

Collective Agreement

between

Paragon Protection Ltd

and

United **Foods** and Commercial Workers
International Union local 333

Begins:
12/20/1998

Terminates:
12/19/2001

11103 (02)

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ARTICLE 1 - PURPOSE

1.01 The **general** purpose of the Agreement between the Company and the Union is to establish and maintain:

- (a) orderly collective bargaining relations;
- (b) a **procedure** for the prompt and equitable handling of grievances;
- (c) satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement, in recognition of the principle that an employee shall receive a fair day's pay for a fair day of work effort.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 (a) The **Company** recognizes the Union as the sole and exclusive bargaining agent for **all security guards** in its employ in the Province of Ontario, **save and except supervisors and persons above the rank of supervisor.**

2.02 For the purpose of this agreement;

- (a) "**full-time employee**" means an **employee employed** in the bargaining unit **described** in 2.01 who regularly **works more than twenty-four (24) hours per week;**
- (b) "**part-time employee**" means a part-time employee employed in the bargaining unit **described** in 2.01 who regularly **works twenty-four (24) hours per week or less.**
- (c) "**casual employee**" is an employee who **works** intermittently **for the Company** and who is **designated** as such **by the Company.**

2.03 The **terms and conditions** set forth in this Agreement shall have full force and effect for all full-time employees in the bargaining unit described in paragraph 2.01 herein. Only the following provisions apply to **part-time employees and students** employed during the school vacation **period:**

- (a) Article 5;
- (b) **Article 8;**
- (c) **The probationary period** in Article 10;
- (d) Article 11;
- (e) **The wage rates set out in Schedule "A".**

- 2.04** Employees of the Company in supervisory positions shall not perform ~~assume~~ the duties of **any** unionized position except on an occasional and necessary basis for the purpose of training, and in circumstances ~~beyond the~~ Company's control.
- 2.05** The Company at no time shall ~~use~~ contracting out in order to ~~intentionally~~ subvert the bargaining unit position. If the Union ~~so~~ claims, they will ~~have~~ the right to appeal to ~~the~~ Labour Department for a Section 45 Arbitration and ~~the~~ decision of the Arbitration shall be final.

NOTE: Wherever the **male** gender appears, it shall **also** intend to **imply** the **female** gender.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The parties agree that there will be **no** intimidation, discrimination, ~~interference,~~ restraint ~~or~~ coercion exercised or practiced 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 or sex, 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 and job sites ~~except by agreement~~ with the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** Except, and to the extent specifically modified by 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 autho^{reav}~~ 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 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 at the Company's expense by a physician designated or approved by it; the qualification 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.**

4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

ARTICLE 5 - UNION SECURITY AND DUES

- 5.01 The Company agrees to deduct Union dues from the bi-weekly earnings of each employee.**
- 5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Company to be currently in effect according to the Union's constitution. The required deductions shall be made for each pay period and shall be remitted within fifteen (15) days after the month in which such deductions are made to the designated officer of the Union. The Union shall advise the Company of the name, position and address of the aforementioned designated officer and its failure to do so shall relieve the Company of its obligation to remit the deductions herein provided for until the Company is so advised**
- 5.03 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the**

Company has acted **wrongfully** or illegally in making the aforementioned deduction for Union dues.

- 5.04** 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.
- 5.05** An employee in the bargaining unit **described** in paragraph 2.01 shall become and remain a member in **good** standing of **the Union** as a condition of continued employment, upon the completion of his **probationary** period.
- 5.06** The Company shall **deduct** from the earnings of each employee who has completed the probationary period such initiation **fee** as the Union may prescribe from time to time by its constitution or by-law. 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**.
- 5.07** The Company shall **show** the yearly union dues deductions on the employees' T-4 slip.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01** The **parties** having entered into this **Collective Agreement** in **mutual good faith**, the Company **agrees** there will be **no** lockout and the Union **agrees** there will be **no** **strike**, picketing, **slow down** or other concerted **activity** **either complete or partial** which could interfere with or restrict **production** during the **term** of this **Agreement**.
- 6.02** **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 7 - REPRESENTATION

- 7.01** The **Company** recognizes the right of the Union to elect or appoint one (1) Steward for each three hundred and fifty (350) members in the following **geographical** areas; 1. Greater Toronto area 2. Northern Ontario 3. Southwestern Ontario, 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 the **employees** who are acting in the capacity of Stewards. The **Stewards** shall deal with any grievance **arising under** this Agreement.

