

When an Employee (Security Guard) is required to cross a picket line, either by car or on foot in order to perform their security duties they 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, on foot, client management personnel, client supervisory personnel, visitors or any others across picket lines;

#### **10.06 NO SECURITY DOGS**

The use of security dogs around strike pickets is prohibited.

### **ARTICLE 11 - HOURS OF WORK GENERAL**

#### **11.01 MINIMUM HOURS**

The minimum hours of pay for any shift for which an Employee has been scheduled and for which they do report shall be four (4) providing the Employee is not removed from work for just cause.

#### **11.02 EMERGENCIES**

An Employee called out for an emergency shall receive a minimum of four (4) hours' pay provided the employee is enroute to their assignment.

#### **11.03 MAXIMUM HOURS/HOURS FREE FROM WORK**

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

#### **11.04 OVERTIME (SEE ARTICLE 32.10)**

- (a) There shall be no arrangements made for granting time off in lieu of overtime.
- (b) Prior to offering, overtime hours will be offered first to employees with less than forty (40) hours, who are site trained by 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 (1½x) the regular rate. In the event that for any reason the shift following the short change would normally have been paid at the overtime rates, then the foregoing overtime hours shall be paid for at double (2x) time.

#### **11.06 MUTUAL EXCHANGE OF SHIFTS**

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

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

#### **11.07 CHANGE OF SHIFTS**

In case of an emergency where the Employer changes an Employee's permanently awarded shift or 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.

### **11.08 MOVING DURING SHIFT AND 4 HOURS OR LESS BETWEEN SHIFTS**

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

### **11.09 LUNCH**

The time required to consume lunch on any shift consisting of five (5) hours or more shall be considered as time worked.

### **11.10 MINIMUM HOURS OFF PER WEEK**

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

### **11.11 FULL-TIME WORK SHIFTS**

The Employer agrees, whenever possible, to create full-time work shifts by combining the work shifts of part-time employees. When a question arises as to the Employer's compliance with this provision, the Union will be given access to all relevant work schedules.

### **11.12 COMPANY MEETINGS**

Where an Employee is called into a meeting concurrent to their shift on a working day, they shall be paid from the end of their shift until the conclusion of the meeting at their regular rate of pay for all such time.

Where an Employee is called into a meeting on their day off, they shall be paid at their regular rate of pay for a minimum of four (4) hours.

### **PART II**

### **11.13 TEN (10) HOUR SHIFTS**

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

1. Days Off

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

2. Overtime Pay

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

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

- (i) Except as provided in (ii) or (iii) one and one-half (1½x) times their regular hourly pay for all hours worked in excess of ten (10) hours in a shift or forty (40) hours in a week or on a fifth (5th) day in a week.
- (ii) Double (2x) their regular hourly pay for all hours worked in excess of eleven (11) hours in a shift or forty-eight (48) hours in a week or on a sixth (6th) day in a week.
- (iii) Triple (3x) their regular hourly pay for all hours in excess of sixty (60) hours in a week or on a seventh (7th) day in a week.

3. Overtime Waiver and Alternate Employment

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

4. Temporary Assignments

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

PART III

## **11.14 TWELVE (12) HOUR SHIFTS**

1. It is agreed between the parties if work schedules of twelve (12) hours per day are implemented they will be scheduled on a four (4) day on, four (4) day off basis.
  - (a) All overtime shall be paid at the prescribed rates. There shall be no arrangements made for granting time off in lieu of overtime.

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

    - (i) Double (2x) their regular hourly rate for all hours worked in excess of twelve (12) hours in a shift.
  - (b) A full-time Employee required to work on their days off shall be paid as follows:
    - (i) One and one half (1 1/2) times their regular hourly rate for the first day.
    - (ii) Two (2) times their regular hourly rate for the second day.
    - (iii) Three (3) times their regular hourly rate for all days additional to (i) and (ii).
2. Statutory Holiday Pay
  - (a) The provisions of Sub-articles 16.01, 16.03, 16.04 and 16.05 shall apply.
  - (b) Following the first thirty (30) days of employment a full-time Employee shall be entitled to twelve (12) hours straight time pay and a part-time Employee shall be entitled to the average daily hours they worked in the thirty (30) day period immediately preceding the holiday, provided the Employee (full-time or part-time) meets the following conditions:
    - (i) That the Employee worked, at least, ten (10) days of the thirty (30) days immediately preceding the holiday observed.
  - (c) In addition to the provisions of (b), employees working on a statutory holiday shall be paid as follows:

- (i) The first twelve (12) hours or portion thereof (minimum of four (4) hours) at time and one-half (1 1/2) their regular hourly rate.
- (ii) All hours in excess of twelve (12) at double (2x) their regular hourly rate.

