

Oct 7, 2008

COLLECTIVE AGREEMENT

Between

GARDA OF CANADA SECURITY CORP.
(FORMERLY ONTARIO GUARDS SERVICES INC.)

and

**UNITED FOOD & COMMERCIAL WORKERS
Local 206**

Effective: December 18, 2007
Expires: February 27, 2010



11091 (05)

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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 Garda of Canada Security Corp. ("the Company") recognizes the United Food & Commercial Workers, Local 206 ""the Union") as the exclusive bargaining agent for all persons employed as security guards ***on all sites in the Province of Ontario***, save and except persons covered by a current certificate issued by the Ontario Labour Relations Board to a bargaining agent other than the Union or other collective agreement, supervisors, persons above the rank of supervisors, client service representatives, sales staff, managers, dispatchers, central station operators, secretarial staff, clerical and office staff, casual employees and persons who are licensed under the *Private Security and Investigative Services Act 2005* and employed as private investigators.
- 2.02 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.
- 2.03 The parties agree that employees who are not in the bargaining unit shall not perform bargaining unit work except for the purpose of instruction, training, in cases of absence from the post when replacement by a bargaining member is delayed or is not reasonably possible or practical, emergency, such as flood or fire or other similar reason.
- 2.04 The parties agree that the Company shall not contract out the work except in cases where contracting out would 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.

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 in the Union or by the 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.
- 3.03 All copies of disciplinary notices shall be provided to the employee and a copy sent to the business agent of the Union. Employees will be required to sign disciplinary notices. This shall however only be to acknowledge receipt of the said notice and shall not in anyway be an admission of guilt.
- Written warnings and/or suspension notices shall be removed from an employee's employment record eighteen (18) months from the date of issue.
- 3.04 Employees may, with prior notice to the Company, review their employment records in the presence of a Company official.
- 3.05 The Company and the Union shall take all reasonable steps to maintain a working environment which is free from sexual and/or racial harassment.
- 3.06 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
 - (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.

3.07 For the purpose of this clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably 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.

3.08 Where an arbitrator concludes that Article 3.05 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 be engaged in any sexual or racial harassment conduct; or
- (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.

3.09 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 only.

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 (a) 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 on 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 fifteenth (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.

(b) 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 for the summer holidays only shall not have initiation fees deducted from their pay.

4.03 (a) The Company shall furnish the Union with a statement showing employees' names, social insurance numbers, amounts of union dues and initiation fees paid. Such statement shall accompany the remittances referred to in Article 4.02. The Company further agrees that it will supply all such information by way of diskette or e-mail, and hard copy, if so requested by the Union.

(b) The Employer agrees to supply the Union with the employees' addresses, postal codes and telephone numbers every six (6) months, if requested by the Union. The Company further agrees that it will supply all such information by way of diskette or e-mail, and hard copy, if so requested by the Union.

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 Agreement.

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.

4.07 The Company agrees to record the total union dues deductions paid by each employee on his/her T-4 income tax receipt.

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 the 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, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his/her 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 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 of the Ministry of Public Safety and Correctional Services regulations and policies as established under the ***Private Security and Investigative Services Act, 2005***.

ARTICLE 6 - DISCIPLINE OF PERMANENT EMPLOYEES

- 6.01 No permanent employee shall be discharged or disciplined without good and sufficient cause.
- 6.02 In cases of discharge or written disciplinary action, a permanent employee will be allowed the opportunity to have a Union Steward present as a witness. The employee may request that the Union Steward leave the meeting.
- 6.03 When an employee has given eighteen (18) months of service with no unsatisfactory documentation on file, the Company agrees that it will not rely upon, use, or make reference to, any prior disciplinary notices, at any future meetings.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company recognizes the right of the Union to select or appoint up to four (4) Stewards 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.
- 7.02 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.
- 7.03 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.
- 7.04 (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 a Union member during working

hours, provided that the Company has been contacted prior to and obtained the client's consent, if necessary and 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.

7.05 The Union will 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.

7.06 The privileges of the Steward to leave his/her work without loss of pay during regular business 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 trained 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 time-keeping 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, and;
- (f) the Steward or other members of the bargaining unit will not be

compensated by the Company for time lost while attending at negotiations, conciliation, mediation or arbitration hearings.

- 7.07 Unless mutually agreed otherwise, all meetings between Company officials and the Union shall be held between 8:00 a.m. to 4:00 p.m. on a Monday to Friday basis. Union officials or Stewards working hours of work other than 8:00 a.m. to 4:00 p.m. Monday to Friday and attending such meetings shall be without pay, unless otherwise authorized by the Company.
- 7.08 In the event an employee with an alleged grievance wishes to attend a grievance meeting with the Company, it shall be without pay unless the grievance is adjusted by the Company or an Arbitrator and also provided the employee lost work due to his/her attendance to such meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 (a) 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.
- (b) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) working days before the filing of the grievance.
- 8.02 It is generally understood than an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust the complaint.
- 8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

If, after registering the complaint with the supervisor and such complaint is not settled within five (5) calendar days or within any 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 General Manager or his/her designate within five (5) working days of the receipt of the reply in 8.03 above. The General Manager or his/her designate shall hold a meeting with the employee and Steward or

Union Representative within a further five (5) working days and shall communicate his/her position to the employee and the Union within three (3) working days of such meeting.

