

COLLECTIVE AGREEMENT

BETWEEN:

GARDA SECURITY GROUP INC.
(hereinafter referred to as the "Employer")

30/03/2007 AND:



UNITED STEELWORKERS
OF AMERICA
(hereinafter referred to as the "Union")

13694(01)

Effective: December 1, 2004

Expiry: November 30, 2007

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ARTICLE 1: PURPOSE OF THE AGREEMENT

- 1.01** Recognising that stable, effective operations contribute to providing quality security services to clients and that the welfare of the Employer and that of its employees depends on the welfare of the business as a whole and recognizing further that a relationship of good will and mutual respect between the Employer and employees can contribute greatly to the maintenance and increase of that welfare, the Parties to this contract join together in the following Agreement.
- 1.02** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide the mechanism for the prompt and equitable disposition of Grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.
- 1.03** Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.04** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.
- 1.05** The Union acknowledges that the employer and employees are required to comply with the Private investigators and Security Officers Act, R.S.O. 1990.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01 As per OLRB certificate issued June and/or July 2001.
- 2.02 (a) The parties agree that "supervisors" mean patrol supervisors/dispatchers or patrol supervisors and other persons who exercise managerial functions within the meaning of section 1(3) of the Labour Relations Act, R.S.O. 1990, c. L.2, as amended.
- (b) Positions created by the employer, shall automatically be included in the bargaining unit unless specifically excluded pursuant to Article 2.01.
- 2.03 The parties agree that only employees who are in the bargaining unit will perform bargaining unit work except:
- a) as otherwise provided in this Agreement;
 - b) for the purpose of instruction; and/or
 - c) **as** an ancillary part of their function, security guard work only:
 - i) at sites at which only patrol and inspection checks are required;
 - ii) in cases of emergency, such as flood or fire or another similar reason: or
 - iii) in other circumstances for not more than three (3) consecutive hours-or ending as soon as possible thereafter.

Notwithstanding Article 2.02 and 2.03, persons designated as a supervisor by the Employer shall **be** excluded from the bargaining unit and shall be

entitled to perform such bargaining unit work as is necessary, provided that:

(a) in the case of security officers, the number of supervisors assigned to a site (which may include a number of posts) shall be in the following proportion to the number of hours per week regularly worked at a site:

<u>Number of hours</u>	<u>Number of supervisors</u>
0 to 208	0
209 to 528	1
529 to 1056	2
1057 to 2156	3
2157 to 4356	4
4357 to 6336	5
6337 to 8800	6

Over 8800, one for each additional 2200 hours add one supervisor

(b) Any and all ratios regarding current number of supervisors and employer who are designated as supervisors at existing sites in effect immediately proceeding ratification shall be red circled and not **subject** to the ration set out in paragraph (a) above.

CONTRACTING OUT

2.04 The Employer agrees not to contract out any bargaining unit work except in cases where contracting out would not result in the loss of any bargaining unit jobs, in the failure to recall an employee on the recall list with respect to a site within a forty (40) kilometer radius of the previous site or to the employee's

residence whichever is closest of the laid off employee, nor in the loss of any hours regularly worked by employees in the bargaining unit immediately prior to the time of the contracting out.

EMPLOYEES OBLIGATIONS

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

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

SPECIAL EVENTS

2.07 For the purposes of this Agreement, "special events" are defined as:

- (a) contracts between the Employer and a client to provide services for a period of not more than sixty (60) calendar days and may include seasonal, sport, cultural, educational and commercial events, exhibitions, trade shows, fairs and political conventions; or
- (b) contracts between the Employer and a client to provide services during a strike by a client's employees for a period of no more than six (6) months.

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

STRIKES AND LOCK-OUTS

2.09 In the event of a strike or a lockout at a clients site involving the client's employees, Security Officers assigned to the site shall be paid at the highest client-dictated rate, if applicable, for no more than the duration of the strike, where possible and subject to client approval.

2.10 Security Officers displaced as a result of a strike or a lockout at a clients site involving the client's employees, will be placed in accordance with Article 12 at the nearest geographical site and shall have their wage maintained or they shall be paid at the wage rate of the specific site to which they are assigned, if higher. It is further understood that the affected employees will be returned to their original site when the labour dispute is over.

ARTICLE 3: NO STRIKES OR LOCK-OUTS

3.01 The Employer agrees that, during the term of this Agreement or any extension thereof, it will not cause or direct any lock-outs of its employees and the Union agrees that during the lifetime of this Agreement or any extension thereof, there will be no strike, picketing, slow down or stoppage of work, either complete or partial.

3.02 It is understood and agreed that employees covered by this agreement shall not honour any picket lines at any locations for which the Employer provides security services. The Union and its members acknowledge its obligations under the Ontario Labour Relations Act to continue to work

and perform their duties and discharge them faithfully during a strike by the employees of the Employer's clients.

ARTICLE 4: RELATIONSHIP

4.01 The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin.

4.02 The Employer and Union agree to observe the provision of the Ontario Human Rights Code, R.S.O. 1990, ch.19, as amended and where applicable, the Canadian Human Rights Code.

4.03 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its lawful activities.

RESPECTFUL WORK ENVIRONMENT

4.04 The Parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).

Where an individual has legitimate cause for concern in relation to the above, he or she may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of

the complaint, the receiving party shall advise the other party in writing of said complaint.

Thereafter, the **parties** shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within seventeen (17) days of the filing of the complaint.

Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.

ARTICLE 5: ANTI-SEXUAL & ANTI-RACIAL HARASSMENT

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

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

- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) implied *or* expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for *refusal to* comply with a sexually oriented request; or

- (d) repeated sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

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

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

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

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

EMPLOYMENT EQUITY

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

5.07 The Company and the Union agree that all supervisors, stewards, unit and local Union executive shall receive joint training in Racial and Sexual Harassment. The Company agrees to pay for all lost time and the Union agrees to provide the instructors and course materials.

ARTICLE 6: MANagements RIGHTS

6.01 The Union acknowledges that, except as modified by any other article of this Agreement, it is the exclusive function of the Employer to manage and direct its operation and affairs.

6.02 Without restricting **the** meaning of the above paragraph, the Union recognizes the Employer's right:

- a) to maintain order, discipline and efficiency among employees;
- b) to make, alter and enforce fair and reasonable *policies*, rules and regulations to be observed by employees;
- c) to hire, direct, classify, establish qualifications, transfer, promote, demote, assign and lay-off employees;
- d) to reprimand, suspend, discharge or otherwise discipline for just cause. However, in the termination of employment of a probationary employee, it is recognized that the Employer need only show that it did not act in a manner that was arbitrary, discriminatory or in bad faith; and
- e) without the generality of the foregoing, to manage its operations, determine the kind of operations, the methods of execution, the work schedule, and to decide on expansion, cutbacks, or the termination of operations *in* compliance with the provisions of this Agreement.

