

COLLECTIVE AGREEMENT  
BETWEEN  
GARDA SECURITY GROUP INC. (ONTARIO)  
( “THE EMPLOYER” )  
AND



UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION

(UNITED STEELWORKERS ON BEHALF OF  
LOCAL 5296, LOCAL 9597, AND LOCAL 2020)

(Hereinafter referred to as the “Union” )

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## **ARTICLE 1: PURPOSE OF THE AGREEMENT**

- 1.01** Recognizing that stable, effective operations contribute to providing quality security services to clients and that the welfare of the Employer and that of its employees depends on the welfare of the business as a whole and recognizing further that a relationship of 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 Security and Investigative Services Act, 2005.

## **ARTICLE 2 - RECOGNITION & SCOPE**

2.01 Garda Security Group Incorporation (hereinafter "the Employer") recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International union (United Steelworker) (hereinafter "the Union") as the exclusive bargaining agent for all employees in the Province of Ontario save and except:

- a) Supervisors and persons above the rank of Supervisor;
- b) Client Service Representatives;
- c) Private Investigators licensed as such pursuant to the laws Of Ontario;
- d) Office, clerical and sales staff;
- e) All employees represented as of the date of this Collective Agreement by the United Food and Commercial Workers International Union (hereinafter "the UFCW") pursuant to a Valid current collective agreement with the Employer;

2.02 (a) The parties agree that "supervisor" is deemed to include Site Supervisor, Shift Supervisor, Mobile Patrol Supervisors, Field Supervisors, Dispatcher 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 be in the bargaining unit unless specifically excluded pursuant to Article 2.01. a, b, c, d and e.

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.

2.04 Notwithstanding articles 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 any site (which may include a number of posts) shall be in proportion to the number of hours regularly worked at the site and shall not exceed the number as set out in the following table.

Column (a) of the table sets out the number of supervisors for sites which were obtained prior to [the date of ratification of the 2011 agreement] only.

Column (b) of the table sets out the number of supervisors for sites which are obtained on or after [the date of ratification of the 2011 agreement].

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

<b>Number of supervisors</b>	<b>(a) Regular weekly hours worked at sites obtained prior to [ratification date of 2011 cba]</b>	<b>(b) Regular weekly hours worked at sites obtained after [ratification date of 2011 cba]</b>
0	0-208	0-167
1	209-528	168-208
2	529-1056	209-1056
3	1057-2156	1057-2156
4	2157-4356	2157-4356
5	4357-6336	4357-6336
6	6337-8800	6337-8800
Add one more for each additional:	2200 hours	2200 hours

2.05 a) Without limiting the generality of the foregoing and subject to this Article, all employees assigned to provide service pursuant to client contracts executed by the Employer after the date of this Collective Agreement will be members of the bargaining unit covered by this Collective Agreement.

b) Without limiting the generality of the foregoing and subject to this Article, it is agreed that, in the event that the Employer ceases to provide service pursuant to the client contract with the respect to any site at which its employees are currently represented by the UFCW and the employer subsequently resumes providing service at such a site, employees assigned to the site will be members of the bargaining unit covered by this Collective Agreement.

- c) The sole exceptions to the foregoing paragraphs shall be with respect to employees assigned to provide service pursuant to client contracts which are executed by the Employer after the date of this Collective Agreement and which pertain to services at sites in the City of Hamilton, the City of Guelph or the City of Windsor. With respect to these employees, the Employer has the sole discretion to recognize them as member of either the bargaining unit covered by this Collective Agreement or a bargaining unit represented by the UFCW.
  
- d) Notwithstanding paragraph (c ) above, it is agreed that for the City of Hamilton, the City of Guelph and the City of Windsor, in the event that the Employer ceases to provide service pursuant to the client contract with respect to any site at which its employees are currently represented by the USW, and the Employer subsequently resumes providing service at such site, employees assigned to the site will be members of the bargaining unit covered by this Collective Agreement.

## **CONTRACTING OUT**

**2.06** 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**

**2.07** 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.

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

## **SPECIAL EVENTS**

**2.09** 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.

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

## **STRIKES AND LOCK-OUTS**

- 2.11** 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 wage rate, if applicable, for no more than the duration of the strike, where possible and subject to client approval.
- 2.12** 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 rate 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 honor 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, color, 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** (a) The Employer and the Union shall take all reasonable steps to maintain a working environment which is free from sexual and/or racial harassment.