- 7.02** It is understood that **the Steward** will have to **do the work assigned to him** by the Company, and if it is necessary that he investigate a **grievance** during **working** hours, he will not leave his **work** before obtaining the permission of the supervisor in charge. When returning to his **regular** work, he will report himself to the supervisor, and if he is **requested to do so**, will give an explanation as to his absence and its **length**. If these conditions are met, the **Company agrees** that he will not lose pay in such circumstances. It is understood that whenever possible, the Steward will take **care** of grievances outside of his working hours, in order not to impede the production of his department.
- 7.03** 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** and no Steward shall be appointed or elected unless he has completed the probationary period.
- 7.04** A **Business Agent** of the Union, identified to the Company, in **writing**, wishing to discuss **matters on Company premises** 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**.
- 7.05** The Company will compensate Stewards at their regular straight time hourly rate of pay for time spent in **grievance meetings with the Company**.

Grievance meetings will **normally** be held during working hours provided such meetings do not unduly disrupt operations.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** The parties to this Agreement are agreed that it is of the **utmost** importance to adjust complaints and **grievances** as quickly as possible. Accordingly, no **grievance shall be arbitrable where** the circumstances giving rise to it occurred or originated **more than five (5) working days before the filing of the grievance**.
- 8.02** It is generally understood that an employee **has no** complaint or grievance until he, either directly or through the Union, **has** first given his immediate Service Manager an opportunity **to adjust** the complaint.

8.03 If, after registering the complaint with the Service Manager and such complaint is not settled within **two (2)** 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 #1:

The grievance shall be submitted in writing either directly or through the Union to the Company Designate within **five (5)** working days of the **circumstances** giving rise to the **grievance**. The Company Designate shall hold a meeting with the **employee** and Steward within a further **five (5)** working days and shall communicate his position to the employee within **three (3)** working days of such meeting.

Step #2:

If the matter is not settled, then within **three (3)** working days of the Company Designate's reply, the Union **Staff Representative** may request a meeting with the President or his Designate. In such case the meeting shall be held **between the Company Representative(s) and the Union Staff 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. The notice to arbitrate shall contain the name and address of the **Union's** proposed Arbitrators and the **remedy sought**. Thereafter the parties shall confer to select an agreeable Arbitrator.

8.04 Discharge

A claim by an **employee** other than a probationary employee that he has been **unjustly discharged or suspended shall be treated as a grievance** if a written statement of such **grievance** is lodged with the **President** or his **Designate** within **five (5) working days** after the employee ceases to work for the Company.

Such special grievance may be settled by:

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

ARTICLE 9 - ARBITRATION

- 9.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties after properly exhausting all steps of the Grievance Procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an impartial Arbitrator. The recipient of the notice shall within ten (10) working days inform the other party of the name of its suggestions. If the recipient of the notice fails to suggest an Arbitrator or if the parties fail to agree upon an Arbitrator within the time limit, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. The Arbitrator will hear and determine the difference or the allegation, shall issue a decision and the decision is final and binding upon the parties and upon the Company and any employee affected by it.
- 9.02** The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement, nor to deal with any matter which is not covered by this Agreement. The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding on both parties.
- 9.03** The compensation and expenses of the Arbitrator shall in all cases be borne equally by the Company and Union.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- 10.01** An employee will be considered as a probationary employee for his first five hundred and twenty (520) working hours of employment and will have no seniority rights during that period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire.

ARTICLE 11 - SENIORITY

- 11.01** Seniority lists will be posted by the Company 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 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 Steward of the Local Union and a copy posted on the bulletin board. Seniority shall be on a company-wide basis and an employee will be on probation until he has completed five hundred and twenty (520) working hours of employment for the Company.