ARTICLE 7: UNION SECURITY

- 7.01** It shall be a condition of employment that every employee become and remain a member of the Union in good standing. Every new, rehired and recalled employee must become a member of the Union on the date of hire, rehire or recall.
- 7.02** The Employer shall deduct Union dues including where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employees covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 7.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A," Toronto, Ontario, M5M 1V7. A copy of the Dues Remittance Form R-115 will also be sent to the United Steelworkers of America, 25 ~~Carl~~ Street, Toronto, Ontario, M5T 1N1.
- 7.04** The remittance and the R-115 form **shall** be accompanied by a statement containing the following information:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (b) A list of the names of all employees from whom no deductions have been made;
 - (c) This information shall be sent to both Union addresses in such form as shall be directed by the Union to the Employer.

- 7.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of **any** action taken by the Employer in compliance with this Article. Where an error results *in* the employee being in arrears for the amount of dues deductions, the arrears shall **be** debt owed by the employee to the Union. Where, however, the employee owing such a debt remains in the employ of the Company, recovery is to be made **by** deducting one additional deduction each two (2) week pay period in **an** amount not to exceed the established pay period deduction until arrears are recovered in full. Where an error results in the over deduction of **dues**, the Company **shall** have no liability to the Union or the employee for such an error,
- 7.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues, charitable deductions paid by each employee during the previous year.

ARTICLE 8: UNION REPRESENTATION

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

- 8.03** The authorized Union representatives, stewards and officers shall be recognized by the Employer as the official representatives of the employees.
- 8.04** The Union shall inform the Employer in writing of the names **of** the authorized stewards and **officers** and the Employer will not be obligated to recognize **such** Stewards and Officers until it has been so notified.
- 8.05** Subject to operational requirements and with prior management approval, stewards, authorized representatives and **officers** shall be granted reasonable time during working hours to perform their duties without **loss** of pay. Such granting shall not be unreasonably withheld.
- 8.06** If an authorized representative, who is not employed by the Employer, wants to **speak** to local union representatives and/or a union member about a grievance or other official business, he/she shall advise the Manager or his/her designated representative, who shall then call the local union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with normal operations.

UNION LEAVE

- 8.07** Subject to operational requirements, employees who have **been** selected to work in an official capacity for the Local or International Union shall **be** entitled to a Leave of Absence for the period during which they are performing their duties. A request will be made in writing to the Branch Manager with a copy to the Operations Manager of the Employer at least ten (10) working **days** before the leave is to commence, stating the date **of**

commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.

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

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

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

- 8.10** The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee along with representatives of the Union for the purposes of negotiations.
- 8.11** The Union shall endeavor to notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) working days in advance of such leave taking place.
- 8.12** Employees taking leave of absence pursuant to Articles 8.07 and 8.09 shall be paid in accordance with Article 18.04 of this Agreement,
- 8.13** An employee who is absent under Article 8 shall continue to accumulate his/her seniority during his/her absence.
- 8.14** The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twenty-five (25) or greater proportion thereof.
- 8.15** Each steward must be an employee of the particular Employer to which he or she refers labour relations matters, concerns, grievances or disputes on behalf of one or more employee of the Employer. It is further understood by the Parties that Union Officers (excluding stewards) and/or Local Union Executive regardless of their employers may on occasion where required handle the above-noted matters.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.

9.02 It is generally understood that an employee has no complaint or grievance until he/she, either directly or through the **Union**, has first given his/her immediate supervisor an opportunity to adjust the complaint.

9.03 If, after registering the complaint with the supervisor and such complaint is not settled within five (5) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

STEP ONE

The grievance shall be **submitted** in writing to the Sectional Accounts Manager (SAM) either directly or through the Union. The (SAM) shall meet with the employee and the employee's Union steward within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance. The S.A.M. shall within a further five (5) working days give his/her answer on the grievance form and return it to the Union.

STEP TWO

If the grievance is not resolved at Step One of the grievance procedure, the grievance will be submitted to the Regional Accounts Manager (RAM), Operations Manager-Ontario Division or their designate, within ten (10) working days who shall confer with the *grievance* committee immediately thereafter. A staff representative of the Union may also be involved in any

discussions with the R.A.M. The R.A.M. will render a decision within ten (10) working days following discussion with the grievance committee.

- 9.04 The Employer shall not be required to consider any grievance which is not presented within twelve (12) working **days** after the grievor or the Union first became aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered directory and not mandatory.
- 9.05 Should final settlement of the grievance not be reached and no written request to arbitrate **be** sent by facsimile or registered mail within the forty five (45) working **days** following receipt of the Employer's response under step three, the grievance shall be deemed withdrawn.
- 9.06 Employer grievances **will** be submitted directly to the *servicing* Staff Representative in the respective area.
- 9.07 All time limits in this Article may **be** extended by mutual agreement of the parties.
- 9.08 The Union agrees that all correspondence from the union shall **be** on official letterhead.
- 9.09 All group grievances shall be submitted at Step 2 and all Policy grievances shall be submitted at Step 2 within the time limits contained in Article 9.04.

- 9.10 Where stewards are required to attend meetings with the Employer outside of his/her regular hours of work, such time spent shall be considered time worked,

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

- 10.01** A claim by an employee that he/she has been discharged or suspended without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Human Resources Manager within ten (10) working days after the employee receives notice that he/she has ceased to work for the Employer. Such grievance shall be processed in accordance with Article 9 except that the grievance shall proceed directly to Step 2 as described in Article 9.03. Where no representation has been provided during a suspension or discharge, the Employer will send a copy to the Local Union notifying of the suspension or discharge before the end of the next business day. Failure on the part of the Employer to provide a copy however shall not void the suspension or discharge.
- 10.02** An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose his/her seniority.
- 10.03** When an employee has been disciplined, he/she shall have the right to interview his/her Steward for a reasonable period of time before leaving the work site. Where such meeting cannot take place at the work site, such meeting shall take place at the Employer's premises immediately after being disciplined. The Employer will ensure that representation is offered.

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

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

ARTICLE 11: ARBITRATION

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

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

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

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

11.05 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.

