

COLLECTIVE AGREEMENT

between

ONTARIO GUARD SERVICES INC.
Ontario



• and -

UNITED FOOD & COMMERCIAL WORKERS
Local 206



C.I.O.-A.F.L.-C.I.O.

11091 (04)

December 18, 2003 - December 17, 2007

COLLECTIVE AGREEMENT

BETWEEN:

ONTARIO GUARD SERVICES INC.

(Hereinafter referred to as the "Company or Employer")

OF THE FIRST PART

- end -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

(Hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide lawful and orderly ~~collective bargaining relations between the Company and its employees covered by this Agreement~~ through the Union, to secure the prompt disposition of grievances, to ~~eliminate interruption of work and interference with the efficient operation of the Company's business.~~ and to set ~~out~~ the wages, ~~hours and working conditions for the said employees, as set forth in this Agreement.~~

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Company recognises ~~the~~ United Food & Commercial Workers, Local 206, as the sole and ~~exclusive~~ collective bargaining agent for all its ~~employees in the Province of Ontario that have been certified by the Ontario Labour Relations Board, save and except those employees covered by another Collective Agreement, supervisors,~~

patrol supervisors, persons above the rank of Supervisor, Client Service Representatives, Sales staff, managers, secretarial staff, clerical and office staff, load inspectors of vehicle carrying transports, casual employees and other staff who have the authority to hire, discipline or terminate employment and/or have access to confidential information and private investigators licensed under the *Private Investigators and Security Guards Act, R.S.O. 1990*, and employed as private investigators.

- (b) Persons designated or promoted 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.
 - (c) The Company and the Union agree that the sites obtained by the Company after the dates of certifications by the Ontario Labour Relations Board shall be subject to the terms and conditions of this Agreement.
- 2.02 "Casual employees" are those employees who are hired for a specific term or task not to exceed thirty-one (3.1) days and shall not be covered by the terms of this Agreement.
- 2.03 In this Agreement, words using the masculine gender include the feminine, the singular includes the plural, and the plural the singular where the text so indicates.
- 2.04 The Company shall supply to the Union upon ratification of this Collective Agreement a list of all sites that fall under the recognition clause. A list of new sites obtained by the Company shall be provided to the Union upon obtaining said sites.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or nonmembership in the Union or by reason of age, race, creed, colour, national origin, religious affiliation, sex or sexual orientation, as such terms are defined in the Ontario Human Rights Code.
- 3.02 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company or at the on-site

locations of the Company's client except with the express agreement of the Company.

- (a) All copies of disciplinary notices shall be provided to the employee who shall send a copy to the business agent of the Union by the employee. Employees will be required to sign disciplinary notices. This shall however, only be to acknowledge receipt of the said notice and shall not in any way be an admission of guilt, unless the employee agrees otherwise.
- (b) Written notices shall be removed from an employee's record eighteen (18) months from the date of issue, providing there are no other disciplinary notices during the last eighteen (18) months of employment. Alleged violations of the Human Rights Code or criminal conduct may be removed from an employee's file twenty-four (24) months after issue provided there is no recurrence of the alleged behaviour within that time.

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

For the purpose 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 engages 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 bargaining unit employee, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin, or ethnic origin; 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 denial of opportunity, for the refusal to comply with a sexually oriented request; or
- (d) repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work or study.

- (e) That the aggrieved employee (the complainant) not be required to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct, which has been filed as a complaint with the Company, by removing or transferring the respondent without regard to his or her seniority.

ARTICLE 4 -RELATIONSHIP

4.01 All employees in the bargaining unit who are members of the Union shall remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the said bargaining unit shall become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment.

4.02 The Company agrees during the lifetime of this Agreement, that initiation fees shall be deducted from the pay cheques of new employees on the basis of one-half (1/2) of the total initiation fee deducted from each of the first two (2) pay periods following their commencing employment with the Company and deductions for dues shall be made each bi-weekly pay period and both initiation fees and dues shall be remitted to the Union no later than the 15th day of the following month. The said sum so remitted by the Company shall be accepted by the Union as the regular initiation fees and dues of those employees who are members of the Union.

The Union will give the Company written notice of the amount of such initiation fee and, unless the Company is so notified, the Company is under no obligation to deduct such initiation fee. Employees hired to work during the summer holidays only shall not have Initiation Fees deducted from their pay.

4.03 The Company shall furnish the Union with a statement showing employees' names and Social Insurance Numbers, amounts of union dues and initiation fees paid. The Company agrees to provide employees' addresses to the Union if: (a) their payroll system can support it; and (b) if the Company has the address of each employee. Such statement shall accompany the remittances referred to in Article 4.02.

4.04 The Company agrees, on being furnished by the Union with application cards for Union membership and cards authorizing the deduction of union dues and initiation fees, to present such cards to new employees for

completion. Completed application cards shall accompany the remittances referred to in Article 4.02.

- 4.05 The Union agrees to save the Company harmless from any and all **claims** which may be made by employees against the Company for amounts deducted from wages in accordance with the terms of this Article.
- 4.06 The Company will not be responsible for the collection of any dues where because of any absence from work, the **employee** has no earnings from which the dues are required to be deducted.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except and to the extent specifically modified by the express terms of this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There shall be no attempt by either party or an arbitrator or a board of arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but shall not be confined to:
- (a) the right: to plan, direct, control and alter **all** operations; to designate, establish, revise or discontinue **departments**, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
 - (b) make, enforce and alter, **from time to time**, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, **lay** off, rehire, recall, discharge, suspend or **otherwise** discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined **without** just cause or has been dealt with contrary to the provisions of this Agreement may **be** the subject of a grievance and dealt with as hereinafter provided.
 - (c) the right to determine the location and extent of the operations and their commencement, expansion, curtailment **or** discontinuance; the direction of **the** working forces, the services to be provided; the work **description of jobs**; the subcontracting of work; the schedule of hours of work **and of production**; the number of shifts, the requirement of

medical examinations by a physician, the qualifications of employees, the use of improved methods, whether there shall be overtime and who shall perform such work, the number of employees needed by the Company at any time and how many shall work on any job, the number of hours to be worked; starting and quitting time period and, generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