11.02 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;
- (e) is laid off for a continuous period exceeding the length of his seniority at the time of lay-off or a period exceeding twelve (12) months, whichever comes first;
- (d) fails to return to work within five (5) working days of being notified or 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 his current address and telephone number.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he 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 due to illness or injury in excess of twelve (12) months; or
- (h) retires or is retired

11.03 When a permanent vacancy in the existing job classifications in the Agreement occurs, such vacancy will be posted on the bulletin board at the Company's Operations Office for a period of five (5) working days and eligible employees will have the right to bid for the position.

11.04 In the cases of increases or decreases in the work force, senior employees shall be entitled to preference over junior employees provided that the senior employee has the ability and qualifications to perform the available work. Seniority rights shall not be exercised, however, to displace an employee in a higher-rated classification. It is agreed that probationary and temporary employees will be laid off first.

- 11.05** In the event of a layoff due to the loss of a site, the Company must find a new location for laid off employees according to their seniority within two (2) working days of being laid off.
- 11.06** The Steward shall be the last person to be laid off provided that he has the ability and qualifications to perform the available work. This provision shall cease to apply to the Steward once he no longer holds the position.
- 11.07** In regard to any claim by an employee that he maintain seniority during a period of personal illness (subject to Article 11.02 (g)), it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical certificate. Where the Company requires a doctors note from an employee the Company shall pay for any costs incurred by the employee with proof of receipt.
- 11.08** it shall be the duty of employees to notify the Company promptly in writing of any change in their address and phone number. If an employee shall fail to do this, the Company will not be responsible for failure of any notice to reach such employee.
- 11.09** When two (2) or more employees commence work in the same day the procedure for determining their relative seniority date shall be as follows:
- (a) The employee who commenced work at the earliest hour shall be senior.
 - (b) When the employees commenced work at the same hour the one who signed the Company's application of employment form, first shall be senior.
 - (c) All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officers of the Company and the Union representative in charge of the bargaining unit

ARTICLE 12 - JOB POSTING

- 12.01** In the event that a new job is created or a permanent vacancy occurs in an existing job which the Company deems necessary to fill, the Company will post these openings at the Company's Operations Office for a period of five (5) working days in order to allow seniority employees interested to apply in writing.
- 12.02** In the event that two (2) or more employees apply, the Company shall use seniority as the governing factor where the skill, qualifications, merit and ability of the applicants are relatively equal in the Company's judgment. If no applications are received from employees who the Company considers are qualified, the Company shall have the right to hire from outside the bargaining unit.

- 12.03** The Company will post at the Company's Operations Office the name of a successful applicant not later than ten (10) working days following expiration of the posting period.
- 12.04** It is agreed that successful applicants for a posting shall not be permitted to reapply for another job for a period of six (6) months.
- 12.05** The Company shall have the right to remove a successful applicant for a job within the first thirty (30) days if he is unable to properly perform the job.
- 12.06** The job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01** The Company 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 place, and provided any request for leave of absence is made in writing at least three (3) 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 Company will arrange for the continued coverage of medical insurance if the employee leaves sufficient funds with the Company to cover the complete costs (including the Company's portion) for the duration of the granted leave of absence.
- 13.04** The Steward shall be granted unpaid leave of absence without loss of seniority to attend conventions or other official Union business. Such leaves shall be limited to ten (10) working days per contract. Leave shall be granted provided that written request for it is made at least two (2) weeks prior to the start of such leave and provided that the leave does not interfere with the company's operations.
- 13.05** Leave of absence without pay will be granted for a period of up to one (1) year to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence will be extended from year to year. Should the employee wish to conclude his leave of absence prior to the agreed expiry of the leave, he will provide three (3) weeks notice to the Company before returning to work.

13.06 The Company will grant up to one and one half (1 1/2) years leave of absence with no break in seniority for any employee called to active service in the Canadian Military or the United Nations or N.A.T.O. through the Canadian Military. An employee requesting such leave must provide Written proof that his service is required.

ARTICLE 14 - HOURS OF WORK

14.01 (a) Overtime at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate of pay will be paid accord to the Employment Standards Act.

(b) The Company agrees not to use the equalizing of overtime system where the Company averages overtime over two (2) weeks to avoid paying overtime after forty-four (44) hours.