11.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.07 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 12: SENIORITY

12.01 (a) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in the cases of vacancy, lay-off and recall after lay-off, the senior employee, as defined in this Agreement, shall be entitled to preference in accordance with this Article.

(b) In recognition, however, of the responsibility of the Employer for the efficient operation of the Employer's business, 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 by the Employer that the employee, after a reasonable period of on-site training if required, could not fulfil the requirements of the job or would not possess the necessary qualifications to fulfil the requirements of the job.

12.02 For the purposes of this Agreement, the following definitions shall apply:

(a) a "part-time employee" is one who regularly works twenty-four (24) hours per week or less, unless otherwise provided for in this Agreement;

- (b) a "full-time employee" is **one** who regularly **works** more than twenty-four (24) hours per week;
- (c) a "floater" **is** an employee who is not assigned to a posted job and who must be available to:
 - (i) replace employees who are absent;
 - (ii) work special events as defined herein;
 - (iii) temporarily fill vacancies pending posting procedures.
- (d) in sub-paragraph (a) and (b) above, the number of hours which an employee "regularly works" shall be the average number of hours worked in the previous thirteen **(3)** week period, which period shall not include weeks not worked due to **sickness** or **an** approved leave of absence. Employees identified above shall acquire seniority **as** provided in section 12.05 of this Article.

ENTITLEMENT TO SENIORITY

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

PROBATIONARY EMPLOYEES

12.04 An employee **shall be** considered as a probationary employee until he/she has attained seniority status by being employed a total of ninety (90) calendar days or 288 hours, whichever **is** greater.

SENIORITY

12.05 (a) Seniority **is** the total of:

- (i) length of continuous **service since** the last date of hire for full-time employment with the Employer, and measured in years, weeks and days; and
 - (ii) 50% of the length of continuous *service* worked **since** the last date of hire for part-time and floater employees of the Employer, as expressed in years, weeks and days, as applicable, provided that there were no breaks in service between periods described in (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) Seniority shall be acquired once the employee has attained seniority status in accordance with Article 12.03 and it shall be retroactive to his/her **first day** of work,

12.06 Where the Employer is awarded a contract for the performance of security guard *services* at a site where, immediately prior to such award, individuals were performing substantial similar security guard services (“the incumbent employees”) and the incumbent employees are unionized with the **Union**, the employees working at that site including any employees on leave of absence will be deemed hired and consequently, the Employer shall become the successor employer, unless one of the following situations occurs:

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

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

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

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

then the employee shall be credited with seniority commencing June 4, 1992.

12.09 For the purposes of determining seniority for employees hired on the same day, seniority shall be based on the order of the acceptance of applications. The Employer shall stamp each application for employment with the date and time of receipt.

PREFERENTIAL SENIORITY

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

(b) In the event of a lay-off, Union Officers shall be deemed to have the greatest seniority.

LOSS OF SENIORITY

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

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) if the employee is laid off and fails to return without reasonable excuse 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 floaters or part-time employees as defined in this Agreement, if the employee has not worked one (1) shift in a period of two (2) or more consecutive months;
- (f) absence from work for three (3) or more working days without notice to management and without reasonable excuse;
- (g) if an employee uses a leave of absence for reasons other than that for which the leave was granted;
- (h) if an employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence.
- (i) Notwithstanding Article 12.13, any absence of more than twenty-four (24) months, where there is no reasonable likelihood of return to work.

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

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

SENIORITY LISTS AND EMPLOYEE LISTS

12.14 (a) For the purposes of this Agreement:

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

(b) All seniority lists and Employee **lists** shall be updated February 1, June 1, and October 1 of each year, by the Employer and each updated **list** up to a maximum of one copy per Union Office, shall **be** promptly:

- (i) sent by mail to the Union Officers or representatives as designated by the Union;
- (ii) only Seniority Lists be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and

(iii) ' made available to a Union representative at any time after making an appointment with the Employer.

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

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

LAY-OFF

12.16 (a) Subject to the Employers right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Employer shall first determine the site and number of positions to be affected. The Employer shall then issue notice of lay-off to the employee(s) at the affected site and such employee(s) shall hereinafter be referred to as the "surplus employee(s)."

(b) All displacement rights under this Agreement are subject to the condition that the employee exercising those rights can fulfill the requirements of the job into which he/she seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.

- (c) A surplus employee shall have the right to displace the *most junior* employee working within a forty (40) kilometer radius of the **site** and/or his or her place of residence of the surplus employee provided that the employee has access to reasonable transportation.

- (d) **An** employee displaced as a result of the exercise of rights under paragraph (c) shall be entitled to exercise displacement rights only to the extent that he/she shall be permitted to displace the most junior employee within the bargaining unit within a forty (40) kilometer **radius** of the **site** and/or his or her place of residence and has access to reasonable transportation. An employee failing to, or unable to displace the most junior employee **as** referred to above shall be laid off.

NOTICE OF LAY-OFF

- 12.17**
- (a) **An** employee who has finished his/her probationary period shall be given notice in advance of the date of lay-off 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 lay-off shall be hand delivered to the affected employee (and shall be made to provide a copy to the Local **Union** office by facsimile or regular mail, as soon as practicably possible) 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 geographical distances,

hand delivery of such notice will not be practicable. In those locations, notice of layoff will be sent by registered mail.

VACANT OR NEWLY CREATED POSITIONS DEFINITION

12.18 (a) For the purposes of this Agreement, a vacancy shall be defined as a bargaining unit job which has not been posted and filled in accordance with this Article, including but not restricted to vacancies due to promotion and demotion. A 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 forty-five (45) calendar days. Notwithstanding anything to the contrary in this Agreement, a special event as defined in **this** Agreement shall not be considered a vacant job and therefore shall not be posted.

NOTICE OF VACANCIES

- (b) (i) All vacancies or newly created positions for contracts of over forty-five (45) calendar days will be posted {in locations agreed to by the parties) immediately upon the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy.
- (ii) In addition to the above, each District Office of the Employer shall provide faxed postings as soon as possible to ~~the~~ respective local union officers so that employees wishing to contact the local union at its toll free telephone numbers may do so. In so doing, the Employer shall *not* be responsible for any information being conveyed to employees by the **Union** with respect to said postings. Employees are encouraged to contact the Employer directly with their requests.

POSTING FOR VACANCIES

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

METHOD OF FILLING VACANCIES

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

SICKNESS OR ACCIDENT

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

POSTING OF TEMPORARY ASSIGNMENT

- (f) Notwithstanding paragraph (e), where the Employer **is advised** in writing that an employee is to be absent from work because of sickness, accident, or leave of **absence** for more than twenty (20) 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, For the purposes of this provision, (j) below shall not **apply**.