3. Overtime Waiver And Alternate Employment

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

4. Temporary Assignments

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

## **ARTICLE 12 - HOURS OF WORK FULL-TIME**

### **12.01 STANDARD HOURS OF WORK**

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

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

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

### **12.02 MAXIMIZATION OF HOURS**

- (a) The Union recognizes that the hours of work of employees of the Company are directly determined by the contractual obligations between the Company and their Client(s). Therefore, the hours of work will be determined by the Company and will be consistent with the requirements of the Client(s).

- (b) Notwithstanding 12.01(a) above and consistent with the Client requirements, the Company will attempt to schedule employees to maximize the hours available at the Client site consistent with the principle of forty (40) hours per week and consistent with 12.02 (c) below.
- (c) The Company may schedule employees at a client site to support, augment or replace regular employees who are absent for any reason.

### **12.03 STANDARD SHIFTS**

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

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

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

### **12.04 SPLIT DAYS OFF**

When an Employee's days off are split they shall receive overtime at time and half (1-1/2) for one (1) eight (8) hour shift in that week as compensation thereof. Exceptions may be made in cases where it is proven that scheduling prohibits consecutive days off or where employees request in writing that their days off be split.

### **12.05 SPLIT SHIFT**

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

### **12.06 MINIMUM REPORTING TIME**

A full-time Employee who gets less than three (3) hours notice to report for a shift shall be paid two (2) hours extra pay at straight time providing such Employee is not at work when they get notice. This shall be in addition to any overtime or Statutory Holiday pay that may be involved.

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

### **12.07 REDUCED HOURS**

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

## **ARTICLE 13 - HOURS OF WORK PART-TIME**

### **13.01 PART-TIME DEFINED**

The basic part-time work week under this Agreement as outlined in Article 33.01.

### **13.02 PART-TIME CRITERIA**

An Employee who does not meet the criteria for full-time or part-time classification as laid out in LOU #1 shall be classified as a casual Employee.

### **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 or casual employees who have no interest in obtaining full-time status shall have no claim for hours over those part-time or casual employees who are working toward the establishment of full-time status. "part-time or casual employees who have applied for full-time positions six (6) months will be considered as 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. If agreement cannot be reached the matter shall be processed through the arbitration proceedings set out in this Agreement. Upon establishment of the new classification, an interim rate shall be set and if the rate finally set through negotiations or arbitration is higher than the interim rate a retroactive adjustment shall be made back to the date when the new classification was established.

### **14.02 REVISED CLASSIFICATION**

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

## **ARTICLE 15 - MEAL ALLOWANCE AND SITE ORDERS**

### **15.01 MEAL ALLOWANCE**

On request, the Employer shall pay to employees required to work unscheduled overtime after the commencement of the third hour of overtime, that is an extension to an eight (8)-hour or greater shift, fifteen dollars (\$15) without a receipt.

### **15.02 SITE ORDERS**

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

## **ARTICLE 16 - STATUTORY HOLIDAY PAY**

### **16.01 STATUTORY HOLIDAYS**

(a) The following and all additional days as may be declared by the Federal and/or Provincial Government shall be recognized as statutory holidays. Statutory pay rates will be paid for work done

only on the day the holiday occurs and not for the closest weekday.

Holiday:

New Year's Day Labour Day

Family Day Thanksgiving Day

Good Friday Remembrance Day

Victoria Day Christmas Day

Canada Day Boxing Day

B.C. Day

- (b) In the event that a work shift overlaps the beginning or the end of a statutory holiday, the criteria shall be that all hours actually worked on a statutory holiday, between 12.01 a.m. and 12.00 midnight, shall be considered as worked on a statutory holiday.
- (c) An Employee required to work on a designated statutory holiday shall be paid one and one-half (1½) times their regular rate of pay.
- (d) An employee qualifies for a statutory holiday pay as per the Employment Standards Act of BC.

#### **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, Boxing Day, New Year's Day, the Employer shall make every effort to re-arrange the work schedule so the Employee shall have one (1) of those days off if requested which won't be unreasonably denied by Management.

## **ARTICLE 17 - ANNUAL VACATION**

### **17.01 VACATION WITH PAY**

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

- (a) An Employee with more than one (1) but less than four (4) completed years of service shall receive two (2) weeks' vacation with pay equivalent to four percent (4%) of their gross earnings for the preceding vacation year, pursuant to their employment with the Company.
- (b) An Employee on completion of four (4) years of service, but less than eight (8) years of completed service, shall receive three (3) weeks' vacation with pay equivalent to six percent (6%) of gross earnings for the preceding vacation year, pursuant to their employment with the Employer.
- (c) An Employee, upon completion of eight (8) years of service, shall receive a four (4) weeks' vacation with pay equivalent to eight (8%) of their gross earnings for the preceding vacation year, pursuant to their employment with the Employer.
- (d) An Employee, upon completion of seventeen (17) years of service, shall receive a five (5) weeks' vacation with pay equivalent to ten (10%) of their gross earnings for the preceding vacation year, pursuant to their employment with the Employer.
- (e) An Employee with twenty-two (22) or more years' service shall receive six (6) weeks' vacation with pay equivalent to twelve percent (12%) of their gross earnings for the preceding vacation year, pursuant to their employment with the Company.