14.02 The Union and the employees recognize that the nature of the Company's operations frequently requires overtime work to be performed. overtime work assignments shall be offered on a rotating basis starting with the senior officer.

14.03 it is agreed that there shall be no pyramiding or duplication of overtime or premium pay rates under this agreement. where two (2) or more premium pay provisions are applicable, only the greater provisions shall be paid.

14.04 The Employer will attempt to ensure that an employa will not be required to stay in excess of his shift in the event his replacement does not report for work. However the employee will not leave his post until a replacement is found.

ARTICLE 15 - PAID HOLIDAYS

15.01 For the purposes of this Agreement the following days will be recognized as holidays:

New Years Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

15.02 The Company will pay each active full-time employee who has completed his probationary period, his normal shift's pay at his regular hourly rate for each such holiday provided that the employee works his full scheduled shift immediately preceding and immediately following the holiday unless excused from doing so

by the Company. In addition, an employee must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the day.

- 15.03** If any of the above 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** if an employee performs work on a recognized holiday, he may elect to receive another day off with pay in lieu of holiday pay for that day. The employee must inform the employer of his 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 1/2) will be paid for all hours worked on a holiday listed in 15.01.

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 provisions of 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 at four percent (4%) of his gross earnings.
 - (e)** An employee with five (5) years or more of continuous service with the Company as of June 1 of each year shall be entitled to three (3) weeks vacation at six percent (6%) of his gross earnings.
 - (d)** An employee with ten (10) years or more of continuous service with the Company as of June 1 of each year shall be entitled to four (4) weeks vacation at eight percent (8%) of his gross earnings.
- 16.02** For the purposes of determining increased vacation entitlement, the appropriate date shall be June 1 of each year.
- 16.03** An employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he 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 shall be made in **writing to the** Company's **Operations Office** at least **six (6) weeks** in advance of the **start** of the **vacation**. If this is done, **vacation pay shall be paid on the pay day immediately preceding the start of the employee's vacation.**
- 16.06** Twenty percent (20%) of employees per classification per site will be allowed to take **vacation at one** time.
- 16.07** Vacation pay **cheques** will have proper tax adjustment to ensure members receive **maximum net pay** allowed by Revenue Canada.

ARTICLE 17 - HEALTH AND WELFARE

- 17.01** The Company **agrees to pay forty (\$0.40) cents per hour in the first year of the contract, forty-five (\$0.45) cents per hour in the second year of the contract and forty-five (30.45) cents per hour in the third year of the contract for each full-time employee to the Union's Health and Welfare Fund.**
- 17.02** Effective December 20, 1995 the Company **agrees to contribute an additional ten (\$1.10) cents per hour into the Union's Education Fund for Full-time employees. Effective December 20, 1997 the Company will pay into the Union's Education Fund on behalf of all employees, full-time and part-time.**
- 17.03** The Company shall not be required to make premium payments on behalf of employees laid off in **excess of one (1) month. For other employees not actively at work, this period shall be two (2) months.**

ARTICLE 18 - PAY FOR INJURED EMPLOYEES

- 18.01** In the event that an employee is injured in the **proper performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid his wagger for the remainder of his shift**

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

ARTICLE 19 - JURY DUTY AND CROWN WITNESS PAY

- 19.01** If an employee is called for jury duty or subpoenaed as a witness to give evidence on behalf of the **Crown, he shall receive a regular day's pay for each day he is**

absent from his scheduled work provided that he signs over to the Company any jury duty fee or witness money he has received from the Court, this payment not to exceed three (3) weeks.

19.02 If an employee is excused from jury or witness duty 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 20 - CALL-IN-PAY

20.01 When an employee is called back to work after the conclusion of his regular shift and he has left the Company premises, he shall receive a minimum of three (3) hours work or three (3) hours pay at his regular straight time rate.

20.02 The provisions of 20.01 above shall not apply when an employee is called in to work immediately prior to the start of his scheduled shift.