- (d) The Union recognizes that the Company and the employees are bound by rules and regulations set by the Company and its clients with respect to hours of operation, dress codes, cleanliness and sanitation and such other matters pertaining to the operation of the Company's business which the Company and the employees are obligated to observe, including all Ministry of Community Safety and Correctional Services' regulations and policies as established under the Private Investigators and Security Guards Act of Ontario.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company recognizes the right of the Union to elect or appoint Stewards, (maximum one per site) for the purpose of assisting other employees in the processing or presentation of grievances. The Stewards must have completed their probationary period. The Union shall at all times keep the Company notified in writing of the names of employees who are acting in the capacity of Steward. The Steward may deal with any grievance arising under this Agreement.
- 6.02 The Company undertakes to instruct all members of its supervisory staff to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.
- 6.03 The Union undertakes to secure from its officers, stewards and members, their cooperation with the Company and with all persons representing the Company in a supervisory capacity.
- 6.04 (a) It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Company or the clients' site without the express permission of management. It is understood that a business agent for the Union may consult with union members during working hours, providing that it shall not involve a concern over the safety to persons or cause a breach of Security that will put the Company at risk.

- (b) ~~It is understood that a discharged or suspended employee may be required to leave the client's site or Company premises immediately upon being informed of the discharge or suspension.~~

6.05 ~~The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. No Steward will be recognized by the Company unless the above procedure is carried out.~~

6.06 ~~A business agent of the Union, identified to the Company, in writing, wishing to discuss the matters on Company premises located at 1915 Danforth Avenue, Toronto, Ontario, or such other locations as may, from time to time, become the Head Office of the Company, with Company representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible, the business agent shall, upon entering the premises, notify the appropriate Company official.~~

6.07 ~~The privileges of the Steward to leave his/her work without loss of pay during regular working hours to attend Union business is granted on the following conditions:~~

- (a) ~~Such business must be between the Union and the management. Employees having grievances cannot discuss these with the Steward during working hours, except in the case of a discharged or suspended employee.~~
- (b) ~~The time shall be devoted to the prompt handling of necessary Union business.~~
- (c) ~~The Steward concerned shall obtain the permission of management before leaving his/her work and shall ensure that proper replacement relief as agreed to by Management is in place and briefed on site prior to his/her leaving.~~
- (d) ~~The time away from productive work shall be kept to a minimum and shall be reported in accordance with the timekeeping methods of the Company. It is expressly understood and agreed that the absence of work by a steward to attend to Union business shall not interfere with the regular conduct of business including the servicing of all client requirements.~~

- (e) The Company reserves the right to limit such time taken if it deems the time so taken to be excessive.
- (f) The Steward or other members of the bargaining unit will not be compensated by the Company for time lost from work while attending at negotiations, conciliation, mediation or arbitration hearings.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust grievances concerning the alleged violation of the express terms of the collective agreement as quickly as possible.

No grievance shall be considered where the circumstance giving rise to it occurred or originated more than five (5) calendar days before the filing of the grievance.

7.02 It is generally understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust the complaint.

7.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

II, after registering the complaint with the supervisor and such complaint is not settled within five (5) calendar 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 1

The grievance shall be submitted in writing either directly or through the Union to the Human Resources Manager and/or Personnel Manager within five (5) calendar days of the receipt of the reply in 7.03 above. The Human Resources Manager and/or Personnel Manager shall hold a meeting with the employee and Steward or Union Representative within a further five (5) calendar days and shall communicate his position to the employee and the Union within three (3) calendar days excluding weekends and statutory holidays.

STEP 2

If the matter is not settled, then within ten (10) calendar days, excluding weekends and statutory holidays, of the Human Resources Manager and/or Personnel Manager reply, the Union Representative may request a meeting with the General Manager or his designate. In such case, the meeting shall be held between the Company Representative(s) and the Union Representative and Union Steward involved as soon as practicably possible, but not later than two (2) weeks after the Company receives notification from the Union that such meeting is desired. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within ten (10) days of the date of such meeting, but not thereafter, deliver to the Company a notice in writing stating that it wishes to take the matter to arbitration.

If final settlement of the grievance is not reached at Step 2 and if the grievance is one which concerns the interpretation or alleged violations of the Agreement, then the grievance may be referred in writing by either party to arbitration as provided for in Article 8 below at any time within ten (10) calendar days after the decision is given under Step No. 2.

7.04

Discharge

A claim by an employee other than a probationary employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 with the General Manager or designate within ten (10) calendar days after the employee ceases to work for the Company.

Such special grievance may be settled by:

- (i) confirming the Management's action to discharge or suspend the employee; or
- (ii) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- (iii) any other arrangement, which in the opinion of the conferring parties, or the arbitrator, is just and equitable.

7.05

All employees in the bargaining unit and employees who enter the bargaining unit shall be provided with a list of Company Rules and

Regulations which is attached hereto as Schedule "A" and is hereby made part of the Collective Agreement.

