

COLLECTIVE AGREEMENT

Between

**RENTOKIL INITIAL CANADA LIMITED
c.o.b. as Initial Security**

("the Employer")

And

UNITED STEELWORKERS OF AMERICA

("the Union")

RECEIVED
APR 3 4 2002

Expires: June 30th, 2004

opieu-343

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01** Recognizing that stable, effective operations contribute to providing quality security services to clients and that the welfare of the Employer and that of its employees depends on the welfare of the business as a whole and recognizing further that a relationship of goodwill and mutual respect between the Employer and employees can contribute greatly to the maintenance and increase of that welfare, the Parties to this contract join together in the following Agreement.
- 1.02** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of Grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.03** Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.04** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

ARTICLE 2: RECOGNITION & SCOPE

- 2.01** Rentokil Initial Canada Limited c.o.b. as Initial Security (the “Employer”) recognizes the United Steelworkers of America (the “Union”) as the exclusive bargaining agent for all employees employed by the Employer in the Province of Ontario, save and except private Investigators licensed under the Private Investigators and Security Officers Act, R.S.O. 1990, c. P-25 and employed as Private Investigators, Supervisors as defined in this Article or those above the Rank of Supervisor, dispatchers, office, clerical and sales staff, persons covered by an existing Collective Agreement, persons in bargaining units for whom any other trade union held bargaining rights as of May 1, 1994.
- 2.02** The Parties agree that “Supervisor” means mobile patrol supervisors, field supervisors and other persons who exercise managerial functions within the meaning of Section 1 (3) of the Labour Relations Act, R.S.O. 1990, c. L-2, as amended.

2.03 The Parties agree that only employees who are in the bargaining unit will perform bargaining unit work except:

- (a) as otherwise provided in this Agreement;
- (b) for the purpose of instruction; and/or
- (c) as an ancillary part of their function, security guard work only:
 - (i) at sites at which no security officer is assigned;
 - (ii) in the case of emergency, such as flood or fire or another similar reason when bargaining unit employees are not available. Emergencies shall include but will not be limited to, any open post;
 - (iii) in other circumstances for not more than three (3) consecutive hours or ending as soon as possible thereafter.

2.04 Notwithstanding articles 2.01 and 2.03, persons designated as a supervisor by the employer shall be excluded from the bargaining unit and shall be entitled to perform such bargaining unit work as is necessary, provided that:

- (a) in the case of security officer, the number of supervisors assigned to any site which is awarded after the date of ratification only (which may include a number of posts) shall be in the following proportion to the number of hours per week regularly worked at a site:

<u>Number of Hours</u>	<u>Number of Supervisors</u>
Less than and including 208	0
Between 209 and 528	1
Between 529 and 1056	2
Between 1057 and 2156	3
Between 2157 and 4356	4
Between 4357 and 6336	5
Between 6337 and 8800	6
Over 8800	
For each additional 2200 hours	add one more

- (b) any and all ratios regarding the current number of supervisors and employees who are designated as supervisors at existing sites immediately preceding the date of ratification shall be red-circled and not subject to the ratio restrictions set out in paragraph a) above.

2.05 CONTRACTING OUT

The Parties agree that the Employer shall not contract out bargaining unit work except in cases where contracting out could not result in the loss of any bargaining unit jobs nor in the loss of any hours regularly worked by employees in the bargaining unit immediately prior to the time of the contracting out.

EMPLOYEES OBLIGATIONS

- 2.06** The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties faithfully as assigned to them, impartially and without regard to union or non-union affiliation of any person at sites where the United Steelworkers of America are the official bargaining agent for any employees at that site and any future sites and in particular during a strike by the Employer's client's employees.

- 2.07** Any violation of Article 2.06 may result in discipline up to and including discharge.

SPECIAL EVENTS

- 2.08** For the purposes of this Agreement, "special events" are defined as:

- (a) contracts between the Employer and a client to provide services for a period of not more than forty-five **(45)** calendar days and may include sports, cultural, educational and commercial events, exhibitions, trade shows, fairs, and political conventions; or
- (b) contracts between the Employer and a client to provide services during a strike by a client's employees for a period of no more than six **(6)** months.

- 2.09** For special events, the Employer may designate a reasonable number of additional supervisors when necessary.

ARTICLE 3: NO STRIKES OR LOCK-OUTS

- 3.01** The Employer agrees that, during the term of this Agreement or any extension thereof, it will not cause or direct any lock-outs of its employees and the Union agrees that during the term of this Agreement or any extension thereof, it will not cause or direct any strikes, picketing, slowdown or other interruption of work or any other concerted action resulting in a slowdown of services by its members.
- 3.02** The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties during a strike by the Employer's client's employees.
- 3.03** It is understood and agreed that employees covered by this agreement shall not honour any picket lines at any location for which the Employer provides Security services. The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties and discharge them faithfully during a strike by the employees of the Employer's clients.
- 3.04** The parties agree that the employees shall faithfully discharge their duties as assigned to them, impartially and without regard to union or non-union affiliation of any person.

ARTICLE 4: RELATIONSHIP

- 4.01** The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin.
- 4.02** The Employer and Union agree to observe the provisions of the Ontario Human Rights Code, R.S.O. 1990, c. H.19, as amended and where applicable, the Canadian Human Rights Code.
- 4.03** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against, employees in their lawful right to become and remain members of the Union and to participate in its lawful activities.
- 4.04** Respectful Work Environment: The parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).

ARTICLE 5: ANTI-SEXUAL & ANTI-RACIAL HARASSMENT

5.01 The Employer and the Union shall take all reasonable steps to maintain a working environment which is free from sexual and/or racial harassment.

5.02 For the purposes of this Article, “sexual harassment” includes:

- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (d) repeated sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

5.03 For the purpose of this clause, “racial harassment” includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

5.04 Where an Arbitrator concludes that Article 5.01 has been breached, the Arbitrator may direct, among other remedies:

- (a) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
- (b) that any employee who is found to have engaged in sexual or racial harassment conduct be reassigned to another location or time of work without regard to the respondent’s seniority.

5.05 The Arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees.

EMPLOYMENT EQUITY

- 5.06** The Union and the Employer agree to work together in following the Principles of Employment Equity, that all people regardless of race, religion, sex, sexual orientation, aboriginal status or disability are entitled to equal employment opportunities.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01** The Union acknowledges that, except as modified by any other Article of this Agreement, it is the exclusive function of the Employer to manage and direct its operation and affairs in all respects.
- 6.02** Without restricting the meaning of the above paragraph, the Union recognizes the Employer's right:
- (a) to maintain order, discipline and efficiency among employees;
 - (b) to make, alter and enforce reasonable rules and regulations to be observed by employees;
 - (c) to hire, direct, classify, establish qualifications, transfer, promote, demote, assign and lay-off employees;
 - (d) to reprimand, suspend, discharge or otherwise discipline for just cause. However, in the termination of employment of a probationary employee, it is recognized that the Employer need only show that it did not act in a manner that was arbitrary, discriminatory or in bad faith; and
 - (e) without limiting the generality of the foregoing, to manage its operations, determine the kind of operations, the methods of execution, the work schedule, and to decide on expansion, cutbacks, or the termination of operations in compliance with the provisions of this Agreement.