ARTICLE 21 - REPORTING PAY

21.01 An employee reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless he is returning to work without notice after an absence, shall receive three (3) hours work or three (3) hours pay at his 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 - BEREAVEMENT LEAVE

22.01 In the event of the death in a full-time employee's immediate family (child, spouse, father, mother, sister, brother, father-in-law, mother-in-law, sister and brother-in-law, grandparents and grandchildren), the Company shall grant a paid leave of absence for three (3) successive scheduled working days for the purpose of allowing the employee to make funeral arrangements and to attend the funeral.

22.02 One-half (1/2) day (in town) or one (1) day (out of town) is granted to attend the funeral of a relative outside of the immediate family.

ARTICLE 23 - BULLETIN BOARD

23.01 The Company will provide a bulletin board in the Company's Operations Office for the convenience of the Union in posting notices of union activities. All such

notices must be signed by an authorized officer of the Union and submitted to the Manager and/or his authorized representative for approval before being posted.

ARTICLE 24 - HEALTH AND SAFETY

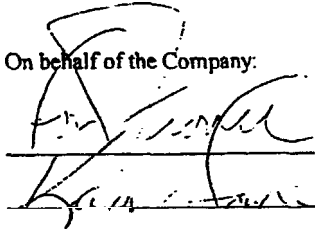
- 24.01** The Company shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules, and shall have the right to make recommendations to the Company respecting the safety and health of employees.
- 24.02** The Company will provide seniority employees with the following items at no cost to the employees and these items 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.
- (1)** one parka as required
 - (2)** one blazer as required
 - (3)** one pair of pants as required
 - (4)** one tie as required
 - (5)** two shirts as required.


If rainwear is necessary: Company will provide on site.

ARTICLE 25 - DURATION

25.01 The Collective Agreement shall be effective ~~from~~ December 20, 1998 to December 19, 2001 and shall continue in force from year to year thereafter unless written notice to bargain is given not more than ninety (90) days before the expiry date by the party desiring change. On receipt of such written note, the parties agree to meet and bargain in good faith to reach a renewal Collective Agreement

Dated at Toronto on the 25TH day of FEBRUARY 1999.

On behalf of the Company:


On behalf of the Union:

_____ C.S.

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

Security Officer (Level One):

Security Officer Level One will receive not less than **sixty (60%)** percent of the bill rate.

Security Officer (Level Two):

Security Officer Level Two will receive not less than **sixty-five (65%)** percent of the Bill Rate upon successful completion of the Canadian Security Industry Training **Course Level Two** as mutually **agreed to by the** Company and Union.

Security Officer (Level Three):

Security Officer Level Three will receive not less than **seventy (70%)** percent of the Bill Rate. **Security Officer Level Three** is a site supervisor and the Company retains sole discretion to appoint site **supervisors**.

The ~~Employer and the~~ Union ~~agree~~ that the wage formula as ~~set out~~ in Schedule "A" shall be maintained during the term of this agreement.

The ~~Employer~~ will **permit on site visual inspection only** of the Employer's billing rates to its clients for verification purposes by the President of the Union in the presence of the Employer President. Such access is limited to normal business hours at the Company's ~~Head Office~~ upon receipt by the Employer of notice no less than **forty-eight (48)** hours in advance of such inspection. It is **agreed** that the Union President and the Union are bound by an **undertaking** to the Employer not to **disclose to any person or entity (other than an arbitrator appointed under the terms of this Agreement or the Labour Relations Act R.S.O., 1980, c.228 as amended)** the name or names of the Employer's clients, their **billing rate**, or any other proprietary or confidential business information that the Union President may learn directly or indirectly as a result of such access.

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

1. There will **not** be any roll-back in wages if Security Officers are being paid **over** job rate.
2. Any percentage increase will be passed on to the Security Officers on a **prorata** basis.
3. Probationary and part-time employees may receive **up to one dollar (\$1.00) less** than employees who have attained seniority.

SCHEDULE "B"

1. The pay date and *method* of payment shall not be altered during the term of this agreement unless mutually agreed **between both the Union and the Company**.
2. All employees personnel records shall be **purged of disciplinary reports after a period of twenty-four (24) months** from the date of the **alleged infraction**. If the **employee requests** the Union Representative shall be **present at any meetings** dealing with this process.

