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EFF.	96	12	18
TERM.	2000	12	17
No. OF EMPLOYEES	340		
NOMBRE D'EMPLOYÉS	dF		

COLLECTIVE AGREEMENT

between

ONTARIO GUARD SERVICES INC.
Ontario

- and -

UNITED FOOD & COMMERCIAL WORKERS
Local 206



December 18, 1996 - December 17, 2000

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1109(02)

COLLECTIVE AGREEMENT

BETWEEN:

ONTARIO GUARD SERVICES INC.

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

OF THE FIRST PART

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

(Hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Company recognises the United Food & Commercial Workers, Local 026, as the sole and exclusive collective bargaining agent for all its employees in the Province of Ontario that have been certified by the Ontario Labour Relations Board, save and except those employees covered by another Collective Agreement, supervisors, persons above the rank of Supervisor, Client Service Representatives, Sales staff, managers, patrol supervisors, secretarial staff, clerical and office staff, load inspectors of vehicle carrying transports, casual employees and other staff who have the authority to hire, discipline or terminate employment

and/or have access to confidential information and private investigators licensed under the *Private Investigators and Security Guards Act*, R.S.O. 1990, and employed as private investigators.

- (b) The Company and the Union agree that the sites obtained by the Company after the dates of certifications by the Ontario Labour Relations Board shall be subject to the terms and conditions of this Agreement.
- 2.02 "Casual employees" are those employees who are hired for a specific term or task not to exceed thirty-one (31) days and shall not be covered by the terms of this Agreement
- 2.03 In this Agreement, words using the masculine gender include the feminine, the singular includes the plural, and the plural the singular where the text so indicates.
- 2.04 The Company shall apply to the Union upon ratification of this Collective Agreement a list of all sites that fall under the recognition clause. A list of new sites obtained by the Company shall be provided to the Union upon obtaining said sites.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or non-membership in the Union or by reason of age, race, creed, colour, national origin, religious affiliation, sex or sexual orientation, as such terms are defined in the Ontario Human Rights Code.
- 3.02 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company or at the on-site locations of the Company's client except with the express agreement of the Company.
- 3.03 Employees may, with prior notice to the Company, review their employment records in the presence of a Company official.
- 3.04 The Company and the Union shall take all reasonable steps to maintain a working environment which is free from sexual and/or racial harassment.
- 3.05 For the purpose of this Article, "sexual harassment" includes:
- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or

- (b) implied or expressed promise of reward for complying with a sexually oriented request ; or
- (c) implied or expressed threat or reprisal, in the form either of actual reprisal or denial of opportunity, for the refusal to comply with a sexually oriented request; or
- (d) repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work or study.

ARTICLE 4 - RELATIONSHIP

- 4.01 **All employees in the bargaining unit who are members of the Union shall remain members** in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the said bargaining unit shall become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment.
- 4.02 **The Company agrees during the lifetime of this Agreement, initiation fees shall be deducted** from the pay cheques of new employees on the basis on one-half (1/2) of the total initiation fee deducted from each of the first two (2) pay periods following their commencing employment with the Company and deductions for dues shall be made each bi-weekly pay period and both initiation fees and dues shall be remitted to the Union no later than the 15th day of the following month. The said sum so remitted by the Company shall be accepted by the Union as the regular initiation fees and dues of those employees who are members of the Union.
- The Union will give the Company written notice of the amount of such initiation fee and, unless the Company is so notified, the Company is under no obligation to deduct such initiation fee. Employees hired to work during the summer holidays only shall not have Initiation Fees deducted from their pay.
- 4.03 The Company shall furnish the Union with a statement showing employees' names and Social Insurance Numbers, amounts of union dues and initiation fees paid. Such statement shall accompany the remittances referred to in Article 4.02.
- 4.04 The Company agrees, on being furnished by the Union with application cards for Union membership and cards authorizing the deduction of union dues and initiation fees, to present such cards to new employees for completion. Completed application cards shall accompany the remittances referred to in Article 4.02.

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

hours to be worked; starting and quitting time period and, generally, the right to manage the enterprise and its business without interference are solely and exclusively the **right of** the Company.