ARTICLE 7: UNION SECURITY

- 7.01** It shall be a condition of employment that every employee become and remain a member of the Union in good standing. Every new, rehired and recalled employee must be or become a member of the Union on the date of hire, rehire or recall.

- 7.02** The Employer shall deduct from the earnings of each employee every pay day, union dues, fees and assessments in the amount certified by the Union and shall remit such deductions prior to the fifteenth (15th) day of the month following to the person designated by the International Union.
- 7.03** The remittance shall be accompanied by a statement showing the name of each employee, in alphabetical order by surname, from whom deductions have been made, Social Insurance Number (which the employees hereby consent to the disclosure of), the total amount deducted, gross earnings, the actual dues separate from the additional cents per hour deduction, and hours worked for the four **(4)** week period. Such statements shall also list the names of the employees, including Social Insurance Number (which the employees hereby consent to the disclosure of), from whom no deductions have been made, along with any forms required by the International Union. A copy of all information shall be sent to each local union in electronic format.
- 7.04** The Employer agrees to record the total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.
- 7.05** The Union agrees to indemnify and save the Company harmless against any claim *or* liability arising out of the application of this Article. Where an error results in the employee being in arrears for the amount of dues deductions, the arrears shall be debt owed by the employee to the Union. Where, however, the employee owing such a debt remains in the employ of the Company, recovery is to be made by deducting one additional deduction each two **(2)** week pay period in an amount not to exceed the established pay period deduction until arrears are recovered in full. Where an error results in the over deduction of dues, the Company shall have no liability to the Union or the employee for such an error.

ARTICLE 8: UNION REPRESENTATION

- 8.01** The Employer acknowledges the right of the Union to appoint or otherwise select stewards and other authorized union representatives for the purpose of representing employees in the handling of complaints and grievances.
- 8.02** The Employer agrees to meet with, by appointment, the Union's authorized representatives, stewards and officers to discuss and settle any current grievance or complaint.
- 8.03** The authorized Union representatives, stewards and officers shall be recognized by the Employer as the official representatives of the employees.

8.04 The Union shall inform the Employer in writing of the names of the authorized representatives, stewards and officers. The Employer shall not have to recognize the authorized representatives, stewards and officers unless this procedure has been followed.

8.05 Subject to operational requirements, stewards, authorized representatives and officers shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting will not be unreasonably withheld. It is also understood that stewards, shall not leave their post without permission to perform such duties and that such permission will not unreasonably be denied.

UNION LEAVE

8.06 Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union shall be entitled to Leave of Absence for the period during which they are performing their duties. A request **will** be made in writing to the Branch Manager with a copy to the Operations Manager at least ten (10) working days before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.

8.07 Employees taking leave of absence under this Article shall have the right at any time on giving ten (10) days of notice to return to their previous position at their previous work site or to such other position or site to which they may be entitled by reason of seniority in accordance with Article 12 of this Agreement.

8.08 Subject to operational requirements, the Employer shall grant leave to the Union's delegates or to employees designated by the Union to attend meetings and conferences of the Union under the following conditions:

- (a) that there has been a written request from the Union to this end, stating the names of the Union delegates for whom this leave was requested, the date, duration and purpose of the leave;
- (b) that such request was made at least ten (10) days in advance; and
- (c) the granting of such leave will not result in the Employer having to pay overtime. It is understood that the Employer will make reasonable attempts to cover work by non-overtime assignments and with employees who have received training for the site.
- (d) leaves of absences shall be deemed approved where the Employer has not responded to the Union within five (5) days of the submission of requests under (b) above.

- 8.09** The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee along with representatives of the Union for the purposes of negotiations.
- 8.10** The Union shall endeavour to notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) days in advance of such leave taking place.
- 8.11** Employees taking leave of absence pursuant to Articles 8.06, 8.08 or 8.09 shall be paid in accordance with Article 16.04 of this Agreement.
- 8.12** An employee who is absent under Article 8 shall continue to accumulate his/her Seniority during his/her absence.
- 8.13** The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twenty-five (25) or greater proportion thereof.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02** It is generally understood that an employee has no complaint or grievance until he/she, either directly or through the Union, has first given his/her immediate Supervisor an opportunity to adjust the complaint.
- 9.03** If, after registering the complaint with the supervisor and such complaint is not settled within five **(5)** regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

STEP ONE

The grievance shall be submitted in writing to the Site Manager or management designate either directly or through the Union. The Site Manager or management designate shall meet with the employee and the employee's Union steward within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance. The Site Manager or management designate shall within a further five (5)

working days give his/her answer on the grievance form and return it to the Union.

STEP TWO

If the decision of the site manager or management designate is not satisfactory, the grievance will be submitted to the Employer within ten (10) working days. The Employer shall, within ten (10) working days hold a meeting between employee and the Union grievance committee, not to exceed three (3) in number and the appropriate representatives of Management, in a final attempt to resolve the grievance. A Staff Representative of the Union and/or the Grievor may be present at this meeting if requested by either Party. The Employer shall within a further ten (10) working days give his/her decision in writing, on the grievance form and return it to the Union.

9.04 The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the Grievor or the Union first became aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered directory and not mandatory.

9.05 If final settlement of the Grievance is not reached at Step Two, the Grievance may be referred in writing by either Party to Arbitration as provided in Article 12 at any time within thirty (30) days after the decision is received under Step Two.

9.06 Employer grievances will be submitted directly to the servicing Staff Representative in the respective area.

9.07 All time limits in this Article may be extended by mutual agreement of the Parties.

9.08 The Union agrees that all correspondence from the Union shall be on official letterhead.

9.09 All policy and group grievances shall be submitted at Step 2 within the time limits contained in Article 9.04.

9.10 Where stewards are required to attend a grievance meeting or a meeting under article 10.03 outside of his/her regular hours of work, such time spent shall be considered time worked and the call-in provisions of this agreement shall not apply.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee that he/she has been discharged or suspended, without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Employer at Step 2 within ten (10) working days after the employee

receives notice that he/she has ceased to work for the Employer or has been notified of the suspension, as the case may be.

10.02 An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose his/her seniority.

10.03 When an employee has been suspended or discharged, he/she shall have the right to meet with his/her steward for a reasonable period of time, before leaving the work site. Where such meeting cannot take place at the work site, such meeting shall take place at the Employer's premises immediately after being disciplined.