Step 2

If the matter is not settled, then within five (5) working days of the General Manager's or his/her designate's reply, the Union Representative may request a meeting with the General Manager or his/her 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 fourteen (14) working days after the Company receives notification from the Union that such meeting is desired. The Company shall communicate its position to the employee and the Union within three (3) working days of such meeting.

Step 3

The grievance shall be forwarded to the General Manager's or his/her designate, within five (5) working days of the decision at Step 2. A meeting shall be held within ten (10) working days of the receipt of the grievance and shall be between the General Manager and all parties concerned. Within ten (10) working days of said meeting, the decision shall be made in writing and sent to the Union office.

If final settlement of the grievance is not reached at Step 3 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 9 below at any time within ten (10) working days after the decision is given under Step 3.

8.04

Discharges

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 his/her designate within five (5) working days after the employee ceases to work with the Company.

Such special grievances 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.

8.05 All employees in the bargaining unit and employees who enter the bargaining unit shall be provided with a list of the Company's Rules and Regulations, and Conditions of Employment.

8.06 It is understood and agreed that an employee who has not completed his/her probationary period may be discharged at the Company's discretion and the Company need only show that it did not act in a manner that was arbitrary, discriminatory or in bad faith.

8.07 A terminated seniority employee shall be given the cause for dismissal in writing and the Union shall be provided with a copy of the letter of termination.

ARTICLE 9 - ARBITRATION

9.01 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 8 and which has not been settled may be referred to a sole Arbitrator selected or appointed by mutual agreement between the Company and the Union. Where the parties fail to agree upon a Arbitrator within five (5) working days, then the Minister of Labour for the Province of Ontario, shall appoint the Arbitrator.

9.02 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 Arbitrator hearing commences.

9.03 The decision of the Arbitrator shall be binding on the Union and the Company.

9.04 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 of this Agreement.

9.05 Each of the parties of this Agreement will bear the expenses of the

Arbitrator, on an equal basis.

ARTICLE 10 - MANAGEMENT GRIEVANCES, UNION POLICY GRIEVANCES

- 10.01 Any grievance instituted by the Company may be referred in writing to Union within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance and the parties or their designates shall meet within five (5) working days thereafter to consider the grievance. If final settlement of the grievance is not completed within five (5) working 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) working days thereafter but no later.
- 10.02 A Union policy grievance, which is defined as an 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 working days after the circumstances giving rise to such grievance occurred or originated.

ARTICLE 11- UNION/EMPLOYER MEETINGS

- 11.01 The respective members of the Union Bargaining Committee shall meet with the Company every six (6) months at 36 Scarsdale Road, Toronto, Ontario, to review the application of this Agreement and to discuss issues which are of concern to the Employer, the Union or the members.
- 11.02 The Union shall inform the Employer in writing of any changes to the names of the committee members. The Employer shall not have to recognize the committee members unless this procedure has been followed.

ARTICLE 12 - NO STRIKES - NO LOCKOUTS

- 12.01 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, sit down, 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.

- 12.02 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. If it is substantiated after an investigation that an employee aided, assisted or participated in any activity prohibited in this Article, the employee shall be subject to discharge.
- 12.03 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.
- 12.04 The Union acknowledges its obligation and its members' obligation under the Ontario Labour Relations Act to continue to work and perform their duties which shall include not honouring any picket lines at any location at which the Employer provides security services (subject to their own physical safety) during a strike by the client's employees.

ARTICLE 13 - SENIORITY

- 13.01 **Purpose**
- (a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in 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 its responsibility 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.
- 13.02 For purposes of this Agreement, the following definitions shall apply:

- (a) a "part-time employee" is one who regularly works twenty-four (24) hours or less per week, 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; and
- (c) The words "regularly work" shall be defined as follows:

Having averaged more, as in the case of full-time or less as in the case of part-time, twenty-four (24) hours per week in the past thirteen (13) weeks. Notwithstanding this formula, employees will not be reclassified to full-time or part-time if the increase or decrease of hours is due to vacations, maternity/parental leave, sick leave, leave of absence and W.S.I.B.

13.03 **Entitlement to Seniority**

An employee who is not a probationary employee shall have general seniority and, if the employee regularly works at a site, shall have site seniority.

13.04 **Probationary Employees**

- (a) An employee shall be considered as a probationary employee for their first ninety (90) calendar days 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.
- (b) In the case of 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, of which such the Union may arbitrate.
- (c) There shall be no responsibility by the Employer for the re-employment of a probationary employee who is laid off due to the provisions of Article 13.16 Layoff and Recall.

13.05 **General Seniority**

- (a) General 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) time worked as a part-time employee expressed as years, weeks, and days, as applicable, based on eight hour days, forty (40) hour weeks and fifty-two (52) weeks per year,

provided that there were no breaks in service between periods described in (i) and (ii) 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) General seniority shall be acquired once the employee has attained seniority status in accordance with Article 13.03 and it shall be retroactive to his/her first day of work.