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BENEFIT  **ST FUND**

Effective Date:
April 1, 1997

Plan J

ENTERED

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SCHEDULES

Contractholder:

**TRUSTEES OF THE CANADIAN SECURITY UNION
BENEFIT TRUST**

For Plan J members and their dependents

Effective

Date: January 1, 1996

Group

Contract No.: 4239

IMPORTANT: Keep these Schedules in the front cover pocket of your booklet.

This booklet contains important information and should be kept in a safe place for future reference.

SCHEDULE

MEMBER LIFE INSURANCE BENEFIT

Classification	Amount
<i>All</i> eligible active members:	\$10,000

Note:

Your amount of Member Life Insurance will terminate at age 70, or prior retirement.

SCHEDULE

HEALTH CARE BENEFITS

Classification

All eligible active members under age 70 and their dependents:

COVERED CHARGES

(See Benefit Description For Coverage Details)

DRUGS.....VISION CARE

	Amount
Calendar Year Deductible (does not apply to Vision Care)	\$25 per family
Percentage Payable	
Drugs	80%
Vision Care	100%
Vision Care Benefit Maximum (in any 24-month period)	
Lenses and Frames or Contact Lenses	\$50

SCHEDULE

DENTAL CARE BENEFITS

Classification

All eligible active members under age 70 and their dependents:

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CARE

Fee Guide

Payments under this plan will be based on the 1995 Ontario Provincial Fee Guide for General Dental Practitioners.

	Amount
Calendar Year Deductible	Nil
Percentage Payable	
Routine Care	80%
Benefit Maximum (per calendar year)	
Routine Care	\$1,000

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GENERAL PROVISIONS

Member Eligibility

To be eligible for coverage you must be:

- an active, permanent member of an Employer covered under this plan, working full-time for more than 24 hours per week and not working on a seasonal basis;
- in a class shown in the Schedule; and
- covered under a Provincial Health Insurance Plan.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or
- upon completion of the probationary period as indicated in your collective bargaining agreement.

Dependent Eligibility

To be eligible for coverage your dependent must be insured under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

A person may not be covered for Health Care and Dental Care Benefits as a dependent of more than one member; or both as a member and as a dependent.

Dependent means a spouse or unmarried child at least 14 days of age but under 21 (25, if regularly attending school) and solely dependent upon the member for support.

Dependent Eligibility (continued)

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person of the opposite sex living with the member **will** be deemed to be the member's spouse, if such person:

- is publicly represented **as** the member's spouse; and
- has been living with the member for a period of at least 1 consecutive year.

Child means:

- a natural or legally adopted **child**; or
- a step-child or other child, who is dependent upon the member for support and lives with the member in a regular parent-child relationship.

Effective Date of Coverage

Coverage for you and your dependents **will** become effective **on** the date of eligibility.

If you are absent from work because of disability due to illness or injury on the date your coverage, or any increase in your coverage, would otherwise become effective, such coverage **will** not become effective until the date you return to active full-time work for 1 **full** day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or injury **on** the date such coverage would otherwise become effective, will not become effective until the date such dependent is **no** longer **so** confined.

Temporary Absence From Work

For all Benefits you and your dependents may continue to be covered at your Employer's option and subject to premium payment (on a self-pay basis by the employee), if your absence from active work is not due to termination of employment but due to:

- illness, injury, or pregnancy or parental leave, but not beyond age 65 (or for up to 6 months, if you are age 64 years and 6 months or older and eligible for coverage); or

Temporary Absence From Work (continued)

- temporary lay-off or leave, but not beyond the end of the contract month following the contract month in which such absence began.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Health Care and Dental Care Benefits for Incapacitated Children

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to Aetna Life within 31 days after such date that such child

- is incapable of self-sustaining employment by reason of mental retardation or physical handicap;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Aetna Life, as required, but not more often than yearly.

MEMBER LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Member Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- become Totally and Permanently Disabled while covered;
- continue to be **so** disabled for the next 6 months; and
- are under age 65;

the Member Life Insurance for which you were covered at the time you became **so** disabled **will** continue while you are so disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Aetna Life, within 12 months of the date you cease active work, that you are so disabled. From then on you must submit proof satisfactory to Aetna Life, as required, that you are still **so** disabled.