10.04 All disciplinary notices on an employee's record shall be removed fifteen (15) months after the date on which the discipline was imposed.

10.05 An employee shall be granted access to his/her personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union representative.

10.06 The Union acknowledges that the Employer and the employee are required to comply with the Private Investigators and Security Officers Act, R.S.O. 1990.

ARTICLE 11: ARBITRATION

11.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to the Agreement.

11.02 The Arbitration procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.

11.03 When either Party refers a grievance to Arbitration, they shall propose three (3) acceptable Arbitrators. If, within five (5) working days, none of the proposed Arbitrators are acceptable to the other Party, they shall propose three (3) Arbitrators. If an acceptable Arbitrator is not agreed upon within ten (10) working days, the Parties may either submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.

11.04 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

- 11.05** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 11.06** The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.07** The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 12: SENIORITY

PURPOSE

- 12.01** (a) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in the cases of vacancy, lay-off and recall after lay-off the senior employee, as defined in this Agreement, shall be entitled to preference, in accordance with this Article.
- (b) In recognition, however, of the responsibility of the Employer for the efficient operation of the Employer, it is understood and agreed that in all cases referred to in paragraph (a) above management shall have the right to pass over any employee if it is established that the employee, after a reasonable period of on-site training if required, could not fulfil the requirements of the job or would not possess the necessary qualifications to fulfil the requirements of the job.
- 12.02** For purposes of this Agreement, the following definitions shall apply:
- (a) a “part-time employee” is one who regularly works twenty-four (24) hours per week or less, unless otherwise provided for in this Agreement;
- (b) a “full-time employee” is one who regularly works more than twenty-four (24) hours per week;
- (c) a “floater” is an employee who is not assigned to a posted job and who must be available to:
- (i) replace employees who are absent;
 - (ii) **work** special events as defined herein;
 - (iii) temporarily fill vacancies pending posting procedures

- (d) in sub-paragraphs (a) and (b) above, the number of hours which an employee "regularly works" shall be the average number of hours worked in the previous thirteen (13) week period, which period shall not include weeks not worked due to sickness or an approved leave of absence. Employees identified above shall acquire seniority as provided in section 12.05 of this article.

ENTITLEMENT TO SENIORITY

12.03 An employee who is not a probationary employee shall have seniority.

PROBATIONARY EMPLOYEES

12.04 An employee shall be considered as a probationary employee until he/she has attained seniority status by being employed a total of ninety (90) calendar days.

SENIORITY

12.05 (a) Seniority is the total of:

- (i) length of continuous service since the last date of hire for full-time employment with the Employer, and measured in years, weeks and days; and
- (ii) 50% of the length of continuous service worked since the last date of hire for part-time and floater employees of the Employer, as expressed in years, weeks and days, as applicable,

provided that there were no breaks in service between periods described in (1) and (2) respectively.

- (b) In the event that records are unavailable to determine the hours worked by part-time employees prior to the coming into force of this agreement, the affected employees will be credited with fifty percent (50%) of their continuous service since last date of hire with the Employer, measured in years, weeks and days.
- (c) Seniority shall be acquired once the employee has attained seniority status in accordance with article 12.03 and it shall be retroactive to his/her first day of work.

12.06 Where the Employer is awarded a contract for the performance of security guard services at a site where, immediately prior to such award, individuals were performing substantial similar security guard services ("the incumbent employees") and the incumbent employees are unionized with the Union, the employees working at that site (including any employees on leave of absence) will be offered

employment and upon acceptance of such offer will be deemed hired and, consequently, the Employer shall become the successor employer, unless one of the following situations occurs:

- (a) the incumbent employee's job duties were not primarily at that site during the 13 weeks before the Employer takes over;
- (b) the incumbent employee is temporarily away and his/her duties were not primarily at that site during the last 13 weeks when he/she worked;
- (c) the incumbent employee has not worked at that site for at least 13 of 26 weeks before the Employer takes over the contract. The 26 week period is extended by any period where services were temporarily suspended or where the employee was on a pregnancy/parental leave pursuant to the provisions of the Employment Standards Act, R.S.O. 1990, C.E. 14, as amended from time to time.

12.07 Where the incumbent employees are not unionized with the Union, the employees shall not be deemed hired and will only fall under the provisions of the collective agreement when such employees are hired by the Employer.

12.08 In the event that the Employer acquires a site either through acquisition of a company or through entering into a client contract, an employee working at that site and hired by the Employer shall be credited with:

- (i) seniority acquired during continuous service directly with the previous employer; or
- (ii) where subparagraph (i) results in a seniority date more recent than June 4, 1992, and where the employee has continuously worked at the site for any previous employer since June 4, 1992 or before, then the employee shall be credited with seniority commencing June 4, 1992.

12.09 For the purpose of determining seniority for employees hired on the same day, seniority shall be based on the date of application. In the event of employees hired on the same date and whose application date is the same, there will be a coin toss between employees to determine greater seniority.

PREFERENTIAL SENIORITY

12.10 (a) "Union officers" shall include: President, Chairpersons, Vice-president, Recording Secretary, Treasurer, Financial Secretary, Certified Health and Safety Representatives, Workplace Safety and Insurance Board Representatives and Stewards.

- (b) In the event of lay-offs, Union officers shall be deemed to have the greatest seniority.

LOSS OF SENIORITY

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

- (a) if the employee voluntarily quits;
- (b) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) if the employee is laid off and fails to return to work within five (5) working days after he/she has been notified to do so by the Employer by registered mail to his/her last known address (a copy of such notice shall be sent to the Union) or by personal contact by the Dispatch Department;
- (d) if the employee has been on lay-off for lack of work for a period of more than twelve (12) consecutive months;
- (e) in the case of floaters or part-time employees as defined in this Agreement, if the employee has not worked one (1) shift in a period of two (2) or more consecutive months;
- (f) absence from work for three (3) or more working days without notice and without reasonable excuse;
- (g) notwithstanding 12.13, any absence of more than twenty-four (24) months, where there is no reasonable likelihood of return to work;
- (h) if an employee uses a leave of absence for reasons other than that for which the leave was granted; and
- (i) 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.

12.12 Seniority shall be maintained and accumulated until it is lost under Article 12.11 above.

12.13 For purposes of this Agreement, the absences provided by the Agreement, or otherwise authorized by the Employer, shall not constitute an interruption of service.