(g) For the purposes of paragraph (f), a leave of absence may be granted for reasons which may include:

(i) to permit an employee to temporarily transfer to a position outside of the bargaining unit for a period of no more than **six (6)** months; and

(ii) to permit an employee to **fill** a vacancy, which has been posted in accordance with this Article and which involved **work** for a client during a strike by the client's employees, for a period of no more than six (6) months.

(h) 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.

NOTICE OF SUCCESSFUL APPLICANT

(i) The Employer shall post (in locations agreed to by the parties) the name of the successful applicant not later than five (5) working days following expiration of the posting period with a copy to the local union.

(j) It is agreed that the successful applicant for a permanent job shall not be permitted to reapply for another job for a period of three (3) months.

SUBSEQUENT VACANCIES

- (k) 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.
- (l) The Employer **may** fill vacancies created following the exhaustion of the above provisions by transferring an employee to the vacancy but only with the consent of such employee. However, where no employee consents to such transfer the Employer shall have the right to **assign** the employee with the least seniority who works at a site within forty (40) kilometer radius of the vacancy. No employee shall suffer a **loss** of pay as a result of such transfer.

SPECIAL ASSIGNMENT LIST

(m) Through the use of a list, with a copy to the Union, which may be signed by employees interested in assignments to other **sites**, where the Employer has the right to appoint or hire pursuant to Article 2.08 (special event) or Article 12.18 (e), ~~(9~~ the Employer undertakes to make reasonable efforts to temporarily transfer **an** employee to such assignments before **filling** such assignments with a **new** hire. Such employee will be entitled to return to his former job and (j) above shall have no force or effect. All temporary transfers will be in accordance with Article 12.01. In the event of a temporary transfer **as** defined **in this** Article or where a temporary posting results in unnecessary **unbilled** time or a permanent contract is jeopardized, the Employer reserves the right to fill the temporary vacancy as **its** sole discretion.

TURNOVER CLAUSES

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

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

REMOVAL FROM SITE

12.20 On the written request of a Client (a copy of which will be provided to Union and Staff Representative), the Employer may immediately remove or refuse an employee from work at a site provided that:

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

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

ARTICLE 13: NEW OR CHANGED JOBS

13.01 The Employer agrees to advise the Union of the rate of pay for any new or changed job which does not fall within an existing classification, prior to implementing such change. The Union shall have the right to Grieve

whether or not the rate ~~is~~ proper based on its relationship to related or similar jobs.

ARTICLE 14: HOURS OF WORK AND OVERTIME

14.01 The standard hours of work for which each employee shall receive his/her basic hourly rate shall be forty-four **(44)** working hours in a one week period. Where **an** employee works hours outside of his/her regularly 'scheduled hours of work at the request of the Employer. The Employer agrees not to alter **an** employee's regularly scheduled hours **of work,** **unless** mutually agreed upon between the Employer and the employee.

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

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

OVERTIME

14.04 Overtime shall be worked on a voluntary basis except:

- (i) in an emergency beyond the control of the Employer;

- (ii) if the Employer's client requests emergency overtime; or
- (iii) if the employee's replacement on the following shift does not report for work.
- (iv) In all such cases of (i), (ii) and (iii) the Employer will attempt to ensure that the employee will not be required to stay after the employee's normal shift. However, the employee shall not leave his or her post until a replacement is found.

14.05 Where,

- (a) an employee is required to stay at the employee's post because the employee's replacement does not report for work; and
- (b) the Employer has been given more than six (6) hours notice for an eight (8) hour **shift**, or **more** than ten (10) hours notice for a twelve (12) hour shift, that the replacement will not be reporting for work to replace the employee, the employee will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all hours worked after the employee's regular *shift*. There shall be no pyramiding of overtime pay rates and holiday pay rates.

SWITCHING SHIFTS

14.06 Insofar as possible, the Employer shall strive to grant changes *in* shifts between two (2) employees, subject to the following conditions:

- (a) *the* request shall be made in writing using a special *form* supplied by the Employer and duly signed by the two (2) employees concerned, at least three (3) days in advance;

- (b) the two **(2)** working *shifts* must be scheduled within the same work week;
- (c) the change in shift does not lead to the payment of overtime;
- (d) the change in shift does not hinder operations (for example, the employees are trained for the *site*); and
- (e) that all debits or credits in salary caused for any reason (for example: lateness or payment of a Statutory Holiday) shall be attributed to the employee who actually did the **work**.

14.07 Any errors or omissions in the pay of an employee amounting to less than \$25.00 **shall be** corrected on the next payday. Any errors and omissions in the pay of an employee amounting to more than \$25.00 shall be paid by manual cheque within the next four **(4)** business days of the Employer being made aware of the error or omission by the Employee.

14.08 (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 ½) times the employee's regular hourly wage. **All** hours worked in excess of twelve (12) hours shall be paid at ~~he~~ rate of one and one-half times ~~(1 ½)~~ the employee's regular hourly wage. All employees will be entitled to eleven (11) hours rest between shifts, Where employees are receiving overtime within a pay period due to the operation of this Article, the Employer agrees not to cancel any scheduled shift or hours of work of an employee for the purposes of avoiding any further overtime payments.

- (b) There shall be no pyramiding of overtime pay rates and Holiday pay rates.

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

TEMPORARY TRANSFERS

14.09 The Employer reserves the right to temporarily transfer employees at the rate of pay for the job subject to the employee's consent. Should the employer fail to obtain the employee's consent to transfer, the Employer may transfer the employee at the rate of pay he/she received in his/her regular job.

TRANSFERS

14.10 If an employee relocates to another area of the Province other than the employee's work location, the employee may request a transfer and bid within USWA sites on a vacancy in accordance with Article 12. It is understood that if awarded a vacancy that the employee's seniority is maintained.

SCHEDULE CHANGES

14.11 In situations where an employee has a regular schedule and such regular schedule is to be permanently changed, the Employer will provide such affected employee with as much notice as is reasonably possible.

ARTICLE 15: CALL IN PAY

15.01 Each employee called out to work by management and or the Communications Department, and upon arrival at the site, and the requirement to work no longer *exists*, shall receive a minimum of four **(4)** hours pay at his/her regular hourly rate of pay. This does not **apply** to extended hours worked after the completion of a current shift. However, the Employer at **its** discretion may request the employee to report to **an** alternative site.