(b) Any complaints made under Article 5.01 will be investigated in accordance with Garda's internal investigation processes and procedures, prior to being subject to the grievance process. The Union shall be notified of any such written complaints along with the findings

**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, color, 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: MANAGERIAL 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 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1. A copy of the Dues Remittance Form R-115 will also be sent to the United Steelworkers of America, 25 Cecil 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) calendar 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) calendar 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) calendar 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 three (3) 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 endeavour to notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) 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. Employees on union leave as per Article 8 shall also retain the right to post for and be awarded any positions that become available during said leave. Should the employee be awarded the position prior to the leave ending, the Company may fill the posting as a temporary assignment.
- 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, 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 Account Manager or management designate either directly or through the Union. The Account Manager or management designate shall meet with the employee and the employee's Union steward within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance. The Account Manager or management designate shall within a further five (5) working days give his/her answer on the grievance form and return it to the Union.

**STEP TWO**

If the grievance is not resolved at Step One of the grievance procedure, the grievance will be submitted to the Branch Manager, Operations Manager 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 Branch Manger, Operations Manager or his/her designate. The Operations Manager or their designate and a decision will be rendered 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 two, 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.
- 10.04** An employee shall be granted access to his/her personnel file on demand at a convenient time and, if the employees 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.
  - (iv) Employees who are regarded as floaters and are assigned full time hours continuously for 13 weeks shall be entitled to the same benefits as full time employees. This does not apply to students hired for the purpose of summer vacation relief
- (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 (13) week period, which period shall not include weeks not worked due to sickness or an approved leave of absence. Employees identified above shall acquire seniority as provided in section 12.05 of this Article.

### **ENTITLEMENT TO SENIORITY**

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

### **PROBATIONARY EMPLOYEES**

**12.04** An employee shall be considered as a probationary employee until he/she has attained seniority status by being employed a total of ninety (90) calendar days 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 last 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 or the length of his/her seniority which ever is shorter;

- (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.
- (j) Employees are required as a condition of employment to retain a valid security guard license and must provide a copy of same to the employer. The employer will advise the employee 90 days before the expiry that they must have their license renewed. In the event an employee fails to retain a valid security guard license, as required under the Private Investigator and Security Guard Act, RSO 1990, as amended, the employee will be afforded a sixty (60) day window, where they will be held out of service to provide proof of a valid security guard license. Upon proof of a valid license the employee will be returned to work based on available vacancies.

If the employee can demonstrate that the failure to renew was for reasons beyond their control, the employee will be granted a leave of absence for a period of up to six (6) months and will be returned to their previous position upon license renewal.

Employees held out of service or granted leaves of absence in accordance with this article will not be entitled to be paid for lost time

**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 in spreadsheet form by email 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 spreadsheet form by email. In addition, the Employer shall provide the Union with a complete monthly lists of newly hired and terminated employees in spreadsheet form by email..

**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 and record of employment with recall rights no later than two (2) weeks after the current pay cycle following the 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. Job posting must show the actual wage rate and any other benefits and or premiums.
- (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. The Employer shall provide a telephone job line listing all current job vacancies

### **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, email 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. If an applicant is not awarded the position, the applicant and the Union shall be provided with the reasons thereof to demonstrate that the decision was not discriminatory, arbitrary or made in bad faith.

### **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 forty five (45) 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 forty five (45) 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. This three (3) month waiting period would be waived if another vacancy deemed a promotion occurs at the same site. For the purposes of this Article, "promotion" shall be defined as a move from part-time to full-time or a change in shift, provided it does not require additional training.

### **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), (f) 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** Where a client requests an employee be removed from the site, the employer will endeavor to discuss the reasons for the site removal with the client and propose alternative solutions, if appropriate. The employer retains the right to remove an employee from the site on the written request of a Client (a copy of which will be provided to Union and Staff Representative) provided that:

#### **Non-Disciplinary Reasons**

- (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) if there are no vacancies immediately available pursuant to (a) above, the employee shall be able to exercise his/her seniority pursuant to 12.16 (c).

It is understood that non-disciplinary removal will only be used where there is no cause for disciplinary removal and where the company has failed to obtain a satisfactory resolution with the client to retain the employee on site.

Under either (a) or (b) above, there shall be no reduction in the employee's pay for a maximum period of 45 calendar days. Thereafter, the employee's rate of pay shall be governed by the provisions of the Collective Agreement.

For all removals from site for non-disciplinary reasons, a notice will be placed in the employee's file to the effect that the removal was not disciplinary.

### **Disciplinary Reasons**

If the removal is for disciplinary reasons and the investigation reveals a prima facie case for disciplinary removal, the employee will be scheduled for available work by the Employer for which the employee has the requisite qualifications and ability, subject to the provisions of the Collective Agreement, until the employee is awarded a vacancy in accordance with Article 12.

In removals from site which are alleged to be for disciplinary reasons, the Employer shall provide written reasons (with a copy to the Union and Staff Representative) as to why the employee was directed to be removed by the Client within seven (7) days of the request.