13.06 In order to eliminate discrepancies which may occur related to employee's seniority, it is agreed that those employees whose seniority date is the same, seniority ranking will be by alphabetical order. This provision applies to the name of the employee on his/her hire date and not any subsequent name change which may occur for any reason.

13.07 **Site Seniority**

- (a) Site seniority shall be an employee's length of continuous service at a site.
- (b) For purposes of this Collective Agreement, a "site":
 - (i) is a workplace to which an employee is assigned;
 - (ii) may include a number of posts;
 - (iii) may include several buildings in the same municipality, covered by one contract with a client; and
 - (iv) may include a number of buildings or workplaces between which there is an interchange of staff.

13.08 Site seniority shall be acquired once the employee has attained seniority status in accordance with Article 13.03 and it shall be retroactive to his/her first (1st) day of work at a site.

13.09 For the purpose of determining site seniority in the case of employees who commenced work at a site on the same day, the employee with the greater general seniority shall be considered to have the greater site seniority.

13.10 **Preferential Seniority**

In the event of lay-offs, Union Stewards shall be deemed to have the greatest general seniority.

13.11 **Loss of Seniority**

Seniority rights of an employee shall be terminated and the employee shall be terminated from the employ of the Company for any 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) work 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).
- (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 part-time employees as defined in this Agreement, if the employee has not worked one (1) shift in a period of six (6) or more consecutive months;
- (f) absence from work for three (3) or more consecutive working days without notice and without reasonable excuse;
- (g) is retired; and
- (h) if the employee is unable or fails to renew his/her licence by the Ontario Provincial Police, under the Ministry of Public Safety and Correctional Service's regulations and policies as established under

the *Private Security and Investigative Services Act, 2005*.

- 13.12 Seniority shall be maintained and accumulated until it is lost under Article 13.11 above.
- 13.13 (a) For purposes of this Agreement, the absences provided by the Agreement, or otherwise authorized by the Employer, shall not constitute an interruption of service.
- (b) Any employee voluntarily transferred to a position outside the bargaining unit and within ninety (90) calendar days placed back into a bargaining unit position at the Company's discretion shall be reinstated with any seniority formerly accumulated up to the date of transfer, provided the employee has been continuously employed by the Company while outside the bargaining unit.
- (c) Transfers to a position outside the bargaining unit shall not occur more than once in any twelve (12) month period following the return of the employee to the bargaining unit.

13.14 **Seniority Lists and Employee Lists**

- (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 and, if applicable, current site and date of commencement of work at that 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, and classification where such exists. It is the employee's responsibility to inform the Employer and the Union of his/her address, postal code, home telephone number including area code.
- (b) The Employer shall prepare and maintain seniority lists.
- (i) a seniority list organized in order of general seniority.
- (c) All seniority lists shall be updated every six (6) months by the

Employer and each updated list promptly shall be:

- (i) sent by mail to the Union Office or representatives as designated by the Union;
 - (ii) made available to employees covered by this Agreement on the request of such employees attending at the Employer offices during regular business hours; and
 - (iii) made available to a Union representative at any time after making an appointment with the Employer.
- (d) A seniority list organized by site shall be prepared if requested by the Union.

13.15 A seniority list will be provided to the Union and posted at 36 Scarsdale Road Toronto, Ontario, for a period of thirty (30) days within one (1) month after the signing of this Agreement. The seniority list shall include the employee's name, classification, full-time or part-time status and date of hire. After such posting, the list shall become final as to the employee's 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 as agreed by the parties or subject to the Grievance Procedure if agreement is not established, otherwise the seniority dates of the employees designated on the list shall not be subject to the Grievance Procedure in the future.

13.16 **Layoff**

- (a) Whenever a reduction in workforce is necessary, the Employer shall first determine the site, classification and number of positions to be affected. Probationary employees shall be laid off first, then the Employer shall issue notice of lay-off to the employee(s) in the affected classification(s) with the least 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 normal requirements of the job into which he/she seeks to move.
- (c) A surplus employee shall have the right to displace an employee identified by the Employer in accordance with this Article. Where the Employer has identified more than one employee who may be

displaced, the surplus employee shall choose. However, where applicable, the surplus employee must choose a probationary employee if such employee:

- whose regular hourly wage rate, prior to the accrual of any applicable merit increases, are the same as, higher than, or as close as possible to that of the surplus employee; and
- whose number of regular hours of work per week are the same as, or as close as possible to, that of the surplus employee.

(d) When an employee has been declared surplus within the meaning of paragraph (a), the Employer shall identify employees in accordance with both of the following subparagraphs:

(i) the Employer shall identify the employee:

- who works at the site of the surplus employee;
- who has less site seniority than the surplus employee;
- whose job is in the same classification or the highest possible classification below that of the surplus employee; and
- who has the least site seniority in that classification; and

(ii) the Employer shall identify the three (3) employees with the least general seniority:

- who have less general seniority than the surplus employee;
- whose regular hourly wage rate, prior to the accrual of any applicable merit increases, are the same as, higher than, or as close as possible to that of the surplus employee; and
- whose number of regular hours of work per week are the same as, or as close as possible to, that of the surplus employee.