- 7.06 It is understood and agreed that an employee who has not completed his probationary period may be discharged at the sole and exclusive discretion of the Company.
- 7.07 A terminated employee shall be given the cause for dismissal in writing and the Union shall be provided with a copy of the letter of termination.
- 7.08 The election by the Company to invoke discipline or a decision not to invoke the specific penalty for any of the above noted infractions shall not be construed as a waiver or abandonment of its management rights or the right to at any other time invoke the specific penalty under Article 7.05.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this Agreement agree that any grievance concerning the alleged violation or interpretation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 7 and which has not been settled may be referred to a sole arbitrator or a Board of Arbitration selected or appointed by mutual agreement between the Company and the Union. Where the parties fail to agree upon an arbitrator within five (5) working days, then the Minister of Labour shall appoint the arbitrator.
- 8.02 The arbitrator shall hear the evidence and render a decision as soon as possible, the intention being to have a decision within seven (7) days after the arbitration board hearing commences.
- 8.03 The decision of the arbitrator shall be binding on the Union and the Company.
- 8.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the express terms and provisions of this Agreement.
- 8.05 Each of the parties to this Agreement will bear the expenses of the arbitrator.
- 8.06 The parties expressly agree that Section 48(6) of the Ontario Labour Relations Act, as amended, does not apply to this Collective Agreement and

that the failure of the parties advancing any grievance to strictly comply with the mandatory time limits herein shall cause the grievance to be deemed to be abandoned.

ARTICLE 9 - MANAGEMENT GRIEVANCES. UNION POLICY GRIEVANCES

- 9.01 Any grievance instituted by the Company may be referred in writing to the Union within ten (10) full calendar days of the occurrence of the circumstances giving rise to the grievance and the parties or their designates shall meet within five (5) calendar days thereafter to consider the grievance. If final settlement of the grievance is not completed within five (5) calendar days of such meeting, the grievance may be referred by either party to arbitration as provided in Article 8 above, at any time within ten (10) calendar days thereafter but not later.
- 9.02 A Union policy grievance, which is defined as alleged violation of this Agreement concerning two (2) or more of the employees in the bargaining unit and which would not appropriately be brought by an individual employee, may be lodged by a representative of the Union in writing with the Company at Step 2 of the grievance procedure within ten (10) full calendar days after the circumstances giving rise to such grievance occurred or originated.

ARTICLE 10 - NO STRIKES, NO LOCKOUTS

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances between the Company and the Union, the Union agrees that neither it nor any of its representatives or members will collectively, concertedly or individually, during the term of the Agreement or any extension thereof, directly or indirectly, cause, call, threaten, sanction, acquiesce or engage in any strike, work stoppage, planned inefficiency, curtailment, sitdown, harassment, sympathy strike, boycott, picketing and/or any other work interference for any unlawful reasons during the term of this Agreement. The Company agrees that it will not, during the term of this Agreement or any extension thereof, cause, permit or engage in any lockout.
- 10.02 The foregoing undertaking is binding upon the parties and the employees. The Company, the Union and the employees are obligated not to cause or condone any of the prohibited activities and shall take available means and

steps to prevent or halt any such activity on the part of any employee of the Company. Any employee who aids, assists or participates in any of the activities prohibited by this Article shall be subject to discharge.

- 10.03 Should the Union claim that cessation of work constitutes a lockout, it may take the matter up with the Company at Step 2 of the grievance procedure.
- 10.04 Security Guards covered by this Collective Agreement shall not honour any picket lines at any location for which the Company provides security services. Security Guards shall cross all such picket lines (subject to their own physical safety) but shall only be required to perform their regular duties and shall not be required to perform the work of any striking or picketing employees.

ARTICLE 11 - PROBATIONARY EMPLOYEES

- 11.01 (a) An employee will be considered as a probationary employee for his/her first ninety (90) calendar days or sixty (60) full eight (8) hour shifts worked, whichever applies first, and will have no seniority rights during that period. After completion of his/her probationary period the employee's seniority shall date from his/her most recent date of hire by the Company.
- 11.01 (b) The Union will grant to the Company an extension of the probationary period of an employee for a reasonable period of time given the circumstances, upon notification by the Company, prior to the employee's probationary period expiring.
- 11.01 (c) A probationary employee shall not enjoy any of the rights and privileges prescribed in this Agreement except those articles and clauses which deal with probationary employees differently or specifically include them.

ARTICLE 12 - SENIORITY

- 12.01 Seniority lists will be posted at the Company's Operations Office for a period of fourteen (14) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of his/her seniority date while the list is posted, in which case it will be subject to any adjustment under the

grievance procedure if established to be inaccurate. The seniority lists will be brought up to date every six (6) months and a copy will be given to the Union and a copy posted on the bulletin board. Seniority shall be on a site specific basis.

12.02

An employee's seniority will be lost and the employee shall be deemed terminated if he:

- (a) quits the employ of the Company for any reason;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is laid off for a continuous period exceeding the length of his/her seniority at the time of layoff or a period exceeding six (6) months, whichever comes first;
- (d) fails to return to work within five (5) working days of being notified of recall. An employee shall be deemed to be notified of recall on the second (2nd) day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Company's files;

NOTE: It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number and the Union will be advised of any such changes on a monthly basis.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he/she has a satisfactory reason; or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is absent for three (3) consecutive working days without notifying the Company or is absent for this period without a satisfactory reason;
- (g) is continuously absent for any reason in excess of twelve (12) months;

12.03

- (a) When a permanent vacancy occurs at any site and is one which the employer wishes to fill, management shall offer skilled, qualified and eligible employees at the site the right to apply for these positions

