IN THE MATTER OF GRIEVANCES under the *Labour Relations Act, 1995* and pursuant to a collective agreement

BETWEEN:

ALLIED UNIVERSAL SECURITY SERVICES
(the "Employer")

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2
(the "Union")

Article 2.06 Grievance and Failure to Apply Collective Agreement Grievance

Before: Gail Misra, Arbitrator

Appearing for the Employer:
Sasha Segal, Counsel
Steve Danelon, Regional Vice President

Appearing for the SEIU:
Robert Logue, Legal Counsel/Business Agent
Tom Galivan, Secretary Treasurer
Alain Lajoie, Business Agent
Laxy Sauntharajan, Organizer

Appearing for the USW:
Daniel Daigle, Counsel
Amanda Hawkins, Articling Student

Hearing held on September 13, 2019 in Toronto, Ontario

Decision issued: September 23, 2019

DECISION

I. I have been appointed by the Minister of Labour pursuant to section 49 of the *Labour Relations Act, 1995*, and the collective agreement between the parties, to hear two Union grievances dated May 22, 2019.

2. The first grievance claims that the Employer has failed to apply the collective agreement to a number of new accounts acquired by Allied Universal in 2019. The second grievance claims that the Employer breached Article 2.06 by failing to discuss with the Union appropriate wage rates for new accounts. The grievances arise out of the Employer's purchase of, and amalgamation with, a security services company, Andrews International Security Services Inc. ("Andrews International"), on March 8, 2019, as a result of which the Employer acquired a number of existing accounts from Andrews International.

3. At the outset of the hearing I declared a conflict of interest to the parties regarding the United Steelworkers ("USW"), which attended the hearing as an interested party. However, since all parties in attendance indicated they took no issue in that regard, I proceeded to hear these grievances.

4. Having heard the submissions of the parties and reviewed documents presented at the hearing, I make the following findings, directions, and notes for the record:

a. The Union withdrew the Article 2.06 grievance, with prejudice.

b. Based on Article 2.01, the Recognition and Scope clause of the Collective Agreement, the Employer is required to apply the terms of the Collective Agreement to most of the new locations that it acquired as a result of its acquisition of, and amalgamation with, Andrews International on March 8, 2019.

c. Since the USW already represented the employees working at the following five locations, I note for the record the SEIU's undertaking that it would not seek a remedy in this arbitration for the application of its collective agreement to the five sites represented by the USW. This undertaking is without prejudice to the position that any party may take in any other proceeding. The five sites are as follows:

Shell Canada Limited	250 Laurier Blvd., Brockville
Apotex (Signet)	150 Signet Drive, North York
Apotex (Etobicoke)	50 Steinway Blvd., Etobicoke
Apotex (Richmond Hill)	380 Elgin Mills Rd., Richmond Hill
Adesa Kitchener	55 Waydom Dr., Ayr

d. The Employer advised the SEIU that that it never had accounts for any Farhi Holdings, Toronto sites (at 100 Dundas St., 383 Richmond St., 151 Dundas St.), and that it no longer has the accounts for the following Andrews International sites:

Allstate Canada	27 Allstate Pkwy., Markham
Shell Gas Station, Airport	5869 Airport Rd., Mississauga
Shell Gas Station, Richmond	548 Richmond St. E., Toronto
Shell Gas Station, Spadina	38 Spadina Ave., Toronto

e. With respect to all of the Andrews International acquired sites to which the SEIU Collective Agreement applies (which only exempts those sites represented by the USW as outlined above), the Employer is henceforth required to apply all the terms of the SEIU Collective Agreement.

f. More specifically, to the extent that any employees were being paid less than the wage rate in the SEIU Collective Agreement, they are to immediately be brought to the appropriate wage rate, and are to be paid retroactively all monies owing had they been paid at the appropriate wage rate as of May 24, 2019, which is the pay period commencing immediately after the filing of the Scope grievance (or as of the effective date of hire with the Employer if such date is after May 24, 2019). Any retroactive payments are to be made to the affected employees within four weeks of the date of this award. Furthermore, employees will be enrolled in the SEIU Group Benefits Plan, as per the SEIU Collective Agreement, effective November 1, 2019.

5. I remain seized to address any issues that may arise out of this award.

Dated at Toronto this 23rd day of September, 2019.

"*Gail Misra*"

Gail Misra, Arbitrator