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

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company recognizes the right of the Union to elect or appoint **Stewards**, (maximum one ~~per~~ site) for the purpose of assisting other employees in the processing or presentation of grievances. The Stewards must have completed their probationary period. The Union **shall at all times keep** the Company notified in writing of the **names** of employees who are *acting* in the capacity of Steward. The Steward may deal with any grievance arising **under** this Agreement.
- 6.02 The Company undertakes to instruct all members of its **supervisory** staff to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.
- 6.03 The Union undertakes to secure from its **officers**, stewards and members, **their** cooperation ~~with~~ the Company and with all persons representing the Company in a supervisory capacity.
- 6.04 (a) It is agreed that the **Union** and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Company or the clients' site without the express permission of management. It is understood that a business agent for the Union may consult with union members during working hours, providing that it **shall** not involve a concern over the **safes** to persons or cause a breach of Security that will put the Company at **risk**.
- (b) The Union will use every effort to insure that all employees terminated for cause or employees that have resigned their position will return **all** Company property as per Company policy. For employees hired **after** the date of ratification or implementation date of this Agreement, a deposit of \$10.00 per pay, to a maximum of \$100.00 per employee, will be deducted for uniforms. Upon a successful completion of twelve (12) months' service with the Company, the money so deducted will be refunded to the employee upon his/her request..

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

- 6.05 **The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. No Steward will be recognized by the Company unless the above procedure is carried out.**
- 6.06 **A business agent of the Union, identified to the Company, in writing, wishing to discuss the matters on Company premises located at 1915 Danforth Avenue, Toronto, Ontario, with Company representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible, the business agent shall, upon entering the premises, notify the appropriate Company official.**
- 6.07 The privileges of the Steward to leave his/her work without loss of pay during regular working hours to attend Union business is granted on the following conditions:
- (a) Such business **must** be between the Union and the management. Employees having grievances **cannot** discuss these with the Steward during working hours, except in the case of a discharged or suspended employee.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.
 - (c) The Steward concerned shall obtain the permission of management before leaving his/her work and shall ensure that proper replacement relief as agreed to by Management is in place and briefed on site prior to his/her leaving.
 - (d) The time away from productive work shall be kept to a minimum and shall be reported in accordance with the timekeeping methods of the Company. It is **expressly understood and agreed that the absence of work by a steward to attend to Union business shall not interfere with the regular conduct of business including the servicing of all client requirements.**
 - (e) The Company reserves the right to limit such time taken **if it deems** the time so taken to be excessive.
 - (f) The Steward or other members of the bargaining unit will not be compensated by the Company for time lost from work while attending at negotiations, conciliation, mediation or arbitration hearings.

ARTICLE 7 - GRIEVANCE PROCEDURE

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

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

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

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

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

STEP 1

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

STEP 2

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

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

7.04 Discharge

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

Such special grievance may be settled by:

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

7.05 All employees in the bargaining unit and employees who enter the bargaining unit shall be provided with a list of Company Rules and Regulations which is attached hereto as Schedule "A" and is hereby made part of the Collective Agreement.

7.06 It is understood and agreed that an employee who has not completed his probationary period may be discharged at the sole and exclusive discretion of the Company.

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

7.08 The election by the Company to invoke discipline or a decision not to invoke the specific penalty for any of the above noted infractions shall not be construed as a waiver or abandonment of its management rights or the right to at any other time invoke the specific penalty under Article 7.05.

ARTICLE 8 - ARBITRATION

8.01 Both parties to this Agreement agree that any grievance concerning the alleged Violation or interpretation of this Agreement which has been properly carried through all the steps

of the grievance procedure outlined in Article 7 and which has not been settled may be referred to a sole arbitrator or a Board of Arbitration selected or appointed by mutual agreement between the Company and the Union. Where the parties fail to agree upon an arbitrator within five (5) working days, then the Minister of Labour shall appoint the arbitrator.

- 8.02 The arbitrator shall hear the evidence and render a decision as soon as possible, the intention being to have a decision within seven (7) days after the arbitration board hearing commences.
- 8.03 The decision of the arbitrator shall be binding on the Union and the Company.
- 8.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the express terms and provisions of this Agreement.
- 8.05 Each of the parties to this Agreement will bear the expenses of the arbitrator.
- 8.06 The parties expressly agree that Section 48(6) of the Ontario Labour Relations Act, as amended, does not apply to this Collective Agreement and that the failure of the parties advancing any grievance to strictly comply with the mandatory time limits herein shall cause the grievance to be deemed to be abandoned.