Totally and Permanently Disabled means that solely because of an illness or **injury**, you are, and **will** continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

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Conversion Option

If your Member Life Insurance reduces or terminates, you may be eligible to convert the terminated amount to an individual life insurance policy without a medical examination or health questionnaire being required. The eligibility requirements, the type of policy and the amount of coverage that you may convert are described in the Contract issued to the Contractholder. Contact your Employer or the nearest Aetna Life office for details. Written application together with the initial premium due must be submitted to Aetna Life within 31 days of the date your Member Life Insurance terminates.

Extension of Benefit

If you die within 31 days of the date your Member Life Insurance terminates, the amount you could have converted **will** be paid as a death benefit under this plan even if you did not apply for conversion.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by Aetna Life. A new deductible will begin each January 1.

Percentage Payable

This is the part of Covered Charges that Aetna Life pays after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

1. Drugs

Charges for drugs, including oral contraceptives, prescribed by a licensed doctor (M.D.) or licensed dentist and dispensed by a registered pharmacist, that regardless of their legal status are not normally obtainable except by prescription from a licensed doctor (M.D.) or licensed dentist.

2. Vision Care

Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the Benefit **Maximum**. No amount **will** be paid for safety or sun glasses, anti-reflective coatings, or for tints other than **No. 1** or **No. 2**.

Limitations

No amount **will** be paid for care, services or supplies:

- if the payment is prohibited by law;

Limitations (continued)

- that a covered person may obtain as a benefit under any governmental plan or law; or
- for which no charge would have been made in the absence of this coverage.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits **will** be the same **as** though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 3 months.

Totally Disabled means:

- for a member, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that Aetna Life pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges up to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 9 months;
- periodontal scaling and root planing (limited to 10 units per calendar year for **all** procedures combined);
- occlusal equilibration (limited to 8 units per calendar year);
- topical application of sodium or stannous fluoride (where such application is necessary for the maintenance of sound dental health);
- dental x-rays;
- radiographs;
- **fillings;**
- biopsy;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;

Routine Care (continued)

- anaesthesia and its administration;
- space maintainers;
- repair, relining or rebasing of dentures;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue **grafts** and occlusal guards, but not athletic **guards**;
- endodontic treatment, including root canal therapy;
- consultations;
- bacterial cultures and cytological examinations;
- oral hygiene instruction, but not more than once every 6 months; and
- pit and fissure sealants for permanent molar teeth of children up to and including age 15 where necessary for the maintenance of sound dental health.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- repair, relining or rebasing of **full** dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of **his** license.

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the **Province** where the charges are incurred; or
- the Fee Guide for dentists.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300, proposed details and x-rays should be submitted to Aetna Life for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays **will** be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount **will** be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- stainless steel crowns on permanent teeth;
- nutritional counselling;
- protective athletic appliances;

Limitations (continued)

- dentures, crowns and bridgework (other than Covered Charges shown under Routine Care);
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of a lost or stolen prosthesis; or
- orthodontic treatment or correction of malocclusion.

COORDINATION OF BENEFITS (HEALTH CARE AND DENTAL CARE BENEFITS ONLY)

If a person covered under this plan is also covered under another plan, benefits under **all** plans are adjusted **so** as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as a member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, Aetna Life may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or
- pay **to** or recover from any other person, corporation or organization any excess payment; any payment **so** made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge Aetna Life from **all liability** under this plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

Claim forms are available from your Administrator. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to:

Union Benefit Trust Fund
135 Queen's Plate Drive, Suite 200
Etobicoke, Ontario
M9W 6V1
(416) 745-6466

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At Aetna Life's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the person rendering such care.

Beneficiary

For member death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the Benefits Administrator for the Contractholder; or
- Aetna Life's Head Office;

to take effect as of the date such request was executed, but without prejudice to Aetna Life for any payments made before such request is received at its Head Office.

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Aetna Life within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;

Proof of Loss (continued)

- 12 months after the date the member ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits; and
- 18 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care and Dental Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Aetna Life shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from the Board of Trustees.

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