### **17.02 VACATION YEAR**

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

### **17.03 VACATION REQUESTS**

All employees shall submit completed Vacation Request forms to the Employer during the month of February each year and such request

shall be answered by the Employer, in writing, on or before March 31st of the year for which the request is submitted for which such decision shall not be reasonably withheld. If vacation requests are denied, written reasons shall be given. In the event the Employer fails to respond to the vacation request on or before March 31st of the year for which the request is submitted it shall be deemed approved.

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

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

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

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

#### **17.04 VACATION PAY ON TERMINATION**

On termination of employment, an Employee shall be paid all accrued vacation entitlement at the applicable percentage rate of their 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, they shall be granted compassionate absence with full pay at straight time for five (5) days. In addition, full-time and part-time employees shall be entitled to take up to two (2) weeks leave without pay. Such days off and/or leave, without pay, shall be concurrent either with the receipt of notification of death or the day of interment. Immediate family in this case means: mother, father, spouse as defined in the Provincial or Federal statutes, this shall include common-law and same-sex relationships, sister, brother, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather and grandchildren. Satisfactory proof shall be supplied to the Employer on request. Where employees are required to travel out of British Columbia to attend a funeral, the Employer will grant an additional two (2) days unpaid leave.

## **ARTICLE 19 - COURT APPEARANCES**

### **19.01 LEGAL PROCEEDINGS**

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

### **19.02 COURT ATTENDANCE**

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

### **19.03 CROWN SUBPOENAED/JURY MEMBER**

An employee required to serve as Crown subpoenaed witness or jury member shall be paid full pay for all scheduled hours missed due to such duty. The employee shall turn over to the Employer any money,

other than expenses, paid to them by the Crown for those days the Employee would normally have worked.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.01 UNPAID LEAVE OF ABSENCE**

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

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

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

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

### **20.02 NO WORK DURING LEAVE**

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

**20.03 MATERNITY/PARENTAL FAMILY RESPONSIBILITY AND COMPASSIONATE CARE LEAVE**

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

**20.04 MEDICAL LEAVE**

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

**20.05 SENIORITY MAINTAINED**

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

**ARTICLE 21 - HEALTH AND WELFARE**

**21.01 EMPLOYER CONTRIBUTION**

Employer to follow up with provider at the end of 2022.

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 B – Company Health Insurance and Benefit Plan and Appendix A)

- (b) The Benefit Plan documents in effect at the date of the ratification of the current Collective Agreement shall be signed by both Parties to attest to their authenticity.
- (c) The Company will not change any or eliminate benefits in the current Benefit Plans during the life of the CBA without the agreement of the Union.
- (d) The Company will provide the Union with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits.

The Company may change carriers during the life of the Agreement; however, the Union must be so notified by the Company six (6) months in advance of any carrier change.

#### **21.02 TERMS FOR A NEW CARRIER**

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

- (a) The Company will ultimately decide on carriers and give the Union six (6) months written notice of the change in carrier.
- (b) The benefit plans with any new carrier will mirror (and possibly exceed) the current benefits plan provisions and practices as outlined in "Schedule B" and "Appendix A". Individual employees will not see a reduction in their benefit coverage or changes to eligibility for coverage.
- (c) The Employer further agrees that there shall be no increase to existing deductibles or dispensing fees nor shall any new deductibles or dispensing fees be levied on employees or their dependents above what already existed prior to the new carrier providing coverage.
- (d) In changing carriers, there may be some differences in the provision of benefits which, while not substantive, could adversely affect some employees. The Company and the Union will review such situations on a case by case basis and seek a resolve to prevent an adverse effect to the Employee. A resolve might include temporary maintenance of the old plan provision.
- (e) 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.

- (f) Six (6) months prior to implementation with the new carrier the Company will provide the Union with a copy of the full benefit plans and any related contracts with the new carrier.

## **ARTICLE 22 - SENIORITY**

### **22.01 PROBATIONARY PERIOD**

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

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

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

### **22.02 APPLICATION OF SENIORITY**

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

### **22.03 SENIORITY LISTS**

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

The parties agree that date of hire seniority shall be from date of transition October 13, 2021.

### **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 with a permanently assigned schedule "at their work site";
- (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 their employment and in the event an Employee is rehired there shall be no continuity of service and will be considered a new hire for the purposes of seniority;
- (b) is laid off by the Employer for a period of eight (8) consecutive months;
- (c) fails to report for work within five (5) working days after being notified by the Employer of recall, by registered mail, unless due to illness with medical certificate to be provided. The medical

certificate must be presented within three (3) business days when requested by the Employer.