SENIORITY LISTS AND EMPLOYEE LISTS

12.14 (a) For purposes of this Agreement:

- (i) a “seniority list“ is a list including employee name, amount of seniority measured in accordance with this Agreement, full-time or part-time status or floater status, and where applicable, current site; and
- (ii) an “employee list” is a list which, in addition to the information contained on a Seniority List, includes for each employee: address, postal code, home telephone number, including area code, Social Insurance Number, and classification where such exists. It is the employee’s responsibility to inform, in writing, the Employer and the Union of his/her address, postal code, home telephone number including area code, and Social Insurance Number. An employee list will be submitted in alphabetical order by surname.

(b) All seniority lists and Employee lists shall be updated February 1, May 1, August 1 and November 1 of each year, by the Employer and each updated list promptly shall be:

- (i) sent by mail to the Union Officers or representatives as designated by the Union;
- (ii) Only Seniority Lists be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and
- (iii) made available to a Union representative at any time after making an appointment with the Employer.

(c) All seniority and employee lists shall be submitted in electronic format (where possible) in addition to regular scanable hard copy. In addition, the Employer shall provide the Union with monthly lists of **newly** hired and terminated employees.

12.15 The Seniority list may be corrected at any time upon the written request of an employee, addressed to the Employer and the Union. If the Employer and Union agree to correct the seniority lists, or if through an Arbitration award the seniority lists are corrected at an employee’s request, the correction shall be effective only from the date of the Agreement or the Arbitration award.

LAYOFF

- 12.16** (a) Whenever a reduction in workforce is necessary, the Employer shall first determine the site, classification and number of positions to be affected. The Employer shall then issue notice of lay-off to the employees in the affected classifications with the least site seniority, hereinafter referred to as the “surplus employee”.
- (b) All displacement rights under this Agreement are subject to the condition that the employee exercising those rights can fulfil the requirements of the job into which he/she seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.
- (c) Where an employee has been declared surplus under paragraph (a), the Employer shall: identify three (3) existing vacancies for the surplus employee to fill which:
- (i) are within the same branch(or municipality if the branch is so sub-divided) as the surplus employee;
 - (ii) at which the regular hourly wage rate, prior to the accrual of any applicable merit increases, are the same as, or closest to, that of the surplus employee; and
 - (iii) at which the number of regular hours of work per week are the same as, or close to, that of the surplus employee.

Where the Employer has identified three (3) vacancies, the surplus employee may choose between those vacancies. Where only two (2) vacancies exist in an employee's branch (or municipality if the branch is so sub-divided) the Employer shall also identify one (1) employee in accordance with paragraph (d) and the employee may choose to accept one of the two vacancies or to displace the employee identified by the Employer in accordance with paragraph (d). Where only one (1) vacancy exists in an employee's branch (or municipality if the branch is so sub-divided) the Employer shall also identify two (2) employees in accordance with paragraph (d) and the employee may choose to accept the vacancy or to displace one of the two employees identified by the Employer in accordance with paragraph (d).

- (d) Where an employee has been declared surplus under paragraph (a) and the Employer is unable to identify at least one ⁽¹⁾ vacancy meeting the requirements of paragraph (c), the Employer shall, for the purpose of allowing the surplus employee to exercise his/her seniority rights, identify the three (3) employees with the least general seniority:

- (i) whose branch (or municipality if the branch is so sub-divided) is the same as the surplus employee;
 - (ii) whose regular hourly wage rate, prior to the accrual of any applicable merit increase, are the same as, or closest to that of the surplus employee; and
 - (iii) whose number of regular hours of work per week are the same as, or close to, that of the surplus employee.
- (e) An employee displaced as a result of the exercise of rights under paragraph (d) by a surplus employee shall be laid off.
- (f) When lay-off(s) occur, the Union steward(s) shall be deemed to have the greatest site seniority.

NOTICE OF LAY-OFF

- 12.17** (a) An employee who has finished his/her probationary period shall be given notice in advance of the date of lay-off for pay in lieu thereof.
- (b) Whenever practicable, notice shall be one (1) week for employees with less than two (2) years continuous service and two (2) weeks for employees with two (2) or more years of continuous service.
- (c) Notice of lay-off shall be hand delivered to the affected employee (with a copy to the Local Union office) unless such employee is not at work when notice is to be given in which case notice shall be delivered by registered mail. However, the parties agree that in some locations, due to geographic distances, hand delivery of such notice will not be practicable. In those locations, notice of lay-off will be sent by registered mail.

VACANT OR NEWLY CREATED POSITIONS

Definition

- 12.18** (a) For the purpose of this Agreement, a vacancy shall be defined as a bargaining unit job which has not been posted and filled in accordance with this Article, including but not restricted to vacancies due to promotion and demotion. A special event as defined in this agreement shall not be considered a vacant job.

Notice of Vacancies

- (b) All vacancies or newly created positions (other than special events) will be posted (in locations agreed to by the Parties) immediately upon the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy. In addition to the above, each district office of the Employer shall immediately provide faxed postings to the respective local union offices so that employees wishing to contact the local union at its toll free telephone number may do so. In so doing, the Employer shall not be responsible for any information being conveyed to employees by the Union with respect to said postings. Employees are encouraged to contact the Employer directly with their requests.

Posting of Vacancies

- (c) Employees desiring consideration in the filling of a vacancy shall signify their desire by:
 - (i) attending at the office of the Employer and signing a posting book maintained by the Employer for this purpose; or
 - (ii) by sending a letter to the Employer by registered mail or facsimile. To be effective, the letter must be received before the expiry of the posting period.

Method of Filling Vacancies

- (d) The job vacancy shall be filled in accordance with the provisions of Article 12.01.

Sickness or Accident

- (e) An employee's job shall not be considered vacant if the employee is absent from work because of sickness, accident or leave of absence and in such cases, the Employer will fill the open post at its sole discretion during the period of absence.

Notice of Successful Applicant

- (f) The Employer shall post (in locations agreed to by the parties) the name of the successful applicant not later than ten (10) working days following expiration of the posting period with a copy to the local union.
- (g) It is agreed that the successful applicant for a permanent job posting shall not be permitted to reapply for another job for a period of six (6) months.

- (h) The job posting procedures provided for herein shall apply only to the original vacancy.
- (i) The Employer may fill vacancies created following the exhaustion of the above provisions by transferring an employee to the vacancy but only with the consent of such employee. However, where no employee consents to such transfer the Employer shall have the right to assign the employee with the least seniority who works at a site within a forty (40) kilometre radius of the vacancy. No employee shall suffer a loss of pay as a result of such a transfer.

Preferred Call-In List

- (j) Full-time employees who work less than forty (40) hours a week shall, at their request, have their names included on a preferred call-in list which the Employer shall maintain with a view to providing such employees with the opportunity to attain a forty (40) hour working week. The Employer shall make reasonable efforts to allocate non-assigned work to employees on the preferred call-in list when non-assigned work is to be scheduled.