ARTICLE 16: PAYMENT FOR INJURED EMPLOYEES

16.01 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 17: VACATION WITH PAY

17.01 (a) Employees having less than one ~~(1)~~ year of service shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, 2000, R.S.O. 1990, c. E.14, as amended.

(b) An employee with **more** than twelve (12) months of continuous *service* shall be entitled to two **(2)** weeks vacation at four percent **(4%)** of his/her gross earnings.

(c) An employee with five (5) years or more of continuous service shall be entitled to three **(3)** weeks vacation at **six** percent **(6%)** of his/her gross earnings.

(d) An employee with ten (10) years or more of continuous service shall be entitled to four (4) weeks vacation at eight percent (8%) of his/her **gross** earnings.

17.02 An employee shall make their request no later than four (4) weeks in advance for vacation time. Vacation **pay** shall be paid on the payday immediately preceding the **start** of the employee's vacation or upon request of the employee.

17.03 Subject to the written request for vacation being made four (4) weeks in advance and where the Employer **decides** to grant vacation (such decision shall not be *reasonably withheld*), the Employer shall grant in writing **the** vacation request within **five** (5) working days of receipt of **the** request. Where the Employer **fails** to respond within the *five* (5) working days, the vacation request will be **deemed** to be granted. Once approved, **no** vacation will be changed without the written consent *of* the employee.

17.04 Where two *or* more employees at the same site request to take vacation on the same day for the same period *of* time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority.

17.05 "Gross earnings" as referred to herein shall *mean* previous years **T-4** earnings less previous year's vacation pay and taxable benefits.

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

17.07 An employee who leaves the service of the Employer shall be given the vacation pay to which he/she was entitled at the time he/she left the service of the Employer.

ARTICLE 18: LEAVE OF ABSENCE

18.01 Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding forty (40) calendar days to an employee provided that:

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

18.02 Applicants must indicate, on a form provided by the **Employer**, the reason(s) for their leave of absence and the dates of departure and return from leave.

18.03 The Employer **shall** notify the applicant in writing of its decision within fourteen (14) days ~~after~~ the written request **was** made by *the* employee to the Employer.

18.04 The Employer agrees to continue the pay of any employee absent from ~~work~~ on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly statement. Such leave of absence shall be authorized in writing by the Union.

18.05 The President or Chairperson of the Union will be notified by the Employer of all leaves granted under this Article.

18.06 A leave of absence shall be extended for an additional forty (40) calendar day period if the Employer and Union agree. The employee must request the extension in writing 14 calendar days prior to the expiration of their forty (40)calendar days leave.

18.07 In the case of pregnancy, employees shall be granted a leave of absence without pay for a period of up to fifty-two (52) weeks, inclusive of pregnancy and parental leaves pursuant to the *Employment Standards Act*, commencing no earlier than seventeen (17) weeks prior to the expected birth date. The Employer agrees that in the event of an extension request, the burden lies with the employee to substantiate by virtue of medical evidence that the requested extension is directly related to the pregnancy or birth.

MILITARY LEAVE

18.08 An employee will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such leave will be without pay and that the Employer may request written proof prior to granting such leave.

ACCOMMODATION FOR RELIGIOUS MINORITIES

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

ARTICLE 19: COURT, JURY AND CROWN WITNESS DUTY

Court Leave

19.01 (a) An employee called to *serve* as a witness in relation to the performance of his/her duties shall *suffer* no loss of pay at his/her regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked. This clause shall not apply to time spent as a witness in proceedings arising from grievances or complaints arising under this Agreement, or any employment related statute.

Jury Duty and Crown Witness Leave

19.02 (b) 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** workdays for the employee. 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.

If an employee is excused from jury or witness duty directly related to his/her duties for one (1) or more scheduled work days due to court adjournment or other reasons, the employee must report or **work** on his/her regularly scheduled shift.

ARTICLE 20: PAID HOLIDAYS

20.01 The following shall be deemed to be the paid holidays to which an employee is entitled to under the Agreement:

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

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

20.03 An employee is not eligible for holiday pay if the employee has failed, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday or all of his or her first regularly scheduled days of work after the public holiday. In addition to the above an employee is not eligible for holiday pay if the employee is scheduled to work on the holiday and without reasonable cause, fails to perform the work.

20.04 The Employer shall not purposely replace permanently assigned employees with floaters on scheduled holidays for the sole purposes of avoiding its holiday pay obligations under this Article.

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

20.06 When any of the holidays are observed during an employees scheduled vacation period, he/she shall receive holiday pay as provided in Article 20.03 above and shall be granted an additional day off.

ARTICLE 21: BEREAVEMENT PAY

21.01 The Employer agrees that in the event of a death in the immediate family, an employee will be granted three (3) days of leave with pay.

21.02 In Article 21.01, immediate family is deemed to mean spouse (which includes same sex partner where they have been co-habiting a minimum of six (6) months), child and stepchild, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.

21.03 The Employer agrees that in the event of the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law, an employee will be granted two (2) days leave with pay.

21.04 In the event that travel, due to reasons described in Articles 21.01 or 21.03, is required beyond a distance of four hundred and eighty (480) kilometers, the Employer will grant two (2) extra days of leave without pay.

21.05 In the event that leave pursuant to this Article falls within previously scheduled vacation, any unused vacation time shall be taken at a time mutually agreed upon by the Employer and the employee.

ARTICLE 22: FRINGE BENEFITS

22.01 Where required, the Employer shall provide at no cost to each employee a uniform, which includes:

Full Time

3 Short sleeve shirts

Part Time

2 Short Sleeve shirts

2 Pairs of Pants	2 Pairs of Pants
1 Tie	1 Tie
■ Windbreaker	1 Windbreaker
1 Winter Parka (as required)	■ Winter Parka (as required)
1 Touque (as required)	■ Touque (a s required)
1 set of rain gear (as required)	1 set of rain gear (as required)
1 Sweater (as required)	1 Sweater as (required)
■ Bullet Proof Vest (as required)	1 Bullet Proof Vest (as required)}
■ Safety Vest (as required)	1 Safety Vest (as required)

All uniforms shall be replaced on an "as needed" basis for Full and Part time employees. The Employer agrees to pay the cost of all necessary tailoring and alterations.

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

22.02 It is clearly understood that Employees are responsible for uniform maintenance and/or any lost articles.

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

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

22.05 The employer shall provide at no cost to the employee safety boots or safety shoes that are required due to client requirements or as established by the Joint Health and Safety Committee.