- (d) is absent without leave and no reasonable reason given;
- (e) is absent from work due to accident or illness, and the Employee's medical condition has plateaued and there remains no reasonable probability of him or her being able to return to work. The Employer may require medical confirmation of the Employee's status through their physician and/or via an Independent Medical Examination of which the cost, of such, will be borne by the Employer;
- (f) is terminated for just and reasonable cause;
- (g) if an Employee uses a leave of absence for reasons other than that for which the leave was granted;
- (h) if an Employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence. The reasonable excuse must be communicated within ten (10) calendar days from the return date.
- (i) if the Employee refuses to accept four (4) shifts within thirty (30) consecutive days.
- (j) fails to work an offered shift within sixty (60) calendar days of the last shift worked.

#### **22.07 LAY-OFF OR REDUCTION TO PART-TIME**

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

- (a) Recall shall be by seniority provided that the Employee has the skill and ability to perform the work.
- (b) Laid off employees shall be called back in the reverse order in which they were laid off. The Company shall give notice of recall from layoff by registered letter to the last recorded address of the Employee and the Union will receive copies of such letters. Employees shall keep the Company advised of current addresses. The Employer will not be responsible if the address is not current.

- (c) The Employer shall notify the Union of any lay-off.
- (d) No new employees shall be hired following a lay-off until those employees who are laid off have been given reasonable opportunity of recall.

## **22.08 TERMINATION AND SEVERANCE**

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

## **ARTICLE 23 - POSTING AND VACANCIES**

### **23.01 JOB POSTINGS**

- (a) All temporary positions are defined as positions at work sites that are expected to last between sixty days but not more than three hundred and sixty-five (365) days.
- (b) Permanent vacancies are defined as positions at work sites that are expected to last or have lasted for a period of more than three hundred and sixty-five (365) days. When a permanent posting closes, an effected employee shall have the bumping provisions as outlined in Article 22.05.

All postings shall be emailed to employees not less than five (5) calendar days, prior to the closing of the job posting.

A copy of the email shall be sent to the Union. All Employees wishing to apply must submit a written request prior 16:00 PST on the closing date outlining their qualifications, via email or fax to Human Resources in order to be considered for the position.

The posting document shall contain the following:

- (i) position available;
- (ii) rate of pay;
- (iii) hours of work;
- (iv) days of work;
- (v) location
- (vi) required knowledge and qualifications;
- (vii) the date of the posting;

- (viii) the closing date of the posting;
  - (ix) The position will be emailed to all employees
  - (x) The Company will endeavor to communicate job postings to all guards through varied communication means, such as email, it is understood that these tools can vary over the life of the Collective Agreement;
  - (xi) The job posting shall include the expected termination date of the position at the particular worksite.
- (c) Employees who meet the minimal qualifications will be awarded said positions in accordance with seniority and full-time Employees wishing to apply for promotion must do so in writing, stating their qualifications for such appointment within five (5) working days of notification being posted.
  - (d) Employees absent on leave, or, for other reasons, who wish to be considered for supervisory positions or vacancies which may occur during their absence shall be permitted to fill in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy occur during their absence.
  - (e) The deadline for applications shall be five (5) calendar days from the date the posting document is distributed. The position shall be filled within twenty-one (21) calendar days.
  - (f) 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.
  - (g) When a temporary position changes to a permanent position as outlined in (a) and (b) above, the position will be re-posted according to provisions of this Article, the existing employee shall not be automatically awarded the permanent position based on their current employment status.
  - (h) Employees who meet the minimal qualifications will be awarded said positions in accordance with seniority and full-time Employees wishing to apply for promotion must do so in writing,

stating their qualifications for such appointment within five (5) working days of notification being posted. Employees awarded positions with fixed end dates are not eligible to exercise displacement rights provided they continue to work up to or beyond the identified date.

### **23.02 SUPERVISORS**

At all new sites (that includes re-bids, re-tenders and renewals) there shall be working Supervisors on the following minimum basis:

- One hundred and sixty-eight (168) hours per week but less than three hundred and thirty-six (336) hours per week, one (1) Supervisor.
- Three hundred and thirty-six (336) or more hours per week but less than five hundred (500) hours per week, one (1) Supervisor and one (1) Site Supervisor.
- Five hundred (500) hours per week or more, two (2) Supervisors and one (1) Site Supervisor.

Additional Supervisors may be provided when required by clients. Notwithstanding the above, in the event the client does not request/require a working Supervisor then the Company shall not be obligated to comply with the above.

NOTE: No current employees will be reduced in pay as a result of this Article.

### **23.03 SUPERVISORS REDUCED**

Supervisory employees may be reduced for just cause, in which case they shall have recourse to the Grievance Procedure; or if their classification is eliminated and they do not have sufficient seniority to transfer to a similar job. Whenever there is a reduction in the total number of jobs which necessitates the re-assignment of employees to lower rated jobs the re-assignments shall follow the normal reduction in forces and displacement procedures as outlined in Article 22.05. Supervisors will not bump another Supervisor without the client's approval.

### **23.04 ACTING SUPERVISORS**

Acting Supervisors approved by Management may 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, they shall be laid off without notice in such cases payment in lieu of notice shall apply, as per Employment Standards Act.