In disciplinary removals, the employee reserves the right to file and process a grievance alleging discipline without cause and in accordance with the relevant provisions of this Agreement. The matter will be dealt with in accordance with the attached Memorandum of Agreement.

It is agreed and understood that removal from site for disciplinary reasons is a disciplinary penalty permissible only where there is just cause for such penalty. Where a disciplinary removal is found to be without just cause, such removal will be amended to a non-disciplinary removal.

### **Other**

Failure on the part of the Employer to provide a copy of the client's request however shall not void any removal.

### **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.

13.02 In the event that an employee is requested or required to perform duties that are outside of his/her traditional security functions, the Employer shall meet with the employee and a representative of the Union to discuss the additional duties. These duties shall only be assigned upon mutual agreement of the parties and may be subject to Article 13.01

### **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 direct deposit 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 the 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.

(d) At sites where non-standard shifts are required, the parties may agree on a case by case basis to average overtime over two or more weeks. Such agreement will not be unreasonably withheld

#### **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 USW sites on a vacancy in accordance with Article 12, or, if no vacancy is available, may request to be placed on the floater list in that area. It is understood that in either case the employee's seniority is maintained.

## **SCHEDULE CHANGES**

**14.11** In situations where an employee has a regular schedule and such regular scheduled is to be permanently or temporarily changed, the Employer will provide such affected employee with as much notice as is reasonably possible but in any event not less than two (2) calendar weeks.

## **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.
- (e) An employee with twenty (20) years or more of continuous service shall be entitled to five (5) weeks of vacation at ten percent (10%) 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. It is agreed that vacation pay will be paid separately from regular earnings

**17.03** Requests for vacation time of one week or more shall be made in writing at least four (4) weeks in advance of the start of the vacation. For requests of 2 consecutive days but less than one week, two weeks notice must be provided. For requests of one day, one weeks notice must be provided. Provided such notice is given, vacation pay shall be paid on the pay day immediately preceding the start of the employee's vacation, if requested by the employee. Subject to the written request for vacation.

**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 and/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. Requests for leave in excess of this time will be considered in exceptional circumstances.
- 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.

Canadian Citizenship

**18.10** The Employer agrees to allow an unpaid leave of absence for the day when Canadian Citizenship is received.

## **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
Family Day	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

### **20.02 Holiday Pay Calculation**

#### **For Full-Time employees:**

All qualified full-time employees shall receive holiday pay in accordance with the Collective Bargaining Agreement, Article 20 for all holidays listed in article 20.01 of the CBA. Where a full-time employee's regularly scheduled hours consists of shifts other than eight hour shifts; eligible employees shall receive pay for the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the holiday occurred divided by twenty (20).



Notwithstanding the paragraph above, in the event that an employee is not required to work as a result of the holiday, 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.

**For Part-Time employees and Floater:**

All qualified Part-Time employees shall received holiday pay for the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the holiday occurred divided by twenty (20).

Note: time off taken due to vacation or other "paid" leave shall not be excluded from the calculation and the holiday pay shall be calculated as if the employee were at work.

- 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 ½) 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 step-child, 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	Part Time
4 Short sleeve shirts	2 Short Sleeve shirts
2 Pairs of Pants	2 Pairs of Pants
1 Tie	1 Tie
1 Windbreaker	1 Windbreaker
1 Winter Parka (as required)	1 Winter Parka (as required)

1 Touque ( as required)	1 Touque ( as required)
1 set of rain gear (as required)	1 set of rain gear (as required)
1 Sweater ( as required)	1 Sweater as (required)
1 Bullet Proof Vest (as required)	1 Bullet Proof Vest (as required)
1 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 the full cost for full and part time employees (including deemed hired employees pursuant to Article 12.06) on a bi-weekly basis for renewing required licenses under the

**Private Security and Investigative Services Act, 2005, as amended, including the cost of photos. New hires excluding deemed hired are required to assume their licensing costs.**

**For employees with 3 or more years of service with the employer, the employer shall reimburse the full cost for full time employees (including deemed hired employees pursuant to Article 12.06) for renewing required licenses under the Private Security and Investigative Services Act, R.S.O. 2005, c. P.25, as amended, upon presentation of an original receipt.**

**22.07** Effective the coming into force of this agreement, the Employer shall contribute two (\$0.02) 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>Ottawa</u>	<u>All other locations</u>
Effective July 1, 2011	\$11.25 per hr	\$11.00	\$10.75 per hr
Effective July 1, 2012	\$11.47 per hr	\$11.22	\$10.96 per hr
Effective July 1, 2013	\$11.81 per hr	\$11.56	\$11.29 per hr

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

Notwithstanding anything to the contrary herein, floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer’s right to increase the actual wage rate paid to the floater on a contract by contract or site by site basis in



accordance with the Employer's rights contained in Article 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) July 1, 2011- previous rates continue in effect.