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

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

22.08 Remittances in accordance with Article 22.07:

- (a) shall be made no later than the fifteenth of the month following the month during which the earnings occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours earned, of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also include the names of the employees, including Social Insurance Number (which the employees hereby consent to the disclosure of), from whom no

deductions have been made, along with any forms required by the Steelworker's Security Officer's Education Fund.

LEGAL PROTECTION

- 22.09 An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the attempted performance in good faith of his/her duties, shall be indemnified by the Employer for the necessary and reasonable legal costs incurred *in* the defense of such charges.
- 22.10 Notwithstanding Article 22.09, the Employer may pay **necessary** and legal costs of an employee pleading guilty to or being found guilty of an **offence** described in Article 22.09 where the Court, instead of convicting the accused, grants him/her absolute discharge.
- 22.11 ■ Notwithstanding Article 22.09, the Employer may refuse payment otherwise required by Article 22.09 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.
- 22.12 Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties, the employee shall be indemnified **by** the Employer for the necessary and reasonable legal costs incurred in the defense of such an action.
- 22.13 An employee wishing to retain a particular lawyer to represent him/her and wishing to be indemnified pursuant to this Article shall:
- (a) before retaining the lawyer or as **soon** as reasonably possible thereafter, advise the Employer of the name and address of the

lawyer for the Employer's approval which approval shall not be reasonably withheld; and

- (b) if requested by the Employer, instruct the lawyer to render regular interim accounts as required.

22.14 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.

HUMANITY FUND

22.15 The Employer agrees to deduct the amount of one *cent* (.01) per hour from the wages of all employees in the bargaining unit for all hours worked.

22.16 The total amount deducted pursuant to Article 22.15 shall be remitted to the Steelworker's Humanity Fund at United Steelworkers of America, 234 Eglinton Ave. E., Toronto, Ontario, M4P 1K7.

22.17 Remittances pursuant to Article 22.16 shall be made at the Same times as Union dues are remitted in accordance with Article 7 of this Agreement.

22.18 When remittances are made pursuant to Article 22.16, the Employer shall **advise** in writing both the Union and the Humanity fund that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf of such

payment had been made, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours worked. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of) of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Humanity Fund.

22.19 The Employer shall bear no liability for any errors made in deductions.

22.20 The Employer agrees to record all contributions on each employee's T-4 slip.

ARTICLE 23: BULLETIN BOARDS

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

ARTICLE 24: RATES OF PAY

24.01 In this Article,

- (a) "client contract" means a contract between the Employer **and** a client for the provisions of services to the client;
- (b) "non-USWA site" shall mean those sites in respect of which the Employer commences to provide security services (after the effective date of this Agreement) where, prior to the Employer's doing so, security services

were provided by another employer, whose security guard employees were not unionized with the Union;

(c) "USWA site" shall mean:

(i) all sites at which the Employer provides security services on the effective date of this Agreement so long as the Employer provided security services at such site; and

(ii) all sites in respect of which the Employer **commences** to provide security services after the effective date of this Agreement where, prior to the Employer doing so, security **services** were provided by another employer, whose security guard employees were unionized with the Union.

(d) "actual wage rate" means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with the Agreement.

24.02 Unless otherwise provided for in this agreement, the minimum basic wage rate payable to employees shall be:

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

(b) for the purposes of USWA sites:

	<u>Greater Toronto area</u>	<u>All other</u>
<u>locations</u>		

Current Rate	\$8.30 per hr	Same
Effective date of Ratification	\$8.45 per hr	Same
Effective February 1, 2006	\$8.75 per hr	Same
Effective February 1, 2007	\$9.00 per hr	Same

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

Notwithstanding anything to the contrary herein, floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer's right to increase the actual wage rate paid to the floater on a contract by contract or site by site basis in accordance with the Employer's **rights** contained in Article 24.03 (client dictated wages) and 24.11 (recruitment purposes rate). Floaters actual wage rates however, shall only be subject to the increases provided in this Article 24.02.

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

24.04 Where the Employer enters into a client contract for the provisions of security services at a non-USWA site, the actual wage rate for all employees shall be the minimum basic *wage* rate as set out in Article 24.02 **unless** a greater amount *is* required to be paid by the Employer pursuant to the provisions of the Employment Standards Act, R.S.O. 1990, c. E.14, as amended from time to time, in regulations thereunder. In addition, during the first year in which *the employer* acquires a non-USWA site, the Employer may refrain from providing benefits pursuant to Article 25 to all employees working at the site; thereafter all employees assigned to the site will be entitled to benefits in accordance with Article 25.

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

24.06 Where the Employer enters into a client contract with a client for whom security services had previously been provided such that the Employer becomes the successor employer, and that the employees working at that site are unionized with the **USWA**, the Employer will agree to offer such employees wages and benefits which **shall** be no **less** than what the employees were receiving at that site immediately prior to the Employer becoming the successor employer.

24.07 With respect to a client contract in force at the time of the **coming** into force of this Agreement the actual wage of employees on site {prior to the renewal/renegotiation) shall not change as a result of the renewal and/or renegotiation of the client: contract except insofar as the actual wage is increased by the operation of this Article.

24.08 Except where their wages are established under Articles 24.02 (minimum basic wage) or 24.03 (client dictated rate), the wage rates paid to individual security guards having acquired seniority in accordance with Article 12 of this Agreement that were unionized prior to the date of ratification of this Agreement with the employer, employed prior to the scheduling date on the effective date of the increase, shall be increased by the following amounts:

(a) for Security Officers :

- (1) Effective Date of Ratification increase by two percent (2%)
- (2) Effective November 27, 2005 increase by two percent (2%).
- (3) Effective December 03, 2006 increase by *two* percent (2%).

Such increases will only apply to individual employees' actual wage rates subject to such employees being employed prior to the scheduled date of the increase. The minimum basic wage rate is not subject to any increase by operation of this Article 24.08 and will be the rate posted for job vacancies subject to the circumstances provided for under Articles 24.03 (client dictated rate), 24.10 and 24.12. It ~~is~~ understood that in the event of ~~an~~ increase resulting from the application of Article 24.02 and this Article, the greater of the two increases shall apply to the individual employee's actual wage rate subject to the terms contained in this Agreement.

Notwithstanding the scheduled increases referred to herein, where the Employer is awarded a contract and commences work at the contract (be it a USWA or non-USWA site) and where employees have received an increase from his/her predecessor employer within the last six (6) months prior to the commencement of the Employer contract, the incumbent employee will not be eligible for the next scheduled wage increase. Thereafter, all wage increases shall **apply**.