## **ARTICLE 25 - WORKSAFE BC**

### **25.01 SAFE AND HEALTHY WORK ENVIRONMENT**

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

### **25.02 JOINT HEALTH AND SAFETY COMMITTEE**

The Company and the Union agree to establish and maintain a Joint Health and Safety Committee ("Committee") consistent with the requirements of the Workers' Compensation Act.

### **25.03 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 ALLIED UNIVERSAL 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 ALLIED UNIVERSAL respecting, the identification of potential or existing hazards or materials, processes or equipment.

#### **25.04 PAYMENT FOR ATTENDANCE AT MEETINGS**

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

#### **25.05 PREPARATION TIME**

On approval of Management, Joint Committee members shall be entitled to reasonably necessary paid time to prepare for each committee meeting.

#### **25.06 ILL OR INJURED EMPLOYEES**

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

#### **25.07 TRANSPORT OF ILL OR INJURED EMPLOYEES**

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

needed and from the hospital to home following treatment, or to a doctor if needed and from the doctor to home following treatment.

#### **25.08 RIGHT TO REFUSE**

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

#### **25.09 JOINT INVESTIGATION**

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

#### **25.10 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.

#### **25.11 VACCINATIONS AND INOCULATIONS**

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

#### **25.12 SHELTER**

Every employee on every job site must have reasonable access to shelter during their shift. The shelter must be heated during cold weather, and have sanitary toilet facilities, drinking water, and a functional communication device.

The Employer may provide for or allow the use of a vehicle to be used as a shelter. The lack of such facilities shall be immediately reported to the Employer. Until such facilities are provided, employees shall be entitled to leave the work site to make use of facilities as required.

Procedures to control and record such absences shall be laid down, in writing, by the Employer.

The Union and the Employer may mutually agree to vary the requirements contained in this Article.

#### **25.13 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 they were scheduled.

#### **25.14 VERIFYING EMPLOYEE'S SAFETY**

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

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

#### **25.15 EDUCATION AND TRAINING**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and/or instruction.
- (b) The worker members of the Joint Committee may attend the Unifor Health and Safety Course (one week) at the Union's expense, which may be taught at the Unifor Family Education Centre in Port Elgin.

#### **25.16 ACCIDENT AND INCIDENT INVESTIGATION**

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

## **25.17 ACCOMMODATION OF DISABLED WORKERS**

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

## **ARTICLE 26 - DISCRIMINATION**

### **26.01 HARASSMENT DEFINED**

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

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

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

- unwelcome remarks, jokes, innuendoes, gestures or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- posting or circulation of offensive photos or visual materials;

- refusal to work or converse with an employee because of their racial background or gender, etc.
- unwanted physical conduct such as touching, patting, pinching, etc.
- condescension or paternalism which undermines self-respect;
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

## **26.02 HARASSMENT IS NOT**

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

## **26.03 FILING A COMPLAINT**

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

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

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

## **26.04 INVESTIGATION**

Upon receipt of a complaint, the Supervisor/Shop Steward contacted will immediately inform their Union or Company counterpart and together they will then interview the Employee and advise the

Employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Allied Universal General Manager and the National Union Representative.

A formal investigation of the complaint will then begin by the Allied Universal General Manager or delegate and the National Union Representative or delegate 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 and the Company Representative will then complete a report on the findings of the investigation. The Union Representative and the Company Representative will make a recommendation on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and the National Unifor policy regarding discrimination and harassment in the workplace.

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

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

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

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

## **ARTICLE 27 - UNIFORMS AND EQUIPMENT**

### **27.01 UNIFORMS**

- (a) Complete properly fitting uniforms, excepting footwear and underwear and all equipment necessary for the job shall be

furnished by the Employer. Shoes worn with uniform shall be conservative in appearance and Black in colour.

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

FULL-TIME: Two (2) 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); two (2) skirts, three (3) blouses, one (1) jacket, one (1) scarf), latex gloves (as required).

PART-TIME: One (1) pair of pants, two (2) shirts, one (1) jacket, (one (1) hat, one (1) tie (if required by the client) (or if designated by the Employer); one (1) skirt, two (2) blouses, one (1) jacket, one (1) scarf), latex gloves (as required).

- (c) At locations where employees are required to perform outside security duties in inclement weather, the Employer shall provide rain coats to the location and/or winter jacket to each employee who works at the location. Under the conditions of and in addition to the cleaning allowance provided for in Article 27.03 the Employer shall inform the employees of a dry-cleaning service provider to Employees.
- (d) At locations where it is a requirement to carry radios, flashlights and other equipment such as key rings, the Employer shall make available utility belts.

## **27.02 SAFETY EQUIPMENT/FOOTWEAR**

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

- (b) Safety Footwear

Employees required to wear safety footwear, as provided for in this Article, shall be entitled to an annual safety footwear allowance. All footwear shall be CSA approved and the allowance is limited to a maximum of one hundred and twenty-five dollars (\$125.00) per pair once in each year of the Collective Agreement. Employees with special footwear requirements shall have their requirements addressed by the parties to this Agreement.