REMOVAL FROM SITE

12.19 On the written request of a Client, the Employer may immediately remove or refuse an employee from work at a site provided that:

- (a) the Employer assigns the employee to the geographically nearest site which has a vacancy provided the employee has access to public transportation or has access to other suitable transportation.
- (b) the employee suffers no loss of pay subject to the employee, who awaits an assignment under paragraph (a) above, calling the Employer during the days he/she would have regularly been scheduled to work had he/she not been removed from site, to request and accept casual hours; and
- (c) the employee reserves the right to file and process a grievance alleging discipline without just cause in accordance with the relevant provisions of this Agreement.

It is agreed and understood that removal from site is a disciplinary penalty permissible only where there is just cause for such penalty.

TURNOVER CLAUSES

12.20 The Parties agree that the provisions of this Article shall not apply to the extent that such application would result in the Employer being subject to a contractual penalty

or to contractual termination due to the operation of a turnover clause in a contract with a Client. It is understood that the Employer shall not actively seek to obtain contractual terms which include turnover clauses with the purpose of defeating or restricting the application of this Agreement.

ARTICLE 13: NEW OR CHANGED JOBS

- 13.01** The Employer agrees to advise the Union of the rate of pay for any new or changed job which does not fall within an existing classification, prior to implementing such change. The Union shall have the right to Grieve whether or not the rate is proper based on its relationship to related or similar jobs.

ARTICLE 14: HOURS OF WORK AND OVERTIME

- 14.01** The standard hours of work for which each employee shall receive his/her basic hourly rate shall be forty-four (44) working hours in a one (1) week period.

Where an employee works hours outside of his regularly scheduled hours of work at the request of the Employer, the Employer agrees not to alter an employee's regularly scheduled hours of work, unless mutually agreed upon between the Employer and the employee.

- 14.02** Nothing in this Article shall be construed to mean a guarantee of hours or work per day or per week.

- 14.03** For the purpose of this article, a day shall commence at 12:01 a.m. and shall end at 12:00 midnight. A week shall commence at 00h01 Sunday and shall end at 24h00 Saturday. The normal pay for employees shall be bi-weekly and paid on a Thursday by direct-deposit at no charge to the employee. In the event a pay day falls on a statutory holiday, the pay will be deposited on the business day immediately preceding the holiday subject to the Employer having a bank account at a major Canadian financial institution.

OVERTIME

- 14.04** Hours worked by an employee in excess of forty-four (44) hours in a week shall be paid at a rate of one and one-half (1 1/2) times the employee's regular hourly wage. All hours worked in excess of twelve (12) hours shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly wage. All employees will be entitled to ten (10) hours rest between shifts. Where an employee works hours outside of his regularly scheduled hours of work at the request of the Employer, the

Employer agrees not to alter an employee's regularly scheduled hours of work, unless mutually agreed upon between the Employer and the employee.

14.05 Overtime shall be worked on a voluntary basis except :

- (i) in an emergency beyond the control of the Employer;
- (ii) if the Employer's client requests emergency overtime; or
- (iii) if the employee's replacement on the following shift does not report for work.

In all such cases of (i), (ii) and (iii) the Employer will attempt to ensure that the employee will not be required to stay after the employee's normal shift. However, the employee shall not leave his or her post until a replacement is found.

14.06 Where;

- (a) an employee is required to stay at the employee's post because the employee's replacement does not report for work; and
- (b) the Employer has been given more than eight (8) hours notice for an eight (8) hour shift, or more than twelve (12) hours notice for a twelve (12) hour shift, that the replacement will not be reporting for work to replace the employee.

the employee will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all hours worked after the employee's regular shift. There shall be no pyramiding of overtime pay rates and holiday pay rates.

14.07 It is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the relevant work and who normally work at the relevant site.

14.08 There shall be no pyramiding of overtime pay rate and Holiday pay rates.

TEMPORARY TRANSFERS

14.09 When an employee is temporarily transferred to a job, the transferred employee shall be paid the rate of pay for the job to which he/she has been transferred or the rate of pay he/she receives in his/her regular job, whichever is greater.

CALL-IN PAY

- 14.10** Any employee who reports to the workplace at the express request of his/her Employer or in the normal course of his/her employment and who does not have available work, or who works less than four (4) consecutive hours shall be entitled each time to an allowance equal to four (4) hours of his/her actual salary, unless the increase for overtime hours provides him/her with a higher amount.
- 14.11** Whenever the Employer has to grant an employee a training period on the work premises, the employee shall be paid as if he/she were at work. For newly hired employees, the Employer may pay, for a training period of no more than ten(10) working days, the minimum wage rate pursuant to the Employment Standards Act.
- 14.12** Insofar as possible, the Employer shall strive to grant changes in shifts 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 three (3) days in advance;
 - (b) the two (2) working shifts must be scheduled within the same work week;
 - (c) the change in shift does not lead to the payment of overtime;
 - (d) the change in shift does not hinder operations (for example, the employees are trained for the site); 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.
- 14.13** Any errors or omissions in the pay of an employee amounting to less than \$25.00 shall be corrected on the next payday. Any errors or omissions in the pay of an employee amounting to more than \$25.00 shall be paid by manual cheque within the next three (3) business days of the company being made aware of the error or omission by the employee.

PAYMENT FOR INJURED EMPLOYEES

- 14.14** In the event that an employee is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid for wages for the remainder of his/her shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the site and/or to his/her home as necessary.

SICK LEAVE

- 14.15** (i) The Employer shall pay three (3) paid sick days per employee per collective agreement year payable after the seventh (7th) consecutive day of illness, subject to the Employer obtaining a medical certificate and proof of filing for a claim for unemployment insurance. This paragraph shall cease to be of any force or effect on June 30, 2002, at which time sick leave benefits will be provided in accordance with paragraph (ii) of this Article.
- (ii) Each full-time employee who has completed two (2) years of service as of July 1, 2002 is entitled to three (3) days sick leave per calendar year and as of July 1, 2003 is entitled to four (4) days sick leave per calendar year. Each sick day shall be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay. Each full-time employee with five (5) or more years of service as of July 1, 2003 shall be entitled to five (5) days sick leave per calendar year in accordance with the above.
- 14.16** The employee shall be required to supply a medical certificate substantiating any accident or illness. All medical certificates, examinations, tests or evaluations requested by the Employer shall be paid by the Employer and shall be kept confidential by the Employer.

ARTICLE 13: VACATION WITH PAY

- 15.01** (a) Employees having less than one (1) year of continuous service shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, R.S.O. 1990, c. E.14, as amended.
- (b) An employee with more than twelve (12) months of continuous service with the Employer shall be entitled to two (2) weeks vacation at four percent (4%) of his/her gross earnings.