(e) A seniority employee displaced as a result of the exercise of rights under paragraph (d) by a surplus employee shall be entitled to exercise displacement rights under paragraph (d). However, no subsequently displaced employee shall be entitled to displacement

rights.

- (f) When lay-offs occur, the Union steward(s) shall be deemed to have the greatest site seniority.
- (g) In the event of a lay-off due to the loss of a site, the Employer shall find a new location for laid off employees according to their general seniority as soon as reasonably possible.
- (h) In the event of a lay-off due to the loss of a site, the provisions of this Article shall apply except no more than one (1) seniority employee may be displaced at any other one (1) site due to displacement rights, unless agreed upon by the Employer's client.
- (i) It is agreed by the parties that probationary employees shall not have displacement rights.
- (j) *New employees shall not be hired where there are employees on layoff able to perform the normal requirements of vacancies or new job positions.***

13.17

Notice of Layoff

- (a) An employee who has finished his/her probationary period shall be given notice in advance of the date of lay-off or 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 layoff shall be hand delivered to the affected employee 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.

13.18

Vacant or Newly Created Positions

- (a) Definition
 - (i) 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.

- (ii) It is understood that any position filled by a probationary employee that resulted from the posting procedure does not require to be re-posted if such probationary employee has his/her employment terminated or he/she quits while still a probationary employee.

(b) Notice of vacancies

All bargaining unit vacancies or newly created bargaining unit positions will be posted at 36 Scarsdale Road, Toronto, Ontario, for a period of five (5) full working days prior to the permanent filling of a vacancy. Employees are permitted to phone the office on a daily basis to enquire if any openings have been posted.

(c) Posting for vacancies

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. To be effective, the letter must be received before the expiry of the posting period.
 - (iii) employees with less than six (6) months general seniority are not eligible for job postings.
- (d) An employee's job shall not be considered vacant if the employee is absent from work because of sickness, accident or leave of absence.

(e) Posting of temporary assignment

Notwithstanding paragraph (d), where the Employer is advised in writing by a physician that an employee is to be absent from work because of sickness, accident, or leave of absence for more than thirty (30) working days, the job shall be posted as a temporary assignment and the provisions of this Article shall apply. Upon completion of the temporary assignment, the employee shall return to his/her former job.

(f) A job shall not be considered vacant if that job is created pursuant to a contract for services to be provided for a period of less than twenty (20) consecutive days.

(g) Notice of successful applicant

The Employer shall post on bulletin boards the name of the successful applicant not later than ten (10) working days following expiration of the posting period.

(h) It is agreed that the successful applicant for a posting shall not be permitted to reapply for another job for a period of six (6) months.

(i) All permanent assignments shall be paid at the regular hourly rate of pay of the site being assigned to.

(j) Subsequent vacancies

The job posting procedure provided for herein shall apply only to the original vacancy and the subsequent vacancy created by the filling of the original vacancy.

(k) The Employer may fill vacancies created following the exhaustion of the above provisions at its discretion including 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 general seniority. No employee shall suffer a loss of pay as a result of such a transfer.

(l) It is agreed by the Parties that a temporary vacancy that is caused due to the operation of Articles 13.11 (c) and 13.18 (b) and (i) shall be filled at the discretion of the Employer.

(m) Preferred Call-in List

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.

- (n) Nothing in this Collective Agreement shall be construed to mean a guarantee of employee shift preference i.e. day shift, afternoon shift or night shift.
- (o) Any employee that accepts work on a permanent basis at a site that is not within the scope of this Agreement, the provisions of this Agreement shall not apply to the employee.
- (p) Through the use of a list which may be signed by employees interested in appointments to other sites, the Employer may at its discretion transfer an employee to a vacancy to which the Employer has the right to appoint pursuant to paragraph (k) above before filling such vacancy with a new hire. As the vacancy being filled is the result of exhausting the posting procedure, the vacancy resulting from the requested transfer shall not be required to be posted and may be fill at the Employer's discretion. Employees transferred to other sites as outlined in this provision shall be paid the regular hourly rate of pay of the new site.

13.19 **Removal From Site**

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 nearest site within the bargaining unit, which has vacancy to which the Employer may appoint an employee, provided the site is accessible by public transportation or the employee has access to other suitable transportation, and
- (b) 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 a site is a disciplinary penalty permissible only where the Employer can substantiate that it did not act in a manner that was arbitrary, discriminatory or in bad faith.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 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 of 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. Leave of absence requests shall not be unreasonably denied.
- 14.02 Any permission for leave of absence must be given in writing.
- 14.03 Stewards shall be granted unpaid leave of absence without loss of seniority to attend conventions or other official Union business. Such leave shall be limited to a maximum of two (2) Stewards on leave at any one time and a written request for the leave must be submitted in writing to the Company at least one (1) week prior to the start of such leave.
- 14.04 An employee returning from a leave of absence will, upon his/her return to work, be assigned to the classification, hours of work, shift and scheduled days off that he/she enjoyed prior to his/her leave of absence, or a similar position, provided such position or similar position is still available in the organization and his/her seniority allows him/her to obtain said position.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 (a) 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,
- (b) Week commences 12:01 a.m. Sunday to the Saturday midnight following.
- (c) Upon scheduling employees to fill weekly shifts, the Company will give preference to the most senior employee willing to work the shift.
- (d) Part-time employees are defined as those working twenty-four (24) hours per week or less.
- (e) Full-time employee shall have seniority over part-time employees.
- (f) Part-time employees becoming full-time employees shall be credited with one-half (1/2) of their part-time service as full-time.
- (g) Full-time employees shall have the opportunity to maximize their

hours up to forty-four (44) hours per week, in accordance with seniority, before part-time employees and/or employees from other sites are scheduled to work