- (c) Umbrellas

The Employer will provide a sufficient amount of umbrellas at sites that require exterior patrols.

(d) Flashlights

At sites whereby, a flashlight is required the Employer will provide a Mag flashlight at the Employer's expense, with batteries.

**27.03 CLEANING ALLOWANCE**

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

**27.04 UNIFORM WHILE TRAVELING TO WORK**

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

**ARTICLE 28 – BONDING**

**28.01 BONDING**

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

**ARTICLE 29 - SECURITY EMPLOYEE LICENSES**

**29.01 LICENSE FEES**

The Employer shall bear the cost of the annual Security Employee License fees and other insurance or license fees that may become

necessary except those licenses required under the Motor Vehicle Act provided the employee has not been otherwise reimbursed. This includes the cost of photographs. In the event the employee leaves within six (6) months of commencing the employment relationship or the yearly renewal date then the employee will have the licensing fee deducted from their final pay or vacation pay. The Employer will not reimburse any of the above costs that exceed one (1) year of licensing or insurance coverage.

## **ARTICLE 30 - TERMINATIONS AND SUSPENSIONS**

### **30.01 EMPLOYEE QUILTS**

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

### **30.02 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.

### **30.03 UNIFORM AND EQUIPMENT RETURNED**

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

### **30.04 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 they have received, at least, two (2) written warnings within the previous twelve (12) months.

The written warnings will, in preference, be presented personally as soon as practicable following the offence. In the event that it is not

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

## **ARTICLE 31 - GRIEVANCE AND DISPUTE RESOLUTION**

### **31.01 INFORMAL STEP**

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 Allied Universal matter. The employee should contact a member of Management to discuss such issue(s).

### **31.02 DEFINITIONS**

**Persons:** Means Employer, Association of Employers, 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.

**Days:** Means working days.

### **31.03 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.
- (f) Disclosure of Information – It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

### **31.04 GRIEVANCE PROCEDURE**

#### Step 1:

As soon as possible after the occurrence of the events giving rise to the grievance but, at least, within five (5) days of them the Griever shall discuss the matter with the immediate available Supervisor or member of Management with a view to settlement of it. They may elect to be accompanied by a steward or Union Officer.

#### Step 2:

If the grievance is not resolved at Step 1 within five (5) days of the discussion of it or in the case of a grievance sought at Step 2 of the grievance procedure over termination, dismissal, suspension and policy dispute within five (5) days of the events giving rise to them or

notice of the dispute to the parties, the matters shall be referred to a full-time Union Officer and a member of Management. They shall within five (5) days arrange to meet to seek resolution of the grievance or dispute.

Step 3:

If the grievance or dispute is not resolved at the meeting referred to in Step 2 within five (5) days the difference shall be reduced to writing and referred to arbitration by a single Arbitrator agreed to by the parties. In the event of their being unable to do so the Minister of Labour shall immediately be asked to name a chairperson.

### **31.05 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.

### **31.06 UNABLE TO AGREE ON ARBITRATOR**

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.

### **31.07 EXPEDITED ARBITRATION PROCEDURE**

Either party, for the purpose of arbitrating and settling grievances, may utilize the provisions, of section 104 of the Labour Relations Code of British Columbia.

### **31.08 EXPEDITED GRIEVANCE MEDIATION**

Notwithstanding the procedural requirements of the Collective Agreement, the parties agree to submit grievances not resolved to expedited grievance mediation on a semi-annual basis or as required, provided that each such request is made, in writing, within (5) days of the written receipt of an answer to Step 2 of the Grievance Procedure.

Grievances to be excluded from this process include:

- (a) Dismissal cases
- (b) Cases dealing with legislative matters
- (c) Any other cases mutually agreed not to be progressed in the expedited forum any discussions under this process are privileged to the Parties and will not be raised by either party at any subsequent mediation or other forum that may arise to deal with an issue that is subject to this process.

The Parties agree that the costs and expenses related to this process shall be shared 50/50 by the parties. (Cost and expenses shall be limited to the Mediators fees and meeting room cost)

The principles will be as follows:

1. It is mutually agreed that submitted grievances can be heard more informally and on short notice, to be referred to as “informal expedited cases”.
2. Informal expedited cases may also be scheduled in advance, in accordance with the normal scheduling process.
3. Subject to any other agreement of the parties, informal expedited cases shall require no prior documentation, save that a joint statement of issue, or an ex parte statement by mutual agreement, shall be filed with the Mediator no later than seven (7) working days prior to the commencement of the hearing, with a copy provided to the other party.
4. At the hearing the positions of the parties shall be presented orally. Written briefs need not be utilized in the presentation of informal expedited cases. The parties may submit, as evidence, such documents, records or other evidence as they deem appropriate, subject to the normal rules of admissibility, the British Columbia Labour Code and the jurisdiction and discretion of the Mediator. It is agreed that the purpose of the informal expedited process is for it to not be an arbitration hearing. Hence, the calling of witnesses, to give evidence, shall not be permitted.
5. Awards shall not be precedential for the purposes of any future case. Awards shall be binding and shall not be quoted or otherwise cited at the presentation of any future cases between the parties, and shall not be reported, except to the parties, save as required by the British Columbia Labour Code. Written reasons for awards shall be provided only to the parties to the grievance.