- (b) When filling the vacancies, the skills, training and qualifications of the employees shall be given consideration and if there is any choice to be made between two (2) or more employees who have relatively equal skills, training and qualifications, the employee having the greater seniority shall receive the preference, subject to the approval of the client, which is mandatory at some sites. Vacancies shall be posted for five (5) days and only one (1) move shall occur at the discretion of the Company.
- (c) It is understood that the Company reserves the right to assign and transfer employees between sites at its sole and exclusive discretion and in accordance with its determination of the most efficient and beneficial use of its human resources.
- 12.04 (a) The Union recognizes that a layoff will generally occur as a result of the loss of a contract with a client and that as such the layoff will specifically affect those employees working at the client's site.
- (b) The Company agrees to make every reasonable effort to re-assign to other sites, those employees covered by this Agreement, who for justifiable reasons request a transfer, are laid off because of a reduction in staff, or removed from the site for just cause, or must be removed at the written request of the client. A copy of the client's direction shall be made available to the Union upon request. It is agreed that discussion notes taken by the representative of the Company in conversation with the client are acceptable as detailed direction. A representative of the Company will be defined as any one of: the C.E.O., the President, the General Manager. These employees will not retain any seniority at their new site.
- (c) Employees shall remain on the list for six (6) months or their length of Company seniority whichever occurs first
- (d) Employees shall be re-assigned to other sites based on Company seniority and assuming the employee in the opinion of the Company, has the required qualifications for that particular job, and is acceptable to the client, which is mandatory at some sites.
- (e) When such employees are re-assigned as a result of such layoff, the wages and benefits applicable to that employee may either increase or decrease, depending on the wage and benefit code, which exists at that particular site.

- (f) New employees shall not be hired where there are employees on layoff able to perform the normal requirements of vacancies or new job positions.

12.05 In regard to any claim by an employee that he/she maintain seniority during a period of personal illness [subject to Article 12.02 (g)], it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical certificate including adequate diagnosis and prognosis.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Company in its sole discretion may grant leave of absence of up to one (1) month without pay to employees for personal reasons having due regard, however, to the operation of the work, and provided any request for leave of absence is made in writing at least two (2) weeks prior to the start of such leave and the reason for leave of absence is stated.

13.02 Any permission for leave of absence must be given in writing

13.03 The Stewards shall be granted unpaid leave of absences without loss of seniority to attend conventions or other official Union business. Such leaves shall be limited to five (5) working days per calendar year. Leave shall be granted provided that written request for it is made at least one (1) week prior to the start of such leave and provided that the leave does not interfere with the Company's operations.

ARTICLE 14 - HOURS OF WORK

14.01 (a) The following paragraphs are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

(b) The Union recognizes that the hours of work of the employees are directly determined by the contractual obligations between the Company and the client. Therefore, the hours of work will be as determined by the Company, but the Company will, where reasonably possible, attempt to provide full-time employees with forty (40) hours of work per week and will attempt, where reasonably possible, to schedule these hours by shifts not longer than eight (8) hours per shift and attempt to provide a minimum of twelve (12) hours off between shifts.

- (c) **Part-time employees** - Part-time employees are those employees who work **twenty-four** (24) hours per week or less. Part-time employees who work more than **twenty-four** (24) hours per week for eight (8) consecutive weeks will be reclassified to **full-time status**, except where such employee is **relieving vacancies** due to illness, pregnancy leave, **vacations**, bereavement leave, or **court/jury** duty.
- (d) **Full-time** employees are those employees who work more than **twenty-four** (24) hours per week. Full-time employees shall have **seniority** over part-time employees.
- (e) **Part-time employees becoming full-time employees shall be** credited with **one-half** (1/2) of their part-time service as full-time.
- (9) For the purposes of calculating bereavement leave and jury and court duty entitlement, a "regular day of work" is hereby defined as one fifth of a regular work week as it is defined in the Employment Standards Act. In cases where the employee does not work the same number of hours each week, excluding overtime, a regular day of work shall be calculated by adding the total number of hours worked each week (excluding overtime) for a regular two-week period and dividing this amount by ten (10).

14.02

For all employees, overtime will be paid on all hours worked in excess of **eighty-eight** (88) averaged over a **two-week** period. or in cases where a greater benefit exists already, to be paid in accordance with such present practice on a site-by-site and client-by-client basis.

Meal breaks and hours worked on statutory holiday shall *not* be used in the calculation of overtime.

14.03

The Union and Vie employees recognize that the nature of the Company's operations frequently requires overtime work to be performed. It is understood that by execution of this Agreement the employees within this bargaining unit hereby specifically consent to the working of overtime hours as may be required by the Company in conjunction with the Employment Standards Act and its Regulations. It is understood that necessary overtime may be assigned by seniority to that individual employee whom the Company considers most qualified and appropriate and who is available for the required overtime work.

- 14.04 It ~~is~~ agreed that ~~there shall~~ be no pyramiding or ~~duplication~~ of ~~overtime~~ or premium pay raises under ~~this~~ Agreement.
- 14.05 The Company ~~shall~~ have the right to remove an employee who has been reassigned to a new job location at any time ~~within the first thirty (30) days~~ if he/she is unable to properly perform the job, which shall be determined ~~at~~ the ~~sole discretion~~ of the Company. The applicant may be offered alternate employment.
- If an employee is unable to report for work for medical reasons, he/she shall give the Company reasonable notice where ~~possible~~ and shall provide the Company ~~with~~ the appropriate document in accordance with Article 12.05.

ARTICLE 15 -PAID HOLIDAYS

- 15.01 For the purposes of this Agreement, the following days will be recognized as holidays:
- | | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 15.02 The Company will pay each employee public holiday pay provided the employee has worked all of his/her scheduled shifts immediately preceding and immediately following the holiday unless excused in writing by the Company and works their entire shift on the public holiday if they were required to work that day. Public holiday pay will be calculated on the basis of all regular wages earned by an employee in the four (4) week period preceding the week in which the public holiday falls, divided by twenty (20). Overtime hours worked in this period will not be included in this calculation.
- 15.03 An employee who is laid off or who is on a leave of absence, sick leave, or on Workers Compensation shall not be eligible to receive holiday pay for those holidays occurring during the periods of absence.
- 15.04 The Company will give each employee the day off without pay on the anniversary of their birth upon the employee providing two (2) weeks' written notice to the Company of such request, and, providing available relief exists to cover the open shift at the site created by the absence, without causing undue hardship to the Company.