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

15.03 **Overtime**

- (a) 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.
- (b) Overtime shall be worked on a voluntary basis and offered by seniority.
- (c) Notwithstanding Article 15.03 (a), the Employer will attempt to ensure that an employee will not be required to stay in excess of his/her shift in the event his/her replacement does not report for work. However, the employee will not leave his/her post until a replacement is found.
- (d) Where the employee is required to stay on post in accordance with Article 15.03 (c), the employee will be paid at rate of one and one half (1-1/2) times the employee's regular hourly rate only where 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 by a replacement who failed to report for work. There shall be no pyramiding of overtime pay rates and holiday pay rates.

15.04 **Breaks**

The Company recognizes the desirability of breaks during the working shift(s) of its employees. To the extent that the staffing and scheduling allow, employees will be provided with breaks. However, it is understood that a client's premises must never be left unattended for the purpose of taking a break.

15.05 **Temporary Transfers**

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.

- 15.06 Notwithstanding any other provision in this Agreement, an employee will not leave his/her post until a replacement has reported to the post. The Company will attempt to make every reasonable effort to find a replacement employee as soon as possible, after being notified that an employee is unable to report for work.
- 15.07 An employee is said to be at work when he/she is at the disposal of his/her Employer on the work premises and obliged to wait for work to be assigned to him.
- 15.08 **Call-In Pay**
- 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 with a higher amount. The provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.
- 15.09 Whenever the Employer requires that an employee participate in a training period, the employee shall be paid as if he/she were at work.
- 15.10 Insofar as possible, the Vice President or his/her authorized representative shall strive to grant changes in shifts between two (2) employees, all subject to the following conditions:
- (a) that the change be requested in writing on a form to this effect, supplied by the Employer and signed by the two (2) employees concerned, at least three (3) days in advance;
 - (b) that the change does not lead to the payment of overtime;
 - (c) that the change does not hinder operations; and
 - (d) that all debits or credits in salary caused for any reason whatsoever (for example: lateness, or holiday pay) shall be charged to the employee who is actually doing the work.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 For the purpose of this Agreement, the following days will be recognized as holidays:
- | | |
|---------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |
- 16.02 The Company will pay each active employee who has been employed by the Company for a period of three (3) months his/her normal shift pay at his/her regular hourly rate for each such holiday provided that the employee works his/her full scheduled shift immediately preceding and immediately following the holiday unless excused in writing from doing so by the Company or is absent due to reasonable cause. In addition, an employee having agreed to work on the holiday and who, without reasonable cause fails to report for and perform the work shall not be entitled to the paid holiday.
- 16.03 If any of the holidays fall within an employee's vacation period, the employee shall receive another day off with pay following his/her vacation. The Company may agree to grant the lieu day off immediately preceding the vacation period.
- 16.04 An employee who performs work on a holiday listed in Article 16.01, will be paid time and one half (1 1/2 x) for all hours worked on such holiday, in addition to any pay that he/she may be entitled to in Article 16.02.
- 16.05 (a) An employee who is laid off or who is on a leave of absence, sick leave [except under conditions (b) below or on W.S.I.B.] shall not be eligible to receive holiday pay for those holidays occurring during the periods of absence.
- (b) Full-time employees off due to serious health problems (i.e.: hospital stay of sickness, minimum time off three (3) days, maximum time off ten (10) working days) shall receive Holiday Pay at straight time for any statutory holiday that occurs within this time frame. The employee must provide a doctor's note or other acceptable proof of hospital stay, if requested.
- 16.06 Employees of religious minority groups shall have the right to be absent

from work on their religious holidays without pay. The employee must advise the Employer twelve (12) months in advance, in writing, of the specific holiday.

ARTICLE 17 - PAID VACATIONS

- 17.01 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 as of June 1 of each year shall be entitled to two (2) weeks' vacation at four (4) percent of his/her gross wages.
 - (c) An employee with five (5) years or more continuous service with the Company shall be entitled to three (3) weeks' vacation at six percent (6%) of his/her earnings.
 - (d) An employee with ten (10) years or more continuous service with the Company shall be entitled to four (4) weeks' vacation at eight percent (8%) of his/her gross earnings.
- 17.02 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 the purpose of vacation scheduling, seniority shall be the guiding factor provided the operation runs efficiently.
 - (ii) No more than one (1) employee per site may take his/her vacation during the same period, unless the Manager in his/her discretion allows a greater number, dependent solely upon service need.
 - (iii) An employee entitled two (2) weeks of vacation and wishes to take consecutive weeks of vacation at any one time, the Employer will endeavour, wherever possible, to schedule two (2) consecutive weeks of vacation time off, provided it does not interfere with the scheduling of the work force. Such requests shall not be unreasonably denied.
- 17.03 An employee who leaves the service of the Company shall be given the

vacation pay which he/she was entitled at the time he/she left the service of the Company.