On or before January 31, 2012, a lump sum payment will be made to all employees employed as of the date of ratification in the following amounts. The Employer will endeavor to provide the most favorable tax treatment possible.

Employees with less than 5 years seniority as of the date of ratification-  
1% of gross earnings in calendar year 2011

Employees with 5 years or greater seniority as of the date of ratification-  
1.25% of gross earnings in calendar year 2011

July 1, 2012- All rates (including minimum rates) increase by 2%

July 1, 2013- All rates (including minimum rates) increase by 3%

The above wage increases will come into effect at the beginning of the pay period closest to the stipulated date.

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 fifty (50) 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 (15<sup>th</sup>) 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 PLAN**  
**25.06**

**STEELWORKERS MEMBERS' PENSION BENEFIT PLAN**

The Employer shall contribute a fixed amount of one (1) percent of employee's total earnings to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee for each pay period. Pension contributions begin once an employee achieves 12 months of employment. The Employer shall contribute a fixed amount of two (2) percent of employee's total earnings to the Steelworkers Members' Pension Benefit Plan ("Plan") for employees after ten (10) years of employment.

For the purpose of the Pension only, "Total Earnings" - means all monies an employee earns for wages and includes earnings for vacation, paid holidays, and approved union leave

Pension contributions will be made for employees who are in receipt of benefits from the WSIB and or maternity/paternity leave

Notwithstanding Item 1 of this Article, pension contributions are not payable for employees who are in their probationary period.

The Union agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest, reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.

The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Employer agrees provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further specificity, the information required for each employee is as follows:

i) To be Provided and Commencement of Participation for Each Employee

Date of Hire  
Date of Birth  
Date of Birth Contribution  
Address  
Social Insurance Number

ii) To be Provided with each Remittance of Contributions for each Plan Participant

Name  
Social Insurance Number  
Amount of Remittance  
Total earnings

iii) To be Provided Initially and on a Status Change

Full Address as Provided to the Employer  
Commencement Date of Employment (MMDDYY)  
Termination Date of Employment (MMDDYY)  
Retirement Date  
Date of Death  
Gender

iv) To be Provided Once Per Year After Year End - Summary Data in electronic format

Name  
Social Insurance Number  
Total Amount Remitted for Year  
Total Hours Earned for Year

The Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto, and which shall be consistent with the terms of the Collective Agreement.

The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.



## **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;

- (f) the Parties agree that the Employer may request a pre-assignment physical (not including drug or alcohol testing) provided that it is a requirement of a client contract and that such contractual provisions shall be demonstrated to the Union. Such physicals shall be conducted by the employee's family physician and shall be at the Employer's expense. Such medical information will not be used for any purpose other than for the purposes set out in this Article.

**27.02** With as much advance notice as possible, but in no event less than 10 prior to 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 1<sup>st</sup> of July 2011, and shall continue in effect up to and including the 30th day of June 2014.

**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

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For the Employer

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**Letter of Agreement- “Client-dictated” rates**

During the negotiations for the renewal of the 2011 agreement, the parties agreed that Article 24.10 will be administered in the following manner:

A client dictated wage is defined as a site where

- (a) pay rates are not less than the minimum wages established in the collective agreement and
- (b) Pay rates have been established by the client

On client dictated sites, the Company will provide the Union, upon request and on a confidential basis, with documents required to verify the client-dictated rates.

The Company agrees that client dictated rates will not be reduced except in accordance with Article 24.05. In this event, the Company will disclose to the Union, in writing, the details of the circumstances.

Security officers receiving a client dictated wage rate will be exempt from the increases in Article 24.08 as follows:

- a) If the rate of pay is \$12.50 per hour or more and the client contract does not provide for an increase over the term of the contract. In such cases, the conditions will be noted on the job posting. (For clarity, client contracts paying less than \$12.50 will be subject to at least the negotiated increases in Article 24.08.); OR
- b) If they have received an increase equal to or greater than the percentage increase in the minimum wage established by the agreement within the previous twelve (12) months; OR
- c) If the employee is scheduled to have an increase at the site where the client contract is renewed or has an increase built into the contract, within six months of the scheduled increase in Article 24.08, then this increase shall be paid to the employee at the time(s) stipulated in the client contract.

For the Union

For the Employer

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**Letter of Agreement- Layoff**

Further to our discussions during the 2011 negotiations for the renewal of the collective agreement, the Company will continue its current practice in the administration of displacement rights under Article 12.16(c). Specifically, the Company will allow a surplus employee to displace the junior employee within the radius described in Article 12.16(c) whose regularly scheduled number of hours per week most closely approximate those of the surplus employee.

For the Union

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For the Employer

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