ARTICLE 9 - MANAGEMENT GRIEVANCES, UNION POLICY GRIEVANCES

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

ARTICLE 10 - NO STRIKES, NO LOCKOUTS

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances between the Company and the Union, the **Union agrees that** neither it nor any of its representatives or members will collectively, concertedly or individually, during the term of the Agreement or any extension thereof, directly or indirectly, cause, call, threaten, sanction, acquiesce or **engage** in any strike, work **stoppage**, planned inefficiency, curtailment, sitdown, harassment, sympathy strike, boycott, picketing **and/or any other work** interference for any unlawful reasons during **the term** of this Agreement. The Company agrees that it will not, during the **term** of this Agreement or any extension thereof, cause, permit or engage in any lockout.
- 10.02 The foregoing undertaking is binding upon the parties and the employees. The Company, the Union and the employees are obligated not to cause or condone any of the prohibited activities and shall take available **means** and steps to prevent or halt any such activity on the **part** of any employee of the Company. Any employee who aids, assists or participates in any of the activities prohibited by this Article shall be subject to discharge.
- 10.03 **Should the Union claim that cessation of work constitutes a lockout, it may take the matter up with the Company at Step 2 of the grievance procedure.**
- 10.04 Security **Guards** covered by this Collective Agreement shall not honour any picket lines at any location for which the Company provides security services. Security Guards shall **cross all such picket lines (subject to their own physical safety) but shall only be required** to perform their **regular** duties and shall not be required to perform the work of any striking or picketing employees.

ARTICLE 11 - PROBATIONARY EMPLOYEES

- 11.01 An employee will be considered as a probationary employee for his/her first ninety (90) **calendar days or fifty (50) full eight (8) hour shifts** worked, whichever applies **first**, and will have no seniority rights during that period. After completion of his/her probationary period the employee's seniority shall date from his/her most recent date of hire by the Company.

ARTICLE 12 - SENIORITY

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

the list is posted, in which case it ~~will~~ be subject to any adjustment under the grievance procedure if established to be inaccurate. The seniority lists **will** be brought up to date every six (6) months and a copy will be given to the Union and a copy posted on the bulletin board. Seniority shall be on a site specific basis.

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

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

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

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

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

- (b) When filling the vacancies, the skills, training and qualifications of the employees shall be given consideration and if there is any choice to be made between two (2)

or more employees who have relatively equal skills, training and qualifications, the employee having the greater seniority shall receive the preference. Vacancies shall be posted for five (5) days and only one (1) move shall occur at the discretion of the Company.

- (c) It is understood that the Company reserves the right to assign and transfer employees between sites at its sole and exclusive discretion and in accordance with its determination of the most efficient and beneficial use of its human resources.
- 12.04 (a) The Union recognizes that a layoff will generally occur as a result of the loss of a contract with a client and that as such the layoff will specifically affect those employees working at the client's site.
- (b) The Company agrees to make every reasonable effort to re-assign to other sites, those employees covered by this Agreement, who for justifiable reasons request a transfer, are laid off because of a reduction in staff, or removed from the site for just cause. These employees will not retain any seniority at their new site.
- (c) Employees shall remain on the list for six (6) months or their length of Company seniority whichever occurs first.
- (d) Employees shall be re-assigned to other sites based on Company seniority and assuming the employee in the opinion of the Company, has the required qualifications for that particular job.
- (e) When such employees are re-assigned as a result of such layoff, the wages and benefits applicable to that employee may either increase or decrease, depending on the wage and benefit code, which exists at that particular site.
- (f) New employees shall not be hired where there are employees on layoff able to perform the normal requirements of vacancies or new job positions.
- 12.05 In regard to any claim by an employee that he/she maintain seniority during a period of personal illness [subject to Article 12.02 (g)], it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical report including adequate diagnosis and prognosis, if required.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Company in its sole discretion may grant leave of absence of up to one (1) month

without pay to employees for personal reasons having due regard, however, to the operation of the work, and provided any request for leave of absence is made in writing at least two (2) weeks prior to the start of such leave and the reason for leave of absence is stated.