- 17.04 Vacation time is not cumulative and must be taken by the conclusion of the vacation year.
- 17.05 Requests for vacation time and vacation pay shall be made in writing to the Company's Operations office at least five (5) 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. No changes shall be made to an employee's scheduled vacation unless mutually agreed upon.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01 In the event of the death in an employee's immediate family, the employee will be granted a leave of absence to a maximum of three (3) days, with pay. The Company may, at its discretion, request proof of death.
- 18.02 For the purpose of Article 18.01, the term of "a member of an employee's immediate family" shall mean spouse as defined by law, child, father, mother, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law and step child(ren).
- 18.03 In the event of a death of the employee's aunt, uncle, brother-in-law, or sister-in-law, an employee will be granted two (2) days' leave with pay. The Company may, at its discretion, request proof of death.
- 18.04 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 19 - JURY AND COURT DUTY

- 19.01 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, providing that he/she signs over to the Company any jury duty fee or witness money he/she has received from the Court.

- (a) 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/her regularly scheduled shift.

- 19.02 An employee called to serve as a juror or as Crown witness must inform his Employer as soon as he/she receives the subpoena and the Employer will reimburse him/her the difference between his/her jury or witness duty fee, and his/her regular wages. Said employee will be paid as if he/she had worked for time spent during regularly scheduled work days for the employer. An employee shall suffer no loss of wages while serving as a subpoenaed Crown witness or for jury duty during regular working hours, if selected.
- 19.03 Employees required to attend court on their scheduled day off, arising from the performance of their duties, shall be paid their regular hourly rate for all hours the employee is required to be in court.

ARTICLE 20 - MEDICAL BENEFITS

20.01 *The Company agrees to pay one hundred percent (100%) of the cost of the monthly premium for medical benefits and as outlined below for dental benefits, including applicable taxes for the Group Benefit Plan as outlined in Schedule "A" hereto attached and forming part of this Agreement.*

***Dental Only: Effective April 1, 2009 – 50%
 Effective February 28, 2010 – 100%***

- 20.02 Only full-time, actively employed employees with three (3) months' continuous service with the Company shall be eligible for the Group Benefit Plan.
- 20.03 The Company may change the insuring carrier at its discretion provided the level of benefit coverage is not reduced.
- 20.04 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.
- 20.05 The Company will not incur any liability or cost with respect to the payment or non-payment of claims by the insuring carrier and the Company's obligation is restricted only to the premium amount as outlined in Article 20.01.

20.06 Employees must complete all necessary enrolment documents required by the insuring carrier upon being eligible for the Group Benefit Plan.

20.07 In all matters of administration and interpretation, reference will be made and judgement taken from applicable insurance regulations and contract with the insuring carrier including but not limited to exclusions, maximums, etc

20.08 Sick Leave

(a) Each full-time employee who has completed one (1) year of service with the Employer 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/her normal rate of pay. Each full-time employee with five (5) or more years of service as of May 1, 2008 shall be entitled to five (5) days' sick leave per calendar year in accordance with the above.

(b) To be entitled to payment pursuant to this Article, the employee may 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.

(c) 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. 2000, c. E. 14, as amended, the Employer shall continue all benefits as provided for in Article 20.

20.09 Pension

Effective on date of ratification, the Employer agrees to contribute for each employee who has at least twelve (12) months' seniority with the Employer, an amount equal to one percent (1%) of such employee's gross wages (excluding vacation pay and sick pay) into a Group RRSP which shall be administered by the Employer. Such amounts will be remitted on a monthly basis. The employee will have the option of matching or exceeding the Employer's contribution by way of payroll deduction.

Effective February 1, 2008, two percent (2%).

20.10 Education, Health and Welfare Plan

Effective February 1, 2008, the Employer shall contribute one cent (\$0.01) per hour for all hours worked by employees into the UFCW Education, Health and Welfare Plan.

ARTICLE 21 - HEALTH AND SAFETY

21.01 The Employer shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Employer in maintaining proper observation of all safety and health rules.

21.02 Further, the parties recognize their duty to comply with all applicable provisions of the Occupational Health and Safety Act.

21.03 The Company shall provide a paid four (4) hour training course for one selected member of the Union, consisting of a series of six (6) videos and consultation with a certified member of management staff to answer any questions. Under no circumstances shall this member visit other client premises with regard to occupation health and safety, as his/her scope is limited to the site he/she is assigned to.

21.04 Due to the nature of the business of contract security, any member of the bargaining unit may notify the Company or the Union of any alleged safety violation or circumstance on the Client's premises. However, both parties must recognize that neither the Company nor the Union own or manage a client's premises. Any health and safety concerns received by a representative of the Union must be relayed in writing to the Company for further investigation and if necessary, reporting to the client.

21.05 **Payment for Injured Employees**

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.