For the duration of this Collective Agreement the panel of Mediators shall consist of Judy Korbin, Vince Ready, and Rick Coleman. Mediators will be chosen on a rotating basis. Any member of the panel who, having been requested in his or her turn to act as a Mediator and is unwilling or unable to act, shall

not again be requested to act until his or her name comes up again on the rotation of the panel.

## **ARTICLE 32 - PAYMENT OF WAGES**

### **32.01 PAY DAY**

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

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

### **32.02 PAY DISCREPANCY**

- (a) 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 Employee shall advise the Employer, via email, that there was an error. If requested by the employer, a completed payroll complaint form as well as a copy of the relevant paystub(s) and supporting documents shall be forwarded, no later than five (5) business days of the receipt of the paystub containing the error. It is the responsibility of the Employee to ensure the documents are properly received by the Company.
- (b) Upon receipt of the Employee submission, the Employer will validate the submission within one (1) business day. Should the

Employer require more supporting information from the Employee to validate the error, they will request this information, immediately.

- (c) Upon validation of the pay complaint and upon request of the Employee, the Employer shall pay the shortfall within four (4) working days. If the Employee does not request immediate payment in their submission, all monies owed will be added to the next payroll cycle.
- (d) Should the Employer fail to comply with the time limits specified in Article 32.02 (c), the Employee shall receive an additional sum equivalent to four (4) hours of straight time pay for each calendar day that they are kept waiting after the initial five (5) working days. No penalty will be paid unless the payroll complaint document is provided to the Employer within five (5) working days of the receipt of the pay stub containing the error. In no case shall the penalty exceed five hundred dollars (\$500.00).

### **32.03 PAY STUBS**

The Employer shall provide a separate detachable itemized statement with each payment of wages or reimbursement of expenses. Such itemized statements shall show number of hours worked at straight time rates and overtime rates, the wage rate and total deductions, and the last date to which the payment applies, and in the case of expenses, the breakdown of same such as transportation allowance at the applicable rate plus any other breakdown required.

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

### **32.04 WHEN PAY CHEQUES ARE AVAILABLE**

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

### **32.05 EXPENSES**

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

### **32.06 WAGES DEPOSITED**

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

### **32.07 WHEN BANK FAILS TO HONOUR CHEQUE**

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

### **32.08 PAY WHEN EMPLOYEE CEASES TO BE EMPLOYED**

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

### **32.09 FAILURE TO MEET PAYROLL REQUIREMENTS**

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

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

### **32.10 NO EMPLOYEE LOWERED IN CLASSIFICATION OR WAGE RATE**

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

### **32.11 OVERTIME PAY**

The Employer shall, in addition to all other amounts due to an employee, pay an employee who works more than eight (8) hours in a

shift or forty (40) straight time hours in a week or a sixth (6th) day in a week or a sixth (6th) and seventh (7th) day of work in a week:

- (a) Except as provided in sub-Article (b), one and a half (1-1/2) times their regular rate for all hours worked in the sixth (6th ) day of work in a week and hours worked in excess of:
  - (i) eight (8) in a shift, and
  - (ii) forty (40) in a week but, excluding from the calculation, hours worked in excess of eight (8) in a shift, and
- (b) Double (2x) the sum of their regular rate for all hours worked in the seventh (7th) day of work in a week and in excess of:
  - (i) eleven (11) in a shift, and
  - (ii) forty-eight (48) in a week but, excluding from the calculation, hours worked in excess of eight (8) in a shift.

### **32.12 WHERE WORK WEEK CONTAINS STATUTORY HOLIDAY**

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

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

## **ARTICLE 33 - FULL OR PART-TIME STATUS**

### **33.01 FULL OR PART-TIME STATUS**

Employees awarded permanent positions that are thirty-two (32) hours per week, or greater, will be considered full-time. Employees awarded permanent positions between sixteen (16) and up to thirty-two (32) hours per week will be considered part-time, all other employees are deemed as Casual.

## **ARTICLE 34 - JOINT CONSULTATION COMMITTEE**

### **34.01 JOINT CONSULTATION COMMITTEE**

If requested by the Union, with as much reasonable notice being provided, the General Manager will be in attendance at the quarterly meetings.