- (c) An employee with five (5) years or more of continuous service with the Employer shall be entitled to three (3) weeks vacation at six percent (6%) of his/her gross earnings.
 - (d) An employee with ten (10) years or more of continuous service shall be entitled to four (4) weeks vacation at eight percent (8%) of his/her gross earnings.
- 15.02** An employee who is hospitalized because of sickness or accident while on 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.
- 15.03** Vacations shall not be accumulated or waived but must be taken within ten (10) months following the end of the twelve month period during which the vacation was earned.
- 15.04** An employee who leaves the service of the Employer shall be given the vacation pay to which he/she was entitled at the time he/she left the service of the Employer.
- 15.05** Requests for vacation time shall be made in writing at least six (6) weeks in advance of the start of vacation. Provided such notice is given, vacation pay shall be paid on the pay day immediately preceding the start of the employee's vacation.
- 15.06** Where two 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.
- 15.07** "Gross earnings" as referred to herein shall mean previous years T-4 earnings less previous year's vacation pay and taxable benefits.

ARTICLE 16: LEAVE OF ABSENCE

- 16.01** Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding forty (40) days to an employee provided that:
- (a) the employee files a request for a leave of absence at least thirty (30) 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.

- 16.02** A leave of absence shall be extended for an additional forty (40) day period if the Employer and Union agree. The employee must request the extension in writing prior to the expiration of their forty (40) days leave.
- 16.03** 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.
- 16.04** The President or Chairperson of the Union will be notified by the Employer of all leaves granted under this Article.
- 16.05** The Employer agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly statement. Such leave of absence shall be authorized in writing by the Union.
- 16.06** In cases of pregnancy, employees shall be granted leave of absence without pay for a period of up to fifty-two (52) weeks, inclusive of pregnancy and parental leaves pursuant to the Employment Standards Act, commencing no earlier than seventeen (17) weeks prior to the expected birth date. The Employer agrees that it will extend such period of leave, before and/or after delivery, upon receipt of medical evidence supporting the need for such additional leave.
- 16.07** An employee, with two (2) weeks written notice, will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such leave will be without pay and that the Employer may request written proof prior to granting such leave.

ARTICLE 17: JURY AND WITNESS DUTY

- 17.01** An employee shall be granted a leave of absence with pay at his/her regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty or as a witness subpoenaed by the Crown. The employee shall reimburse the Employer to the full amount of jury pay or witness fees excluding the expense allowance received by him/her.
- 17.02** If an employee is excused from jury or witness duty for one (1) or more scheduled work days due to court adjournment or other reasons, the employee must report or work on his/her regularly scheduled shift. The Employer agrees that time spent by an employee to attend court on their day off, arising from the performance of their duties shall be considered time worked.

ARTICLE 18: PAID HOLIDAYS

18.01 The Employer will observe the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday
Labour Day	Remembrance Day (effective 2003)

18.02 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

18.03 An employee is not eligible for holiday pay if the employee has failed to work his/her last scheduled regular day of work preceding or his/her first scheduled regular day of work following the relevant holiday, unless the employee failed to do so because of illness or accident, leave of absence, or lay-off and has not worked in the five (5) calendar days preceding the relevant holiday. In addition to the above, an employee is not eligible for holiday pay if the employee has not earned wages on at least twelve (12) days during the four work weeks immediately preceding a public holiday or if the employee is scheduled to work on the holiday and without reasonable cause, fails to report for and perform the work. The employer shall not purposely replace permanently assigned employees with floaters on scheduled holidays for the sole purpose of avoiding its holiday pay obligations under this article.

18.04 Probationers within the meaning of this Agreement are not eligible for holiday pay under this Article.

18.05 When any of the holidays are observed during an employee's scheduled vacation period, he/she shall receive holiday pay as provided in Article 18.03 above and shall be granted an additional day off.

18.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid one and one half (1 1/2) times his/her regular hourly rate in addition to holiday pay as provided in article 18.03.

Accommodation for Religious Minorities

18.07 Members of religious minority groups shall have the right to absent themselves from working on their religious holidays without pay. The employee must advise the Company, in writing, of the specific religious holidays for the 12 month period in advance.

ARTICLE 19: BEREAVEMENT PAY

- 19.01** The Employer agrees that in the event of a death in the immediate family, an employee will be granted three (3) days of leave with pay.
- 19.02** In Article 19.01, immediate family is deemed to mean spouse (which includes same sex partner where they have been co-habiting a minimum of **six** (6) months), child and stepchild, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.
- 19.03** The Employer agrees that in the event of the death of a grandchild, brother-in-law or sister-in-law, an employee will be granted two (2) days leave with pay.
- 19.04** In the event that travel, due to reasons described in articles 19.01, or 19.03, is required beyond a distance of four hundred and eighty (480) kilometers, the Employer will grant two (2) extra days of leave without pay.
- 19.05** In the event that leave pursuant to this Article falls within previously scheduled vacation, any unused vacation time shall be taken at a time mutually agreed upon by the Employer and the employee.

ARTICLE 20: FRINGE BENEFITS

- 20.01** The Employer shall provide at no cost to each employee, a uniform which includes:
- (1) one blazer (where required);
 - (2) two pairs of pants; such pants shall be of wash and wear quality;
 - (3) two clip-on ties;
 - (4) one belt (where required);
 - (5) three shirts for full-time employees and two shirts for part-time employees;
 - (6) One sweater (where required);
 - (7) One hat (where required);
 - (8) One bullet-proof vest (where required); and

- (9) Safety vest (where required).

All uniforms shall be replaced on an “as needed” basis. The Employer agrees to pay the cost of all reasonable tailoring and alterations.

Where an employee is terminated, he/she shall be required to return all equipment and uniform items to the Employer within seven (7) days of their termination date, failing which the Employer shall be permitted to deduct the cost of the unreturned items from the employee’s final pay cheque.

20.02 Where required, the Employer shall provide the equivalent feminine clothing for females, including appropriate maternity clothing.

20.03 **At** any site where an employee is routinely exposed to the elements (i.e. rain, cold, etc.), the Employer shall provide parkas and raincoats.

20.04 Where safety boots or safety shoes are required due to client requirements or as established by the joint health and safety committee, the Employer will annually reimburse employees for the purchase of safety boots or safety shoes on the next payday from the date of submission of receipt of such purchase up to an amount of \$80.00.

20.05 The Employer shall reimburse each employee (including deemed hired employee pursuant to article 12.06) for all costs in excess of \$15.00 per year for renewing required licenses under the Private Investigators and Security Officers Act, R.S.O. 1990, c.P.25, as amended, including the cost of photos. New hires excluding deemed hired are required to assume their licensing costs.

20.06 Effective the coming into force of this agreement, the Employer shall contribute one (\$0.01) cent per hour for all hours worked by employees to a Steelworker’s Security Officer’s Education Fund.