ARTICLE 22 - NOTICE OF CLIENT CONTRACTS

- 22.01 Within fifteen (15) days of the termination or failure to renew an existing contract for services between the Employer and a client at a site for which the Union is the agent in accordance with Article 2, the Employer shall advise a Union officer, to be identified by the Union, of:
- (a) the site(s) affected;
 - (b) the date upon which services to those site(s) will cease; and
 - (c) the names of employees regularly assigned to the affected site(s).

ARTICLE 23 - BULLETIN-BOARDS

- 23.01 The Company agrees to permit the Union to forward notices of meetings and other Union business and affairs in a pay cheque provided by the Company. It is agreed that all such notices before being inserted must first be approved by the General Manager or his/her designate.
- 23.02 All such notices must be signed by a Union officer.
- 23.03 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.

ARTICLE 24- UNIFORMS

- 24.01 (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 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.

(b) The following items of uniform will be supplied to the employee and will be kept in good state of repair:

- (i) one (1) parka or raincoat, if required
- (ii) one (1) blazer or semi-military tunic
- (iii) two (2) pairs of slacks or skirts
- (iv) one (1) hat if required
- (v) one (1) belt
- (vi) two (2) ties
- (vii) three (3) shirts for full-time employees who have completed probation and two (2) shirts for part-time employees
- (ix) one sweater (where required)
- (x) one bullet proof vest (where required)
- (xi) safety vest (where required)
- (xii) one duty belt (where required)
- (xiii) flashlights and batteries (where required)**
- (xiv) key caddies (where required)**

Each employee shall be required to sign a Uniform Set-Off Agreement whereby the Company will be authorized to set off against and deduct from severance pay or any other payment which may be owing by the Company to the undersigned upon cessation of employment, up to a maximum of three hundred and fifty dollars (\$350.00) for the cost of replacement or repair of the undersigned's uniform if the undersigned fails to return to the Company his/her uniform, in a condition of reasonable wear and tear.

(c) The employee will be responsible for providing the following articles such as footwear and black socks. 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 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.

24.02

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

- 24.03 Effective the first year of the Collective Agreement and on completion of the probationary period, the Company shall pay all costs of annual renewal for the personal licensing required under the *Private Security and Investigative Services Act, 2005* as amended. The cost of renewal shall be divided by fifty-two (52) weeks and will be reimbursed on a bi-weekly basis.
- 24.04 ***Where the Company dictates that safety boots/shoes*** are to be worn on the client's premises, the Company will annually reimburse those employees for the purchase of ***safety boots/shoes***, upon proof of requirement and under the following conditions:
- (a) within two (2) months of such purchase;
 - (b) upon submission of a receipt; and
 - (c) up to an amount of eighty dollars (\$80.00)
 - (d) Probationary employees will be reimbursed only upon completion of their probationary period.

ARTICLE 25 - LEGAL PROTECTION

- 25.01 An employee charged with, but not found guilty of, a criminal or civil 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.
- 25.02 Notwithstanding Article 25.01, the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described Article 25.01 where the Court, instead of convicting the accused, grants him/her an absolute discharge.
- 25.03 Notwithstanding Article 25.01, the Employer may refuse payment otherwise required by Article 25.01, 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.
- 25.04 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 defence of such an action.

25.05 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 26 - RATES OF PAY

26.01 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 federal Goods and Services Tax payable and equipment costs) 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 seventy percent (70%) 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 26.04 below;
- (d) "Actual wage rate" means an hourly wage which is in fact paid by the Employer in accordance with this Agreement.

26.02 For special events as defined in this Agreement, the maximum basic wage rate shall be \$16.00.

26.03 In the event that a client contract provides for wage rates greater than the basic wage rate, the actual wage rates payable by the Employer shall be the wage rates set out in the client contract.

26.04 The wage rates paid to individual security guards, at work on the effective date of the increase, shall be increased by the following:

Effective February 28, 2008 * - \$0.20 per hour
Effective February 28, 2009 * - \$0.30 per hour

**** closest pay period to February 28th***

In the event that an employee's actual wage rate is over and above the noted rates of pay, the increase provided in Article 26.04 shall apply.

The above noted increase is in addition to any increase to the minimum wage.

For the purpose of clarity, the following shall apply to wage rates:

Effective:

Date of Ratification - Current rate of pay

February 28, 2008 - Current rate of pay plus 20¢ per hour

March 31, 2008 - Minimum Wage \$8.75 + 20¢ = \$8.95 per hour

February 28, 2009 - Current \$8.95 + 30¢ per hour = \$9.25 per hour

March 31, 2009 - Minimum Wage \$9.50 + 30¢ per hour = \$9.80 per hour

26.05 In the event that a client contract provides for wage increases which exceed those increases set out Article 26.04, the wage increases in the client contract shall prevail and the increase provided by Article 26.04 shall not apply.

26.06 In the event that an increase to an employee's actual wage rate due to the implementation of Article 26.01 (c) exceeds the increase provided for in Article 26.04, the increase provided by Article 26.04 shall not apply.

26.07 Classifications

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

(a) Security Officers shall be paid in accordance with Articles 26.01 to 26.04 inclusive;

(b) in the event that bargaining unit employees are assigned to a classification other than security officer or site supervisor, the Parties shall determine wage rates in accordance with Article 26 of this Agreement.