ARTICLE 16 - PAID VACATIONS

- 16.01 An employee in the active employ of the Company shall be entitled to an annual paid vacation on the following basis:
- (a) Employees having less than one (1) year of service shall receive vacation pay only, in accordance with the Employment Standards Act.
 - (b) An employee with more than twelve (12) months' continuous service with the Company shall be entitled to two (2) weeks' vacation at four percent (4%) of his gross wages.
 - (c) An employee with ten (10) years or more of continuous service with the Company shall be entitled to three (3) weeks' vacation at six percent (6%) of his/her wages, excluding vacation pay.
- 16.02 It is agreed between the Company and the Union that the following procedures will take place and will apply each year in the planning of an employee's vacation.
- (i) For purposes of vacation scheduling, seniority shall be the guiding factor provided the operation runs efficiently.
 - (ii) The Company will arrange for a vacation schedule to be posted by March 31st of each year.
 - (iii) Employees so listed will indicate their vacation date preference on the list by April 30th of each year.
 - (iv) The vacation schedule in its final form will be posted by May 15th of each year.
 - (v) No more than one (1) employee per site may take his vacation during the same period, unless the Manager in his/her discretion allows a greater number, dependent solely upon service need.
 - (vi) Discussions between the Supervisors and/or employees to schedule the employee's vacation period will take place during the month of April each year and as soon as agreement is reached, the schedule will be initialled as correct by the employee.

- 16.03 An employee who leaves the service of the Company shall be given the vacation pay to which he/she was entitled at the time he/she left the service of the Company.
- 16.04 Vacation time is not cumulative and must be taken by the conclusion of the vacation year.
- 16.05 Requests for vacation time and vacation pay shall be made in writing to the Company's Operations Office at least eight (8) weeks in advance of the start of the vacation. If this is done, vacation pay shall be paid on the pay day immediately preceding the start of the employee's vacation.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 In the event of the death in an employee's immediate family, the employee will be granted a leave of absence without pay for a reasonable period of time up to a maximum of three (3) days and will be reimbursed for the time lost from work up to a maximum of three (3) regular days of work, and such reimbursement will be made by adding it to the employees' pay in the pay period following the receipt of a copy of the applicable death certificate having been provided to the Company.
- 17.02 In the event of the death of a member of an employee's immediate family and the employee is unable to attend the funeral due to time or distance constraints, the Company may, upon the request of the employee, grant leave of absence for a reasonable period of time up to a maximum of three (3) days without pay as a period of mourning.
- 17.03 For the purposes of Articles 17.01 and 17.02, the term "a member of an employee's immediate family" shall mean: spouse, child, father, mother, brother, sister, grandparent(s) maximum four (4), and grandchild(ren), except that in the case of death of multiple family members, the leave of absence and pay entitlement shall be limited to the benefit as outlined in Article 17.01.
- 17.04 In the event of the death of a probationary employee's immediately family, he/she will be granted a leave of absence without pay up to a maximum of two (2) days. For the purposes of this Article, a member of an employee's 'immediately family' shall mean spouse, child, father, mother, brother or sister.

ARTICLE 18 - JURY AND COURT DUTY

- 18.01 If an employee is called for jury duty or subpoenaed by the Crown as a witness related to employment duties, he/she shall receive a regular day's pay for each day he/she is absent from his/her scheduled work to a maximum of five (5) working days, provided that he signs over to the Company any jury duty fee or witness money he has received from the Court; subject to the following provisions:
- (a) employees must notify the Company within three (3) days of receipt of notice of selection for jury duty or Crown witness duty related to employment duties;
 - (b) if an employee is excused from jury, or Crown witness duty related to employment duties for one (1) or more scheduled work days due to court adjournment or other reasons, the employee must report for work on his regularly scheduled shift.

ARTICLE 19 - MEDICAL BENEFITS

- 19.01 The Company agrees to provide all full-time employees Life Insurance and Accidental Death and Dismemberment insurance coverage in the amount of Ten Thousand Dollars (\$10,000.00) each.
- 19.02 The Company agrees to pay on behalf of all full-time employees, one hundred percent (100%) of the cost of a Group Medical Program including prescription drugs. The Company benefit plan will be limited to single coverage on a plan having a twenty-five dollar (\$25.00), twelve (12) month deductible, with reimbursement at eighty percent (80%) of reasonable costs for all full-time employees with three (3) months' service with the Company and who have enrolled in the plan by completing a necessary document required by the insuring carrier upon being eligible for the group benefit plan. The Company will supply necessary enrolment cards to eligible employees but it will be the sole responsibility of the employee to ensure their enrolment cards are properly completed and submitted to the Company in order to qualify for any such entitlement.
- NOTE:** The Company agrees to permit employees to enrol in the Company Denial Plan. The employee will bear the full cost of this Plan with payment being made by a monthly deduction from the employee's pay.

- 19.03 Probationary employees shall not be eligible ~~for~~ enrolment in this group benefit plan until they have completed three (3) months of continuous service.
- 19.04 Employees on leave of absence in excess of thirty (30) calendar days shall have their group benefit plan coverage terminated until their return to active work.

ARTICLE 20 - HEALTH AND SAFETY

- 20.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist and cooperate with the Company in maintaining proper observation of all safety and health rules and practices and shall have the right to make recommendations to the Company respecting the safety and health of employees. The Company and Union Health and Safety representatives consisting of no less than two (2) individuals from each side shall meet not less than four (4) times per year to discuss health and safety matters.