- (a) A Joint Consultation Committee consisting of a Representative of the Employer, and no more than two Bargaining unit members shall be invited to meet to discuss problems of mutual concern, as may arise from time to time between the parties to this Agreement.
- (b) Matters of interpretation of the Agreement, collective bargaining or matters related to the grievance procedure or arbitration procedure can be the subject of discussion at Joint Consultation Committee meetings or to discuss any and all issues of concern with a view of addressing issues acceptable to both parties.
- (c) Additional Representatives may be invited to attend committee meetings, upon agreement of the members.
- (d) Any Union members required to attend Joint Consultation Committee meetings shall be reimbursed for all lost time wages by the party requiring such attendance.
- (e) The committee shall meet quarterly, or more often as required, and the Employer agrees to pay the cost of wages of the Union Committee. The Union Committee members eligible for this pay will not exceed two (2). So as to maximize the time spent at such meetings, the Union and Company agree to provide each other with an Agenda listing all issues of concern seventy-two (72) hours in advance of the meeting.

## **ARTICLE 35 - TRAINING**

### **35.01 TRAINING**

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

### **35.02 TRAINING VOLUNTARY**

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

### **35.03 WHEN TRAINING IS REQUIREMENT OF EMPLOYER**

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

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

## **ARTICLE 36 – PAID EDUCATION LEAVE**

### **36.01 PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
115 Gordon Baker Road  
Toronto, Ontario M2H 0A8

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for 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 37 – SOCIAL JUSTICE FUND**

### **37.01 SOCIAL JUSTICE FUND**

1. The Company and the Union agree to establish the Unifor Social Justice Fund. The purpose of this fund is to provide financial

assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

2. Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to two cents (\$.02) for each straight time hour worked. All contribution cheques shall be made out to Unifor Social Justice Fund and forwarded to:

Unifor Social Justice Fund  
115 Gordon Baker Road  
Toronto, Ontario M2H 0A8

3. 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 of Canada 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.

**SCHEDULE “A” - WAGE AND INCREMENT RATES**

**A.01 WAGE INCREASES**

Wage Rates Classification	Nov 1, 2021	Nov 1, 2022	Nov 1, 2023
Employee	\$17.50	\$17.76	\$18.03
Supervisor	\$20.50	\$20.81	\$21.12

**A.02 POTENTIAL LOSS OF WORK**

The Company and the Union acknowledge that it is in the best interest of both parties to retain clients and the positions at those client sites. The Company and the Union therefore agree that when the potential loss of a client site arises, the parties will meet to attempt to negotiate a solution to retaining the client.

**SCHEDULE “B” – COMPANY HEALTH INSURANCE AND BENEFIT PLAN**

- (a) The Employer agrees to sign up new employees on their first day of employment, into the Health and Welfare program.
- (b) The Employer will pay 100% of the cost of the premiums for the plan
- (c) The Benefit Plan documents in effect at the date of the ratification of the current Collective Agreement shall be signed by both Parties to attest to their authenticity and anchored in the Collective Agreement.
- (d) The Company will not change any of the benefits in the current Benefit Plans during the life of the CBA without the agreement of the Union.
- (e) The Company may change benefits insurance carriers at any time provided the Union is given three (3) months, or less with mutual agreement, written notice of any change in the benefit carrier and the benefit plans with any new carrier will mirror (and possibly exceed) the current benefit plan provisions and practices.
- (f) The Employer will provide the Union and each employee with a full description of the new benefit plan coverage on the date on which the coverage commences.
- (g) The calculation of the accrual of hours for benefit eligibility will be maintained by the Company
  - (i) Level 1  
An employee must maintain 360 hours in a three (3) consecutive month period (approximately 120 hours per month) to qualify for the following benefits:
  - (ii) Level 2  
An employee must maintain 240 hours in a three (3) consecutive month period (approximately 80 hours per month) to qualify for the following benefits: If an employee’s hours fall below 240 hours in a consecutive three month period, the Company will issue a shortage notice to the employee, indicating the amount required to be paid,

which, if paid by the date indicated on the Form, will allow the employee to maintain their benefits, provided that the employee is still an employee of the Company. The amount required to be paid, by the employee, in order to maintain their benefits, will be \$1.00 per hour worked, for the duration of the Collective Agreement. If the employee allows their coverage to terminate, they will have to requalify as if they were a new employee.

- (h) The Employer will continue to notify the Local Union with a copy of the record of each employee's hours as they apply to benefit eligibility.
- (i) The carrier will issue any required T-4 slips associated with the benefits.
- (j) The Employer will be responsible for the completion of all of the required administration procedures to complete the transition to the new carrier coverage including any associated costs in accordance with the above-noted date.

**LETTER OF UNDERSTANDING #1**

Between:

Allied Universal Canada

And:

Unifor Local 3000

**RE: SHOP STEWARD MEETING ATTENDANCE**

In the event a Shop Steward is required by the Company, to attend meetings, the Company will endeavor to schedule such meetings consecutively. Shop Stewards will be compensated, at their regular hourly rate of pay, for the duration of these consecutive meetings, provided the time between meetings does not exceed one (1) hour.

It is understood that the Union will endeavor to assign multiple Shop Stewards in the event meetings cannot be booked consecutively.