26.08 Verification

In order to verify hourly bill rates for the purpose of enforcing the terms of this Agreement, 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; or
- (b) on agreement of the parties, an independent professional accountant, mutually agreed upon by the parties, shall review client contracts, regular hourly bill rates and actual wage rates in order to ensure compliance with this Article and provide an audit report to the parties. The fees and expenses of this accountant shall be paid by the Employer.

26.09 Where it becomes necessary to increase a wage set out in this Agreement for recruitment purposes, the Employer shall obtain the Union's consent prior to doing so.

ARTICLE 27 - DURATION

27.01 ***This Agreement shall become effective 18th day of December, 2007 and shall continue in effect up to and including the 27th day of February, 2010***, 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 given not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry of this agreement, and shall stipulate which articles of this Agreement are proposed to be modified, amended or terminated.

DATED AT TORONTO, ONTARIO, THIS ____ DAY OF _____, 2008

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

UNIFORM SET-OFF AGREEMENT

In accordance with Article 24.01 (f) of the Collective Agreement between Garda of Canada Security Corp. (formerly the Ontario Guard Services Inc.) [the "Company"] and United Food & Commercial Workers, Local 206 [the "Union"], the undersigned hereby authorizes the Company to set off against, deduct from, or make a claim against any wages, vacation pay, termination pay, severance pay, or any other payment which may be owing by the Company to the undersigned upon cessation of employment, up to a maximum of three hundred and fifty dollars (\$350.00), for the cost of replacement or repair of the undersigned's uniform if the undersigned fails to return to the Company his/her uniform, in a condition of reasonable wear and tear.

The undersigned hereby acknowledges that he/she, at all times, shall have exclusive access to and responsibility for the uniform assigned to him/her by the Company.

DATED this _____ day of _____, 20____

EMPLOYEE

"SCHEDULE A"**GARDA SECURITY GROUP INSURANCE FOR FIELD STAFF****LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

You will be insured for \$20,000 plus \$15,000.00 for Accidental Death and Dismemberment Insurance. Employees with dependants will also have their spouses insured for \$2,000.00 and each eligible dependant child insured for \$1,000.00. Over 65, Life, Accidental Death and Dismemberment is \$7,500.00. You must be under 65 years old to be eligible for the Group Insurance. Seventy and over, there is no coverage.

Your dependent coverage will commence on the same dates as your coverage if you request dependant coverage with your application and, are eligible for dependant coverage. Adding dependants must be in writing within 30 days after you acquire the Dependant, otherwise, evidence of your dependant's good health may be required. Benefits for children commence 14 days after birth if you have dependant coverage. Please notify Human Resources of new dependants.

You must work 24 hours per week at a permanent assigned site in order for your benefits to be active. Please check with Human Resources to confirm your eligibility prior to using the Group Insurance.

MAJOR MEDICAL AND HOSPITAL BENEFITS - This benefit covers many of the expenses which are not covered by OHIP.

There is no deductible and the plan will cover 80% of eligible expenses. There is a maximum of \$2,000.00 FOR prescription drugs per calendar year, per family. A brief list of covered expenses is provided below.

- Prescription Drugs -- 80% coverage
- 30 day maximum per prescription
- Private duty nursing (\$10,000.00/yr)
- Travel Assist Benefits
- Ambulance service
- Semi-Private room -- 80%
- Artificial limbs, eyes and, prosthetic devices
- Wheelchairs
- Braces, crutches, orthopaedic shoes
- Hearing Aids (\$500.00 every 4 years)
- Paramedical Services (includes Physiotherapy - \$500.00 per year with a \$25.00 deductible.

DENTAL BENEFITS

Your Dental Plan will cover 80% of Basic and Preventative services. There is no deductible. However, there is a \$1,000.00 calendar maximum per person. Claims will be paid in accordance with the Current Dental Fee Schedule. Any dental claims which are expected to exceed \$200.00 should be submitted to Great-West Life for pre-determination before any dental work is started. A list of covered expenses is provided below.

Basic and Preventative Expenses (covered at 80%)

- Endodontics (root canals)
- Periodontics (gum disease)
- Oral Examinations
- X-rays
- Oral Hygiene instruction
- Scaling & Polishing teeth
- Fluoride treatments (for children)
- Fillings
- Extractions
- Space Maintainers for children
- Diagnostic procedures
- Anaesthesia
- Consultations
- Re-lining, re-basing and repairing of dentures

VISION CARE

Maximum \$175.00 every eighteen (18) months for employees and their eligible dependents.

TRAVEL INSURANCE

If you are planning on travelling outside the Province of Ontario, call Human Resources for a travel booklet. You must have the booklet when travelling.

Should you have any further questions, please call Human Resources.

Revision Date: March 2007

LETTER OF UNDERSTANDING

Between **GARDA OF CANADA SECURITY CORP.**
(Formerly Ontario Guard Services Inc.)

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: 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 part and parcel of this Collective Agreement from December 18, 2007 and expiring February 27, 2010.

Dated this ____ day of _____, 20__

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