ARTICLE 21 - CALL-IN PAY

- 21.01 When an employee is called back to work after the conclusion of his/her regular shift and he/she has left the Company premises, he/she shall receive a minimum of three (3) hours' work or three (3) hours' pay at his/her regular straight time rate.
- 21.02 The provisions of 21.01 above shall not apply when an employee is called in to work immediately prior to the start of his scheduled shift.
- 21.03 An employee reporting for work at the commencement of his/her regularly scheduled shift, unless notified in advance not to do so, or unless he/she is returning to work without notice after an absence, shall receive three (3) hours' work or three (3) hours' pay at his/her regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 22 - BULLETIN BOARDS

- 22.01 The Company agrees to permit the Union to forward notices of meetings and other Union business and affairs in a paycheque provided by the Company.

It is agreed that all such notices before being posted **must first** be approved by the General Manager or designate.

22.02 All such notices **must** be signed by a Union Officer.

22.03 Union notices shall be **restricted** to

- (a) Notices of Union meetings;
- (b) Notices of Union elections or appointments;
- (c) Notices of results of Union elections;
- (d) Notices of Union recreational and social activities;
- (e) All **other** notices of Union business that directly concerns the members;
- (f) Company will ensure all approved Union notices are visible and unobstructed.

The Union agrees to provide ~~folded~~ meetings notices, etc

ARTICLE 23 - UNIFORMS

23.01 (a) The Company **will provide** seniority employees with the following items which must be worn during working hours as a condition of employment. The employee will be responsible for the laundering of uniforms and will be responsible for replacing lost or **damaged** uniforms. **When an employee's employment is terminated** for any reason, that employee shall return the uniform to the Company's Head Office **before receiving** their **final** paycheque and vacation pay. The Company crests and security guard insignia **must** be removed from shirts, and crests and insignia returned to the Company.

(b) **The** following items of uniform will be supplied at no cost to the employee and will be kept in a good state of repair.

1. one (1) blazer, or long sleeved sweater or semi-military tunic
2. two (2) pairs of slacks/skirts
3. one (1) parka, when required
4. one (1) hat, when required

Employees shall purchase crested shirts and ties from the Company at cost. All site where an employee is **routinely** exposed to the

elements (i.e. rain, cold, etc.) the Company will make available for his/her use: parkas, raincoats and hats.

- (c) The employee will be responsible for providing the following articles such as **footwear, safety shoes**, black socks and plain leather dress belt. Such articles must be in compliance with the Company standards as described in the Company policy on uniforms.
- (d) At the office of authority given to the employee by the Company and at all times in public view, the uniform must be worn in good order and proudly with respect.
- (e) The Company agrees to replace or repair, at no extra cost to the employee, any part of the uniform which is damaged in the performance of their duties providing the replacement or repair is for bona fide reasons.
- (f) If required, management agrees to supply flashlights to all employees immediately free of charge. Flashlights to be replaced if inoperable through fair wear and tear. Batteries will be supplied as reasonably required, this item will be added to the uniform issue sheet
- (g) Key caddies will be supplied free of charge and will be added to the uniform issue sheet. These caddies must be worn and used for carrying keys at all times while on duty.
- (h) The Union will use every effort to insure that all employees terminated for cause or employees that have resigned their position will return all Company property as per Company policy. For employees hired after the date of ratification or implementation date of this Agreement, a deposit of \$20.00 per pay, to a maximum of \$175.00 per employee, will be deducted for uniforms. The money so deducted will be refunded to the employee upon leaving the employ of the Company. The revised provision of this Article 23.01 (h) does not apply to employees who at the date of ratification have already reached the maximum deduction of \$150.00.

ARTICLE 24 - PAY FOR INJURED EMPLOYEES

- 24.01 In the event that an employee is injured in the proper performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid his/her wages for the remainder of his/her shift.

In order to receive such payment, the employee must immediately report such injury to his Manager and complete a Workers Compensation form at the earliest possible time.

ARTICLE 25 - CLASSIFICATIONS AND RATES OF PAY

25.01 Wages for all categories shall be no less than sixty-eight percent (68%) of the client billing rates at the site but shall not include costs added to the billing rate for special projects or assignments including but not limited to, vehicles, gasoline, mileage, cameras, video recorders, guard houses, flashlights, radio equipment, special clothing, shelter, telephone, electricity, traffic control signs, animals, meal allowance, accommodation and any other costs not normally included in the billing rate. Rates of pay shall be determined on a site-by-site basis.

(a) In addition to the billing rate percentage, each full-time, non-probationary employee, shall receive a bonus as outlined hereunder:

1. Will be paid an amount of \$21.25 per each quarter of continuous and unbroken service of employment. The accumulated amount shall not exceed \$65.00 per annum and the accumulated amount shall be paid to each employee in December of each year.
2. Quarters are defined as January/March, April/June, July/September, and October/December.
3. As this is a Company Performance Bonus, employees will be disqualified from entitlement to any such payment where they have been absent from their regular shifts of work for more than two (2) days in any quarter, excluding time off for bereavement leave, court duty and legitimate illness verified by a bona fide doctor's certificate.
4. The probationary period of employment is not included in qualifying for entitlement for this payment.
5. If an employee has been removed from a site for cause or has received a Step 3 reprimand for non-performance, he/she shall not be entitled to payment under this Article and will be informed by the Company of such disenitment at the time of the removal of reprimand.

- (b) The above provision shall apply to part-time employees at a rate of \$8.75 per fully completed quarter and under the same conditions and provisions as outlined in Article 25.01 (a).

25.02

Red Circle

Employees' wages shall be red circled, however, employees above the job rate may have their rates adjusted to the job rate during the life of this Agreement when circumstances require adjustment pursuant to Article 12.04 (b & e).

Probationary and Part-Time Employees

probationary employees may receive one dollar (51.00) less than employees who have passed the probationary period.