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

ARTICLE 14 - HOURS OF WORK

- 14.01 (a) The following paragraphs are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (b) The Union recognizes that the hours of work of the employees are directly determined by the contractual obligations between the Company and the client. Therefore, the hours of work will be as determined by the Company, but the Company will, where reasonably possible, attempt to provide full-time employees with forty (40) hours of work per week and will attempt, where reasonably possible, to schedule these hours by shifts not longer than eight (8) hours per shift and attempt to provide a minimum of twelve (12) hours off between shifts.
- (c) **Part-time employees** - Part-time employees are those employees who work twenty-four (24) hours per week or less. Part-time employees who work more than twenty-four (24) hours per week for eight (8) consecutive weeks will be reclassified to full-time status, except where such employee is relieving vacancies due to illness, pregnancy leave, vacations, bereavement leave, or court/jury duty.
- (d) Full-time employees are those employees who work more than twenty-four (24) hours per week. Full-time employees shall have seniority over part-time employees.
- (e) Part-time employees becoming full-time employees shall be credited with one-half (1/2) of their part-time service as full-time.

- 14.02 An employee shall be paid **one and one-half times** (1½ x) his **regular** basic hourly rate for all authorized overtime hours of **work** in accordance with the **Employment Standards Act** and Regulations.
- 14.03 The Union **and** the employees recognize that the nature of the Company's operations frequently requires overtime work to be performed. **It is** understood that by execution of **this Agreement the employees within this bargaining unit hereby specifically consent to the working of overtime hours as may be required by the Company in conjunction with the Employment Standards Act and its Regulations.** **It is** understood that **necessary** overtime may be assigned by **seniority** to that individual employee whom the Company considers **most** qualified and appropriate and who **is** available for the required overtime work.
- 14.04 It is **agreed** that there shall be no pyramiding **or** duplication of overtime or premium pay rates under **this** Agreement.

ARTICLE 15 - PAID HOLIDAYS

- 15.01 For the purposes of **this** Agreement, the following days will be recognized as holidays:
- | | |
|----------------------|----------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 15.02 The Company **will pay** each active employee who **has** been employed by the Company for a **period** of **three (3)** months, his/her normal shifts pay at his/her **regular** hourly rate for each such holiday provided that the employee works his/her full scheduled **shift immediately preceding and immediately following the holiday unless excused in writing from doing so** by the Company. In addition, **an** employee must have earned **wages on** at least **twelve (12) days during the four (4)** work weeks immediately preceding the holiday and having **agreed to work** on the holiday and **who**, without reasonable cause fails to report for and **perform** the work, in order to be entitled **to** the paid holiday.
- 15.03 if **any** of the holidays **fall** within an employee's vacation period, the employee shall receive **another** day off **with** pay immediately following his vacation. The Company may agree to grant the lieu day off immediately preceding the vacation period
- 15.04 **An** employee who performs work **on** a recognized holiday may elect to receive another day off **with** pay in lieu of holiday pay for that day at a **time** mutually agreeable between **the** Company and the employee. The employee must inform the employer of his/her election to take a lieu day on **or** before the holiday worked and the substituted holiday shall be

selected by mutual agreement no later than thirty (30) days following the holiday worked. Time and one-half (1 ½ x) will be paid for all hours worked on a holiday listed in 15.01 in addition to any pay that he may be entitled to in 15.02.

- 15.05 **An** employee who is laid **off** or who is on a leave of absence, sick leave, or on Workers Compensation shall not be eligible to receive holiday pay for those holidays occurring during the periods of absence.

ARTICLE 16 - PAID VACATIONS

- 16.01 **An** employee in the active employ of the Company shall be entitled to an annual paid vacation on the following basis:

- (a) Employees having less than **one** (1) year of service shall receive vacation pay only, in accordance with the Employment Standards Act.
- (b) **An** employee with more than twelve (12) months' continuous service with the Company as of June 1 of each year shall be entitled to **two** (2) weeks' vacation at four percent (**4%**) of his gross wages.
- (c) An employee with twelve (12) years or **more** of continuous service with the Company shall be entitled to three (**3**) weeks' vacation at **six** percent (6%) of his/her wages, excluding vacation pay, during years two and three of the contract and an employee with eleven (11) years or more of continuous service with the Company shall receive the same entitlement during the fourth (**4th**) year of the contract.

- 16.02 It is agreed between the Company and the Union that the following procedures will take place and will apply **each** year in the planning of an employee's vacation.