20.07 Remittances in accordance with article 20.06:

- (a) shall be made no later than the fifteenth of the month following the month during which the earnings occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of) and

hours earned, of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the names of the employees, including Social Insurance Number (which the employees hereby consent to the disclosure of), from whom no deductions have been made, along with any forms required by the Steelworker's Security Officer's Education Fund.

ARTICLE 21: LEGAL PROTECTION

- 21.01** An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the attempted performance in good faith of his/her duties, shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defence of such charges.
- 21.02** Notwithstanding Article 21.01, the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 21.01 where the Court, instead of convicting the accused, grants him/her an absolute discharge.
- 21.03** Notwithstanding Article 21.01, the Employer may refuse payment otherwise required by Article 21.01 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his/her powers as a security guard.
- 21.04** Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such an action.
- 21.05** The choice of legal counsel shall be mutually agreed to by the Employee and the Employer. Notwithstanding the above, should mutual agreement not be reached, the Employer's choice of legal counsel shall prevail.
- 21.06** For greater clarity, employees shall not be indemnified for legal costs arising from:
- (a) grievances or complaints arising under this Agreement; or
 - (b) actions or omissions of members acting in their capacity as private citizens.

ARTICLE 22: HUMANITY FUND

- 22.01** The Employer agrees to deduct the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours earned.
- 22.02** The total amount deducted pursuant to Article 22.01 shall be remitted to the Steelworker's Humanity Fund at United Steelworkers of America, 234 Eglinton Ave. E., Toronto, Ontario, M4P 1K7.
- 22.03** Remittances pursuant to Article 22.02 shall be made at the same times as Union dues are remitted in accordance with Article 7 of this Agreement.
- 22.04** When remittances are made pursuant to Article 22.02, the Employer shall advise in writing both the Union and the Humanity Fund that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf of such payment has been made, Social Insurance Number (which the employees hereby consent to the disclosure **of**) and hours earned. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure **of**) of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Humanity Fund.
- 22.05** The Employer shall bear no liability for any errors made in deductions.
- 22.06** The Employer agrees to record all contributions on each employee's T-4 slip.

ARTICLE 23: BULLETIN BOARDS

- 23.01** The Employer agrees to provide bulletin board space, on Employer premises, in areas accessible to employees for the purpose of posting meeting notices and official Union information. Union notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 24: NOTICE OF CLIENT CONTRACTS

- 24.01** Within ten (10) days of the execution of a contract for services between the Employer and a client, the Employer shall advise a Union officer, to be identified by the Union, of:
- (a) the address of the site(s) at which services will be provided;

- (b) the number and classification(s) of employees regularly assigned to such site(s) at the time of commencement of services;
- (c) the date(s) upon which services to such site(s) will commence;
- (d) the term of such client contract;
- (e) the names, addresses, phone numbers, wage rates and whether the employee has any additional compensation at the time of commencement of services; and
- (f) the parties agree that the Employer may request a pre-assignment physical (not including drug or alcohol testing) provided that it is a requirement of a client contract and that such contractual provisions shall be demonstrated to the Union. Such physicals shall be conducted by the employee's family physician and shall be at the Employer's expense. Such medical information will not be used for any purpose other than for the purposes set out in this article.

24.02 Within ten (10) days of the termination or failure to renew an existing contract for services between the Employer and a client, the Employer shall advise a Union officer, to be identified by the Union, of:

- (a) the site(s) or contract(s) affected;
- (b) the date upon which services to those site(s) or contracts will cease; and
- (c) the names of employees regularly assigned to the affected site(s) or contract(s).

24.03 The Employer shall provide to the Union information described in article 24.01 as at December 31 of each year by no later than February 1 of the following year.

ARTICLE 25: RATES OF PAY

25.01 In this Article,

- (a) "client contract" means a contract between the Employer and a client for the provision of services to the client;
- (b) "regular hourly bill rate" means the entire straight time hourly charge rate payable by the client (excluding the Federal Goods and Services Tax payable) pursuant to a client contract for services provided at a site by bargaining unit employees at that site;

- (c) "basic wage rate" means an hourly rate which is sixty-seven percent (**67%**) of the regular hourly bill rate provided that the minimum basic wage rate paid under this Agreement shall be no less than the rate described in Article 25.02 below;
- (d) "non-USWA site" shall mean those sites in respect of which the Employer commences to provide security services (after the effective date of this Agreement) where, prior to the Employer's so doing, security services were provided by another employer, whose security guard employees were not unionized with the Union;
- (e) "USWA site" shall mean:
 - (i) all sites at which the Employer provides security services on the effective date of this Agreement so long as the Employer provides security services at such site; and
 - (ii) all sites in respect of which the Employer commences to provide security services after the effective date of this Agreement where, prior to the Employer so doing, security services were provided **by** another employer, whose security guard employees were unionized with the Union.
- (f) "actual wage rate" means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with the Agreement.

25.02 The minimum basic wage rate shall be:

- (a) for the purposes of non-USWA sites, minimum wage under the Employment Standards Act, R. S.O. 1990, c. E.14, as amended from time to time; or
- (b) for the purposes of USWA sites:

	<u>Greater Toronto area</u>	<u>All other locations</u>
Effective the 1 st day of the payroll Week following July 1, 2001	\$8.00 per hr	\$7.20 per hr
Effective the 1 st day of the payroll Week following July 1, 2002	\$8.15 per hr	\$7.35 per hr
Effective the 1 st day of the payroll Week following July 1, 2003	\$8.30 per hr	\$7.50 per hr

(for clarity: the Greater Toronto area is defined to include the Cities of Toronto, Markham, Vaughan, Mississauga and Brampton).

Notwithstanding anything to the contrary herein; floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer's right to increase the actual wage rate paid to the floater on a contract by contract or site by site basis in accordance with the Employer's rights contained in article 25.03 (client dictated wages). Floaters' actual wage rates however, shall only be subject to the increases provided in this article 25.02.