25.03

Site increases

In the event that the Company is able to secure an increase in the billing rate that will affect the wages paid, the Company will endeavour to notify the Union in advance of the increase effective date. This will offer the opportunity to the Union to notify the appropriate site employees of an increase pursuant to article 25.01 of the Collective Agreement

25.04

- (a) Effective the date of ratification, all employees who have been actively employed by the Company for no less than one year shall receive an increase in pay of **ten cents (\$0.10)** per hour, pending their entitlement in accordance with article 25.04 (c).
- (b) Further **ten cent (\$0.10)** increases shall be paid for every successive **twelve (12) month period of continuous active employment with the Company, on the first pay period following June 1st of 2005, 2006 and 2007**, pending their entitlement in accordance with **Article 25.04 (c)**
- (c) Employees who received increases in the fiscal year 2003 and up to the date of ratification or ~~hereafter~~ which are equal to or in excess of the increases outlined in Articles 25.04 (a) and 25.04 (b) above (that is, in excess of the years one, two and three increments, cumulatively or singularly), shall not be entitled to any additional increases in rates of pay.

ARTICLE 26 - SPECIAL ASSIGNMENTS OR PROJECTS

- 26.01 For purposes of this Agreement. "Special Assignments or Projects" are defined as:
- (a) Contracts between the Company and a client to provide services for a period of not more than forty (40) consecutive days and may include, but not limited to: sports, cultural, educational, commercial, exhibitions, trade shows, fairs and political conventions.
 - (b) Contracts between the Company and a client to provide services during a strike by a client's employees for a period of not more than six (6) months.
- 26.02 Employees performing special assignments that are tendered for by the Company at a lower rate than is normally paid to the Company for its present services at any site, will be paid at a rate that will be determined between the Union and the Company on an assignment by assignment basis. The maximum basic wage rate shall be \$15.00 per hour.
- 26.03 If requested, client billing rates for any site will be provided to the Union to verify pay rates and any changes to these rates will be provided on the fifteenth (15th) day of the following month, during the term of this Agreement. Any wage adjustments due to billing increases will be made on the same day as any adjustments to the client billing rate. No decreases in wages will be implemented.

ARTICLE 27 - HEADINGS

- 27.01 It is agreed and understood that headings as throughout this Agreement are for convenience only and have no interpretative meaning unto themselves, with the exception of those used in the wage scale.

ARTICLE 28 - DURATION

- 28.01 The Agreement shall become effective as of the 18th day of December 2003 and shall remain in effect until the 17th day of December 2007, and thereafter from year to year unless notice of desire to modify, amend or terminate is given in writing by either party to the other. The notice shall be

SCHEDULE "A"

RULES AND REGULATIONS

All failures to comply with Rules and Regulations will result in some form of discipline. You may rest assured, however, that each offence will be handled with fairness, without prejudice and in balanced proportion to the seriousness of the offence.

(a) **Minor and Moderate Breaches**

Minor and moderate breaches of rules and regulations may result in a verbal or written reprimand, mandated attendance at retraining sessions and in some situations, suspension. However, repeated breaches of minor or moderate offences of the same nature shall be considered serious breaches. A few examples of minor breaches are, horseplay, smoking, crude language, altitudinal problems while on duty, poor grooming or deportment.

(b) **Serious or Major Breaches**

Serious or major breaches of Company rules and regulations will result, almost without exception, in long term suspensions without pay or immediate dismissal. These offences are so serious that they cannot and will not be tolerated. Remember that minor and moderate breaches become serious or major breaches if they are flagrantly repeated.

The following list is not meant to be all-inclusive, but rather to outline the most common serious or major breaches and all will result in immediate dismissal. Should an event take place which is serious in nature, but not covered in this list, it will be dealt with on an individual basis.

1. Theft, fraud, embezzlement or possession of stolen property or aiding in the commission of these offences.
2. Removal of property from the Company's property or the client's property without proper authorization.
3. Dishonesty, including falsification of Company records and/or reports, time cards, security related records, benefit claims and recording charts.
4. Buying, selling, bartering, trading and consuming, or being under the influence of or in possession of, intoxicating substances including alcohol or

illicit **drugs, while reporting** to work or on duty on the Company's or the Company's client's premises.

5. **Committing of any criminal offence** while on duty.
6. **Committing of any criminal offence** while off duty which **causes** a breach of security guard licensing or bonding.
7. **Deliberate tampering, sabotage, vandalism or destruction** of Company or Company client's property or processes.
8. **Disclosure of confidential information** pertaining to the Company or the Company's client's **business**.
9. **Assault on a fellow employee** or member of the public committed during working hours, **except in self-defence**.
10. **Threatening, intimidating or coercing a fellow employee** or an employee of the Company's client.
11. **Leaving a duty post** without being properly relieved.
12. **Wilful violation of safety rules**.
13. **Wilfully falsifying an application** for employment, time record or other report requested by the Company.
14. **Immoral conduct or indecency on the Company or Company client's premises**.
15. **Possession of an unauthorized weapon** on the Company or Company client's premises.
16. **Sleeping while on duty**.
17. **Wilful refusal or failure to perform the job as directed**
18. **Failure to report injuries or accidents** immediately.
19. **Gambling, lottery or engaged in other games of chance while on duty**.
20. **Repeated poor performance and/or attitude** which results in neglect of duties.