- (i) For purposes of vacation scheduling, seniority shall be the *guiding* factor provided the operation **runs** efficiently.
- (ii) The Company will arrange for a vacation schedule to be posted by March 31st of each year.
- (iii) Employees so listed will indicate their vacation date preference on the list by April 30th of each year.

- (iv) The vacation schedule in its final form will be posted by May 15th of each year.
 - (v) No ~~more~~ than one (1) employee ~~per~~ site may take his vacation during the same period, unless the Manager in his/her discretion allows a greater number, dependent solely upon ~~service~~ need.
 - (vi) Discussions between the ~~Supervisors~~ and/or employees to schedule the employee's vacation ~~period~~ will ~~take~~ place during the month of April each year and as soon ~~as~~ agreement is reached, the schedule will be initialled ~~as~~ correctly by the employee.
- 16.03 An employee ~~who~~ leaves the service of the Company shall be given the vacation pay to which he/she ~~was~~ entitled at the time he/she left the service of the Company.
- 16.04 ~~Vacation~~ time is not cumulative and must be taken by the conclusion of the vacation year.
- 16.05 ~~Requests~~ for vacation time and vacation pay shall be made in writing to the Company's Operations Office at least eight (8) weeks in advance of the ~~start~~ of the vacation. If this is done, vacation pay shall be paid on the payday immediately preceding the start of the employee's vacation.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 In ~~the event~~ of the death in ~~an employee's~~ immediate family, ~~the~~ employee ~~will~~ be granted a leave of absence without pay for a reasonable period of time up to a maximum of three (3) days and shall receive one (1) day's pay during the ~~first~~ year of the Agreement, ~~two~~ (2) days' pay during the ~~second~~ year of the Agreement, and three (3) days' pay during the third year of the Agreement. ~~This~~ allowance ~~will~~ only be ~~made~~ where the circumstances require the employee's absence from work to make arrangements for and/or attend the funeral. ~~Proof~~ of the death will be ~~ma&~~ made by providing the Company ~~with~~ a copy of the Death Certificate.
- 17.02 In ~~the event of the death of a member of an employee's immediate family and~~ the employee ~~is~~ unable to attend the funeral due to time or ~~distance~~ constraints, ~~the~~ Company may, upon the request of the employee, grant leave of absence for a reasonable period of time up to a ~~maximum~~ of three (3) days without pay ~~as~~ a period of mourning.
- 17.03 For the purposes of Articles 17.01 and 17.02, the ~~term~~ "a member of an employee's immediate family" shall mean: a husband, wife, child, father, mother, brother and sister..

ARTICLE 18 - JURY AND COURT DUTY

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

ARTICLE 19 - MEDICAL BENEFITS

- 19.01 The Company agrees to provide all full-time employees Life insurance and Accidental Death and Dismemberment insurance coverage in the amount of Ten Thousand Dollars (\$10,000.00).
- 19.02 Upon ratification of this Agreement, the Company agrees to pay to all full-time employees, one hundred percent (100%) of the cost of a Group Major Medical Program including semi-private hospitalization and prescription drugs but not limited to the foregoing. The cost sharing on the part of the Company will be limited to single coverage on a Plan having a twenty-five dollar (\$25.00), twelve (12) month deductible with reimbursement at eighty percent (80%) of reasonable and customary costs for all full-time employees with three (3) months' service with the Company who enrol with the Plan.
- NOTE: The Company agrees to permit employees to enrol in the Company Dental Plan. The employee will bear the full cost of this Plan with payment being made by a monthly deduction from the employee's pay.

ARTICLE 20 - HEALTH AND SAFETY

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

practices and shall have the **right** to make recommendations to the Company respecting the safety and health of employees. The Company **and** Union Health and Safety representatives consisting of no less than **two (2)** individuals from each side shall ~~meet~~ not less than **four (4)** times per year to discuss health and safety matters.

ARTICLE 21 - CALL-IN PAY

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

ARTICLE 22 - BULLETIN BOARDS

- 22.01 The Company agrees to permit the Union to forward notices of meetings and other Union business and affairs in a paycheque provided by the Company. It is agreed that all such notices before being posted must first be approved by the General Operations Manager or designate.
- 22.02 All such notices must be signed by a Union Officer.
- 22.03 Union notices shall be restricted to:
- (a) Notices of Union meetings;
 - (b) Notices of Union elections or appointments;
 - (c) Notices of results of Union elections;
 - (d) Notices of Union recreational and social activities;
 - (e) All other notices of Union business that directly concerns the members;

- (f) Company will ensure all approved Union notices are visible and unobstructed.