24.09 Notwithstanding Article 24.08, where a vacancy exists, *it will be* posted and filled at the minimum basic wage rate or minimum client dictated rate, as the case may **be**. Where a vacancy is *not* filled internally in accordance with Article 12, the Employer may hire a new employee who shall be paid in accordance with Article 24.02 subject to the circumstances provided for under 24.11.

24.10 In the event that a client contract provides for wage increases which exceed those increases set out in Article 24.08, the wage increases in the client contract shall prevail and the increases provided by Article 24.08

shall not apply, Twelve (12) months shall be used as a reference period for the purposes of comparing wage increases provided in a client contract to those provided for in the Article 24.08.

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

TRAINING WAGES

24.12 Training **wages** for existing employees shall be set out as follows:

- (i) **new hires shall** be paid the **minimum** basic wage rate set out in the Agreement.
- (ii) existing employees including deemed hired employees who have been assigned to a **site shall** be paid the rate of pay that they would otherwise receive as if they were working at the site.

VEHICLE SHELTER

24.13 Where the Employer requires an employee to use his/her personal vehicle **as** shelter, the employee will receive a premium of \$1.00 per hour in addition to his/her actual wage rate. In circumstances where an employee is required to commence or end his/her work where public transportation **is** not available, the Employer will provide transportation to and from the employee's place of residence **except** in cases outside of the Employer's control such as but not limited to a public transit strike.

CLASSIFICATIONS

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

- (a) Security Officers shall be paid in accordance with Articles 24.01 to 24.14 inclusive.
- (b) Lead Hands shall be paid the greater of:
 - (i) a regularly hourly rate which is twenty-five (25) cents an hour greater than the highest paid security officer at the site to which that Lead Hand is assigned; or
 - (ii) in accordance with Articles 24.01 to 24.11 inclusive.

ARTICLE 25: BENEFITS

25.01 ~~Subject~~ to the provisions of Article 24.04 and Article 25.02 the Employer agrees to remit to the Steelworkers Trusted ~~Benefit~~ Plan a total of \$0.66 per each hour an employee has worked.

25.02 Remittances in accordance with Article 25:

- (a) shall be received by the person set forth in Article 25.02 (b) no later than the fifteenth (15th) of the month following the paid hours occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social insurance Number (which the employees hereby consent to the disclosure of), hours earned, date of

severance of employment, date of death and gender of each employee *for* whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the **names**, including Social Insurance Number (which the employees hereby consent to the disclosure of), of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusted Benefit Plan.

SICK LEAVE

25.03 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 July 1 2004 shall be entitled to **five** (5) days sick leave per calendar year in accordance with the above.

25.04 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.

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

PENSION

25.06 Effective the 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 / Pension Plan which shall be administered by the Union. 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.

NEW MEMBERS' KITS

25.07 The Employer agrees to notify the Union with the name and address of each new employee within seven (7) days of the date of hire and provide each new employee with a new member's kit as provided by the Union. Alternatively, a Union Officer, excluding stewards, shall be permitted to attend the Employer's office during the Employer's orientation meeting for new hires for a period not to exceed fifteen (15) minutes for the sole purpose of distributing a new Member's Kit.

ARTICLE 26: HEALTH & SAFETY

26.01 The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness.

26.02 The Parties recognize the importance of the Occupational Health and Safety Act. To that end, the Occupational Health and Safety Act of Ontario and its regulations thereunder in effect as of May 31, 2001 shall form a part of this Collective Agreement.

26.03 Further THE EMPLOYER and the Union agree that the Employer and the Union will jointly develop agreed to Terms of Reference governing the Employer's Joint Health and Safety Committee, no later than sixty (60) days following the date of ratification. These Terms of Reference shall be reviewed annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference will form **part** of this Collective Agreement.

26.04 The Employer **agrees** to continue to provide training for the required certified worker representatives.

26.05 The Employer **shall** ensure that equipment, materials and protective devices **as** prescribed are provided to its employees.

26.06 Each employee shall use or wear the equipment, materials and protective devices or clothing that the Employer requires to be worn or used.

26.07 From among its worker members on the Joint Health and Safety Committees, the Union may designate one **as** the worker Health and Safety Chair of its **side** of the Joint Health and Safety Committee. This member must **be** a worker member of a Joint Health and Safety **Committee. Such** Chair shall be granted not more than one (1) day per month for the purposes of his/her duties as chair. The Parties agree that the Joint Health and Safety Committee will promote safety and industrial **hygiene** at the workplace.

26.08 The powers of a Health and Safety Committee shall be to:

- (a) identify situations that may be a source of danger or hazard to employees;

- (b) make recommendations to the Employer and ~~the~~ employees for the improvement of ~~the~~ health and safety of employees;
- (c) recommend to the Employer and the employees the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;
- (d) obtain information from the Employer respecting:
 - (i) the identification of potential or existing hazards, materials, processes or equipment, and
 - (ii) health and safety, experience and work practices and standards in similar or other industries of which the Employer has ~~knowledge~~.

For the **purposes** of this Article, health and safety may include matters involving actual or potential **issues** related to workplace violence.

REFUSAL OF UNSAFE WORK

26.09 (a) An employee may refuse to work or do particular ~~work~~ where he/she **has** reason to believe that:

- (1) Any equipment, machine, device or thing he/she *is* to use or operate **is** likely to endanger himself/herself or another employee.
- (2) The physical conditions of the work place ~~or~~ the part thereof in which he/she works or *is* to work **is** likely to endanger himself/herself, or,
- (3) Any equipment, machine, device or thing he/she *is* to use or operate or the physical condition of the work place or part ~~thereof~~ in which he/she works or *is* to work **is** in

contravention of the Occupational Health and Safety Act (Act) or the regulations and such contravention is likely to endanger himself/herself or another employee.

- (1) An employee who refuses to work where he/she has reason to believe that the ~~work~~ is unsafe as described above, shall promptly report the matter to his./her supervisor.
- (2) Following receipt of the report the Employer shall forthwith investigate the report in the presence of an Employer member and a worker member of the Joint Health and Safety Committee.
- (3) Until the investigation *is* completed the employee shall remain in a safe place near his/her work station.
- (4) Where, following the investigation or any steps taken to deal with the circumstances that led to the employee's refusal, the employee has reasonable grounds to believe that the condition(s) set out in ~~(1) above~~ still exist, the employee may refuse to do the work and a Ministry of Labour inspector shall be notified to investigate the work refusal.
- (5) Following his/her investigation, the Ministry of Labour inspector shall decide whether the machine, device, thing or workplace ~~is~~ likely to endanger the worker or another person. The Inspector shall give his/her decision in writing as soon as ~~is~~ practicable to the Parties and the employee who refused to do the work.
- (6) Pending the Inspector's investigation and decision, the employee who refused to do the work shall remain at a safe place near his/her work station during his/her normal working hours ~~unless~~ assigned by the Employer to reasonable alternative work.