21. Repeated refusals of specific site assignments without good and sufficient reason.
22. Refusal to cooperate in a Company investigation.
23. Accepting a bribe in connection with your work
24. Signing for or reporting time for yourself or another employee for hours not actually worked.
25. Engaging in activities or work in direct conflict with your assigned guard duties.
26. Violation of the *Private Investigators and Security Guards of Ontario*
27. Use of the Company or the client's telephone, computer and Internet for personal use or theft of information and particularly for the purpose of making long distance calls and incurring telephone charges (theft of communication).
28. Repeatedly books off regularly scheduled shifts beyond the norm for the security industry and the Company.
29. It is agreed and understood by the parties that, with respect to items (b) 1, 2 & 27. of Schedule 'A' of this Agreement, "theft" shall be defined as the wrongful taking away of the goods of another; the act of stealing; the unlawful seizure of any article or articles with the intention of depriving the lawful owner or owners.

LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

R E TRANSFER OF EMPLOYEES

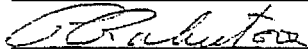
This Letter of Understanding shall form part of the Collective Agreement for the term of this Agreement.

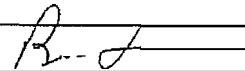
The parties agree **that** the nature of the security service industry may require the Employer to occasionally transfer employees from one location to another, if an employee has become unable to perform their duties in accordance with the rules and regulations regarding their duties; have become **physically incapable** of performing their assigned duties; have failed to perform their assigned duties in a competent manner; or are requested to be removed from the site by a client.

In such instances, the employee **will**, if they possess the skills and ability to perform the required assigned duties, be transferred to **another** location covered by this Collective Agreement and **will be paid the a l e of pay** for that location or site.


DATED at Toronto, Ontario, this 8th day of June, 2004

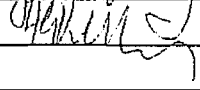
ON BEHALF OF THE COMPANY:





ON BEHALF OF THE UNION:





LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

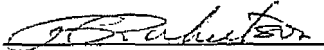
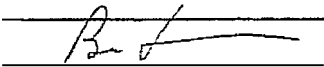
UNITED FOOD & COMMERCIAL WORKERS, Local 208

RE: SICK DAYS


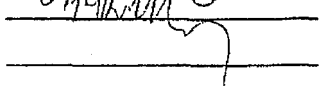
The parties agree that employees may take a day of their vacation entitlement in cases where they are absent from work due to illness. It is understood that employees exercising this option will not be able to claim the vacation days used as sick days, for the purpose of claiming vacation or vacation pay (i.e. the same day cannot be claimed or paid twice).

DATED at Toronto, this 5th day of June 2004

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: EMPLOYEE ADVANCEMENT

Ontario Guard Services Inc. and United Food & Commercial Workers, Local 206, acknowledge that the billing rate by each individual client, is the governing factor that sets the wage rates at any given site, and that these rates will vary according to the needs of the client.

It is further acknowledged that each client has their own priorities, and that additional or different training may be required to supply the services that are demanded.

The parties recognize this as being the nature of the Security Industry, and that with this variation of required client services and the resulting wage rates, a security guard who is willing and able to move to different sites has a greater opportunity to transfer to different site openings in order that he/she may realize their full earning potential within Ontario Guard Services.

DATED at Toronto, this 5th day of June 2004

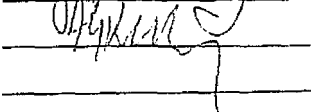
ON BEHALF OF THE COMPANY:



B. J.

ON BEHALF OF THE UNION:





LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

-and-

UNITED FOOD & COMMERCIAL WORKERS, Local 206

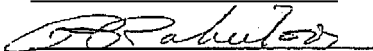
R E Uniforms

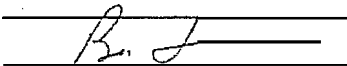
All employees employed by the Company at the time of ratification, who presently receive, shall continue to receive ten cents (\$0.10) per hour worked as a contribution towards the cleaning of uniforms. As a condition of this uniform cleaning contribution, all employees will ensure that uniforms are clean and neatly pressed at all times.

This letter of understanding is pari and parcel of this Collective Agreement from December 18, 2003 and expiring December 17, 2007.

Dated this 8th day of June, 2004

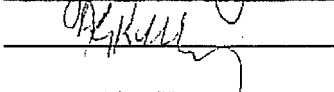
ON BEHALF OF THE COMPANY:





ON BEHALF OF THE UNION:





LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

-and-

UNITED FOOD & COMMERCIAL WORKERS, Local 206


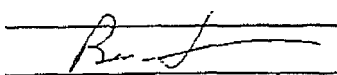
RE: Wages

At no time during the life of this Agreement shall any employee receive less than eight dollars (\$8.00) per hour within the G.T.A. excluding classroom and on-site training.


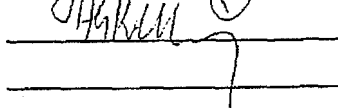
Outside the G.T.A., the sites that are with Ontario Guard Services as of March 8, 2001 shall not receive less than seven dollars and twenty-five cents (\$7.25) per hour excluding classroom and on-site training.

Dated this 5th day of June 2004

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

R E Additional Increases

The parties agree, effective on the date of ratification, that if the Company wage to billing ratio is seventy percent (70)%, then employees shall receive no less than sixty percent (60%) of any increase given by a client which is not related to (over and above) increased costs imposed by any level of government, communication or insurance companies.

Dated this 8th day of June, 2004

ON BEHALF OF THE COMPANY:

[Signature]

1/0 d

ON BEHALF OF THE UNION:

[Signature]

LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

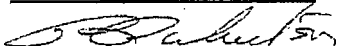
UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: Potential Loss of a Client

The Union agrees to enter into discussions with the Employer where the Company can demonstrate to the Union that there is a potential loss of a client. These discussions will explore all possibilities that will assist the Employer to maintain its client.

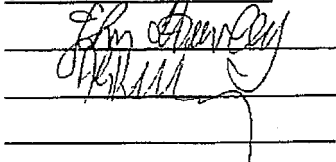
Dated this 5th day of June, 2004

ON BEHALF OF THE COMPANY





ON BEHALF OF THE UNION:



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