The Union agrees to provide folded meetings notices, etc

ARTICLE 23 - UNIFORMS

- 23.01 (a) The Company will provide seniority employees with the following items which ~~must~~ be worn during working hours as a condition of employment. The employee ~~will~~ be responsible for the laundering of uniforms and will be responsible for replacing ~~lost~~ or damaged uniforms. When an employee's employment is ~~terminated for any reason, that employee shall return the uniform to the Company's~~ Head Office before receiving their final paycheque and vacation pay.
- (b) ~~The following items of uniform will be supplied at no cost to the employee and will be in a good state of repair.~~
- (1) one (1) parka if required
 - (2) one (1) blazer ~~or~~ semi-military tunic
 - (3) two (2) pairs of slacks/skirts
 - (4) one (1) tie
 - (5) two (2) crested shirts
 - (6) one (1) hat, if required
- (c) The employee will be responsible for providing the following articles such as footwear, safety shoes, black socks and plain leather dress belt. Such articles must be in compliance with the Company standards as described in ~~the~~ Company policy on uniforms.
- (d) ~~At the office of authority given to the employee by the Company and at all times in public view, the uniform must be worn in good order and proudly with respect.~~
- (e) The Company ~~agrees to~~ replace or repair, at ~~no extra~~ cost to the employee, any ~~part of the uniform~~ which is ~~damaged~~ in the ~~performance~~ of their duties providing the replacement or repair is for bona fide reasons.
- (f) AU employees shall receive ten cents (10¢) per hour worked as a contribution towards the cleaning of uniforms. As a condition of this uniform cleaning contribution, ~~all~~ employees will ensure that uniforms are clean and neatly ~~pressed~~ at all times.
- (g) Management agrees to supply ~~flashlights~~ to all employees immediately free of charge, Flashlights to be replaced if inoperable through fair wear and tear.

Batteries ~~will~~ be supplied ~~as~~ reasonably required, this item will be added to the uniform issue sheet.

- (h) Key caddies will be supplied free of charge and will be added to ~~the~~ uniform issue sheet. These caddies must be worn and used for carrying keys at all times while on duty.

ARTICLE 24 - PAY FOR INJURED EMPLOYEES

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

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

CLE 25 - CLASSIFICATIONS AND RATES OF PAY

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

In addition to this billing rate percentage:

Each full-time employee shall receive:

Effective December 18, 1997 - \$60.00 lump ~~sum~~ payment
 Effective December 18, 1998 - \$70.00 lump ~~sum~~ payment
 Effective December 18, 1999 - \$85.00 lump ~~sum~~ payment.

Each part-time employee shall receive:

Effective December 18, 1997 - \$20.00 lump ~~sum~~ payment
 Effective December 18, 1998 - \$30.00 lump ~~sum~~ payment
 Effective December 18, 1999 - \$35.00 lump ~~sum~~ payment.

25.02 **Red Circle**

Employees above the job rate shall not have their rates adjusted to the job rate during the life of this Agreement unless circumstances require adjustment pursuant to Article 12.04 (e).

Probationary and Part-Time Employees

Probationary employees may receive one dollar (\$1.00) less than employees who have passed the probationary period.

ARTICLE 26 - SPECIAL ASSIGNMENTS OR PROJECTS

26.01 For purposes of this Agreement, "Special Assignments or Projects" are defined as:

- (a) Contracts between the Company and a client to provide services for a period of not more than thirty-one (31) consecutive days and may include, but not limited to: sports, cultural, educational, commercial, exhibitions, trade show, fairs and political conventions.
- (b) Contracts between the Company and a client to provide services during a strike by a clients employees for a period of not more than six (6) months.

26.02 Employees performing special assignments that are tendered for by the Company at a lower rate than is normally paid to the Company for its present services at any site, will be paid at a rate that will be determined between the Union and the Company on an assignment by assignment basis. The maximum basic wage rate shall be \$15.00 per hour.