- 25.03** Notwithstanding the provisions of articles 25.05, 25.06, or 25.07 and subject to the provisions of article 25.13 in the event that a client contract provides for wage rates greater than the basic or minimum wage rates, the wage rates payable by the Employer shall be the wage rates set out in the client contract.
- 25.04** Where the Employer enters into a client contract with a client for whom security services have not previously been provided, the actual wage rate shall be the basic wage rate.
- 25.05** Where the Employer enters into a client contract for the provision of security services at a non-USWA site, the actual wage rate for all employees shall be the minimum basic wage rate as set out in article 25.02 unless a greater amount is required to be paid by the Employer pursuant to the provision of the Employment Standards Act, R.S.O. 1990, c. E.14, as amended from time to time, in regulations thereunder. In addition, during the first year in which the Employer acquires a non-USWA site, the Employer may refrain from providing benefits pursuant to article 26 to all employees working at the site; thereafter all employees assigned to the site will be entitled to benefits in accordance with article 26.
- 25.06** Where the Employer enters into a client contract with a client for whom security services had previously been provided such that the Employer becomes the successor employer, and that the employees working at that site are unionized with the USWA, the Employer will agree to offer such employees wages and benefits which shall be no less than what the employees were receiving at that site immediately prior to the Employer becoming the successor employer.
- 25.07** With respect to a client contract in force at the time of the coming into force of this agreement the actual wage of employees on site (prior to the renewal/renegotiation) shall not change as a result of the renewal and/or renegotiation of the client contract except insofar as the actual wage is increased by the operation of this article.
- 25.08** Except where their wages are established under articles 25.02 (minimum basic wage) or 25.03 (client-dictated rate), the wage rates paid to individual security guards, at work on the effective date of the increase, shall be increased by the following amounts:

(a) for security officers:

- effective the 1st payroll commencing after July 1, 2001, \$0.05 per hour
- effective the 1st payroll commencing after July 1, 2002, \$0.15 per hour
- effective the 1st payroll commencing after July 1, 2003, \$0.15 per hour

Such increases will only apply to individual employees' actual wage rates subject to such employees being employed prior to the scheduled date of the increase. The minimum basic wage rate is not subject to any increase by operation of this Article 25.08 and will be the rate posted for job vacancies subject to the circumstances provided for under Articles 25.03 (client-dictated rate), 25.10 and 25.12. Notwithstanding the scheduled increases referred to herein, where the Employer is awarded a contract and commences work at the contract (be it a USWA or non-USWA site) and where employees have received an increase from his/her predecessor employer within the last six (6) months prior to the commencement of the Employer contract, the incumbent employee will not be eligible for the next scheduled wage increase. Thereafter, all wage increases shall apply.

Patrol Rates shall be as follows:

	<u>Hamilton</u>	<u>Greater Toronto area</u>
Hire rate	\$7.50	\$8.50
After probation	\$8.00	\$9.00
After 12 months	\$8.50	\$9.50

In addition to the above mentioned rates the employees working in patrol shall receive the wage increases as outlined in this article.

25.09 Notwithstanding article 25.08, where a vacancy exists, it will be posted and filled at the actual wage rate last paid to the employee who vacated the position (prior to the use of a "floater" employee) and other than an employee who has been given the position after being removed from another site at a Client Request or an employee who holds the position as a result of an accommodation) unless such wage is dictated pursuant to article 25.04. Where a vacancy is not filled internally in accordance with article 12, the Employer may hire a new employee who shall be paid in accordance with article 25.02 subject to the circumstances provided for under 25.12.

25.10 In the event that a client contract provides for wage increases which exceed those increases set out in Article 25.08, the wage increases in the client contract shall

prevail and the increases provided by Article 25.08 shall not apply. The calendar year shall be used as a reference period for the purposes of comparing wage increases provided in a client contract to those provided for in the article 25.08.

25.11 Where it becomes necessary to increase a wage set out in this agreement for recruitment purposes, the Employer may do so with mutual agreement of the parties.

25.12 Classifications:

The following classifications shall be paid at the following wage rates:

- (a) Security Officers shall be paid in accordance with Articles 25.01 to 25.11 inclusive.
- (b) Lead Hands shall be paid the greater of:
 - (i) a regular hourly rate which is twenty-five (25) cents an hour greater than the highest paid security office at the site to which that Lead Hand is assigned; or
 - (ii) in accordance with articles 25.01 to 25.11 inclusive.

25.13 Verification:

In order to verify regular hourly bill rates for the purpose of enforcing the terms of this article, the parties agree that, no less often than quarterly unless otherwise agreed to by the parties, one of the following will occur:

- (a) an ad hoc committee consisting of two representatives of each party shall meet. Union members of the committee shall be permitted to review (but not to take copies of) any or all client contracts in order to determine and verify regular hourly bill rates in addition to individual wage rates being paid to employees working at the site to which the client contracts apply.

This paragraph will only apply for the purposes of article 25.01 (c).

25.14 The Employer and the Union acknowledge that it is in the best interests of both parties to retain clients and the positions at those client sites. The Employer 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.

VEHICLE AND TRANSPORTATION PREMIUMS

25.15 Where the Employer requires an employee to use his/her personal vehicle as shelter, the employee will receive a premium of \$1.00 per hour in addition to his/her actual

wage rate. Where the Employer mandates an employee to work extended or additional shifts and no transportation is available, the Employer will provide transportation to and from the site as needed.

ARTICLE 26: BENEFITS

26.01 Subject to the provisions of article 25.05 and article 26.02, effective the first payroll week following July 1, 2001, the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of \$0.59 per each hour an employee has worked. Effective the first payroll week following July 1, 2002, the Employer shall remit a total of \$0.63 per each hour an employee has worked. Effective the first payroll week following July 1, 2003, the Employer shall remit a total of \$0.66 per each hour an employee has worked.

26.02 Remittances in accordance with article 26:

- (a) shall be received by the person set forth in article 26.02 (b) no later than the fifteenth of the month following the month during which the earnings occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of), hours earned, date of severance of employment, date of death and gender of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statement shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of) of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusteed Benefit Plan.

26.03 Where an employee in receipt of benefits from the Workplace Safety and Insurance Board, is granted a leave of absence for either maternity or parental leave purposes in accordance with the Employment Standards Act, R.S.O. 1990, c. E.14, as amended, the Employer shall continue to remit to the Steelworker's Trusteed Benefit Plan all benefit plan contributions for the earnings the employee would have otherwise received.

ARTICLE 27: HEALTH AND SAFETY

- 28.01** The parties recognize the importance of the Occupational Health and Safety Act. To that end, the Occupational Health and Safety Act of Ontario and its regulations thereunder in effect as of May 31, 2001 shall form part of this collective agreement.

ARTICLE 28: MEMBER KITS

- 29.01** The Employer agrees to provide each new employee with a new member's kit as provided by the Union.

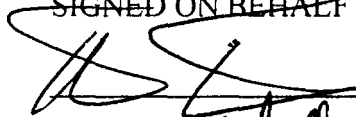
ARTICLE 29: DURATION OF AGREEMENT

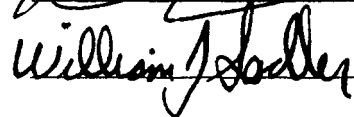
- 27.01** This Agreement shall become effective on the 1st day of July, 2001, and shall continue in effect up to and including the 30th day of June, 2004.
- 27.02** Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 27.03** If notice of the intention to renew or amend is given by either party pursuant to Article 27.02, negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

DATED this 10th day of October 2001.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

 THEO TORRANCE _____

 WM SADLER _____