- (7) Pending the investigation and decision of the Ministry of Labour Inspector, no employee shall be assigned to do the work refused by the other employee unless, in the presence of a worker Joint Health and Safety Committee representative, such employee has been advised of the other employee's refusal and the reasons for it.
- (8) No employee shall be disciplined because the employee has acted in compliance with the Act or regulations or sought the enforcement of the Act or its regulations,

It is understood by the Parties that the above *is* not intended in any way to interpret, replace, supplement and/or supercede the work refusal provisions in the Occupational Health and Safety Act, but *is* intended only to aid the workplace parties in the efficient handling of the work refusal process, it being the intent of the Parties that in the event of any dispute between them regarding a work refusal, the provisions of the Occupational Health and Safety Act shall be the sole governing provisions.

26.10 Within ninety (90) days of the ratification of the Agreement, the Employer will develop an Early and Safe Return to Work Program. The Employer will consult with the Union in the preparations of the Program.

ARTICLE 27: NOTICE OF CLIENT CONTRACTS

27.01 Within ten (10) days of the execution of a contract for services between the Employer and a client, the Employer shall advise a Union Officer, to be identified by the Union, of:

- (a) the address of the site(s) at which services will be provided;

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

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

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

27.03 The Employer shall provide to the Union, information described in Article 27.01 as at December 31 of each year by **no** later than February 1 of the following year.

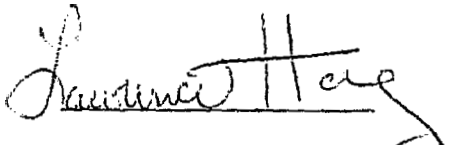
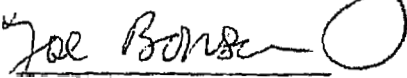
ARTICLE 28: DURATION OF THE AGREEMENT

28.01 This Agreement shall become effective on the 1st of December 2004, and shall continue in effect **up** to and including the 31st day of November 2007.

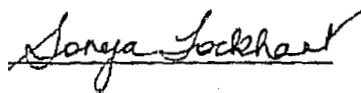
28.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the **last** ninety (90) days of its operation.

28.03 If notice of the intention to renew or amend **is** given by either party pursuant to Article 27.02 negotiations shall **commence** not later than ~~fifteen~~ (15) days after such notice or **as soon** thereafter as **is** mutually agreed.

For the Union

For the Employer



Letter of Understanding No. 1

DAY OF MOURNING:

The Company **agrees** to recognize and publicize April 28 of each year as the Day of Mourning and as such further agrees to consider participating in any activities surrounding any ceremonies on that day in the **community**. Further the parties agree to jointly develop a Health and Safety week immediately prior to the **Day** of Mourning. The JHSC will annually choose a focus topic and activities for the proposed week.

For the Union

For the Employer

Letter of Understanding No.2

Re: Workplace Violence

The Employer agrees to develop jointly with the Union, explicit **policies** and **procedures** to deal with violence. The policy **will** address the prevention of violence, the management of violent situations and the provisions of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Employers health and safety policy and written copies shall be provided to each employee.

The policies and procedures will include **but** not be limited to:

- (i) provision of adequate information about potential violent situations for employees
- (ii) adequate arrangements to investigate cases where violence and assaults against employees have occurred; and
- (iii) provision for the Policy Health and Safety Committee, Workplace Committee and/or the Representative to review the effectiveness of anti-violence policies

The Employer agrees that in all cases where employees or the Union identify a risk of violence, the Employer shall establish and maintain measures and procedures to eliminate or reduce the likelihood of incidents to the lowest possible level. It is understood that the measures and procedures are in addition to and not a replacement for a training program dealing with violence.

In developing measures and procedures to prevent violence, priority will be given to options such as job redesign, adequate staffing levels and improving the work environment.

Where the employees and Union recognize a need for personal protective equipment or measures, the Employer shall provide the equipment and/or measures that will be effective in summoning immediate aid. Such equipment or measures may include but are not limited to, alarms, two-way communication devices, "panic" buttons, emergency response teams, security personnel, adequate staffing ratios.

The Employer agrees to provide training and information on the prevention of violence to all employees. The training program will be mutually agreed to by the Employer and Union.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee his/her wages and/or expenses to attend such training.

The Employer and Union recognize that, where the preventive measures have failed to prevent violent incidents, counseling and support must **be** available to help victims recover from such incidents. Therefore, the Employer agrees to reimburse the employee for any counseling sessions with a licensed counselor of the employee's choice.

The Employer agrees there shall be no discrimination exercised or practiced with respect to any employee who **is** a victim of violence while at work. **No** employee shall be discharged, penalized or disciplined *for* such situations.

For the Union

Lawrence Harg
Joe Boncz

For the Employer

Sanya Lockhart

Memorandum of Settlement

Between :

Garda Security Group INC. (the "Company")

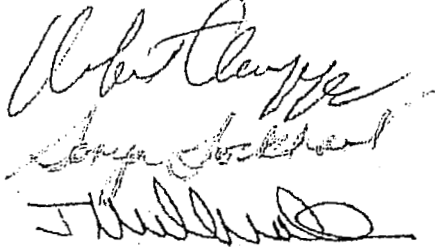
and

United Steelworkers of America (the "Union")

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the Union do hereby agree to present all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from December ~~1~~ ²⁰⁰⁴ and will continue till November 30, 2007
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement, which expired on (November 30, 2004), subject to the following amendments outlined in (Appendix "I") which are to be incorporated in the new collective agreement.
5. Each full time employee shall receive a forty-five dollar (\$45.00) signing bonus upon ratification of this agreement. Each part-time employee shall receive a twenty-five dollar (\$25.00) signing bonus upon ratification of this agreement. It is further understood that probationary employees who were employed as of the date of this memorandum will receive their entitled signing bonus upon the completion of the required probationary period.

Dated this 9 day of March, 200~~4~~⁵, in the City of TORONTO

For the Company



For the Union