26.03 If requested, client billing rates for any site will be provided to the Union to verify pay rates and any changes to these rates will be provided on the fifteenth (15th) day of the following month, during the term of this Agreement. Any wage adjustments due to billing increases will be made on the same day as any adjustments to the client billing rate. No decreases in wages will be implemented.

ARTICLE 27 - HEADINGS

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

ARTICLE 28 - DURATION

28.01 The Agreement shall become effective as of the 18th day of December 1996 and shall remain in effect until the 17th day of December 2000, and thereafter from year to year unless notice of desire to modify, amend or terminate is given in writing by either party to the other. The notices shall be given not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry of the Agreement, and shall stipulate which articles of the Agreement are proposed to be modified, amended or terminated.

DATED at Toronto Ontario, this 6th day of April, 1998

ON BEHALF OF THE COMPANY:

Balutson

ON BEHALF OF THE UNION:

John Hurley

SCHEDULE "A"

RULES AND REGULATIONS

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

(a) **Minor and Moderate Breaches**

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

(b) **Serious or Major Breaches**

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

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

1. Theft, fraud, embezzlement or possession of stolen property or aiding in the commission of these offenses.
2. Removal of property from the Company's property or the client's property without proper authorization
3. Dishonesty, including falsification of Company records and/or reports, time cards, security related records, benefit claims and recording charts.
4. Consuming or being under the influence of or in possession of intoxicating substances including alcohol or illicit drugs while reporting to work or on duty on the Company's or the Company's clients premises.

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

23. **Accepting a bribe in connection with your work**
24. **Signing ~~for~~ or reporting time ~~for~~ yourself or another employee for hours not actually worked**
25. **Engaging in activities or work in direct conflict with your assigned guard duties.**
26. **Violation of the *Private Investigators and Security Guards Act of Ontario*.**

LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

-and-

UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: TRANSFER OF EMPLOYEES


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

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

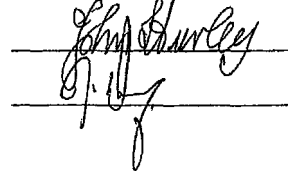
In such instances, the employee will, if they possess the skills and ability to perform the required assigned duties, be transferred to another location covered by this Collective Agreement and will be paid the rate of pay for that location or site.

DATED at Toronto, Ontario, this 6th day of April, 1998

ON BEHALF OF THE COMPANY:



ON BEHALF OF THE UNION:



LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

-and-

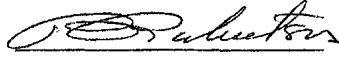
UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: SICK DAYS

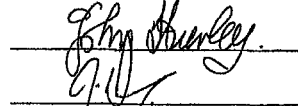
The parties agree that employees may take a day of their vacation entitlement in cases where they are absent from work due to illness. It is understood that employees exercising this option will not be able to claim the vacation days used as sick days, for the purpose of claiming vacation or vacation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

DATED at Toronto, this 6th day of April 1998

ON BEHALF OF THE COMPANY:



ON BEHALF OF THE UNION:



LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: EMPLOYEE ADVANCEMENT


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

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

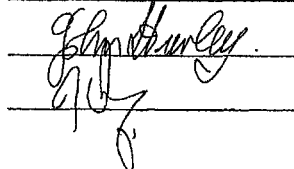
The parties recognize **this** as being **the** nature of the Security Industry, and that with **this** variation of required client services **and** the resulting wage rates, a security **guard** who is willing **and** able to move to different **sites** has a **greater opportunity** to transfer to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

DATED at Toronto, this 6th day of April 1998

ON BEHALF OF THE COMPANY:



ON BEHALF OF THE UNION:



LETTER OF UNDERSTANDING

Between

ONTARIO GUARD SERVICES INC.

- and -

UNITED FOOD & COMMERCIAL WORKERS, Local 206

RE: TRAINING HOURS

For employees with more than one (1) year of service with Ontario Guard Services, the Company agrees to pay fifty percent (50%) of the cost, to a maximum of \$100.00 per year, to employees who take job related courses in order to upgrade their working skills.

All courses for which an employee is going to claim for under this Agreement must be approved by the Company prior to the employee taking the course.

This letter only applies to employees who take training courses on their own time (i.e. evenings, days when not working or on employee's day(s) off).

DATED at Toronto, this 6th day of April 1998

ON BEHALF OF THE COMPANY:

[Signature]

ON BEHALF OF THE UNION:

[Signature]

&

