

COLLECTIVE AGREEMENT

BETWEEN:

SECURITAS CANADA LIMITED

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

UNITED STEELWORKERS OF AMERICA

(hereinafter referred to as the "Union")

OF THE SECOND PART

(Greater Toronto Area)

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition *of* grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties recognize that fair working conditions and stable, effective operations contribute to providing quality security services to clients.
- 1.03 Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.04 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.

ARTICLE 2: RECOGNITION & SCOPE

- 2.01 Securitas Canada Limited (“the Employer”) recognizes the Union as the exclusive bargaining agent for all Security Guards employed by the employer in the City of Toronto, the City of Brampton, the City of Mississauga, the City of Vaughan, the City of Richmond Hill, the City of Markham and the Town of Oakville, save and except employees in bargaining units for which any trade union held bargaining

rights prior to the date hereof, Supervisors, Guard Inspectors and persons above those ranks, and office, clerical and sales staff,

The Parties are agreed that the term “Supervisor” is deemed to include; Site Supervisor, Shift Supervisor and Guard Inspector/Dispatcher.

2.02 It is clearly understood and agreed between the parties that the following sites and employees working at those sites are excluded from this Article **and** are **not** covered by this collective agreement or any other collective agreement which exists as of the date of this Agreement:

- a) **All** IBM sites
- b) Parke Davis

The parties agree that the sites listed below and held by the Employer at the time of the coming into force of this Collective Agreement, shall continue to be recognized in accordance with the provisions of Articles 2.02 contained in the previous Collective Agreements between the parties. The parties further agree that should the Employer cease to provide services at said sites and **at** some point thereafter, the Employer resumes the providing of services at said sites, such sites shall be included into the scope of this Collective Agreement. The applicable sites are as follows: Procor Limited (Oakville) and Legato Systems (Burlington).

2.03 The parties agree that employees who are not in the bargaining unit shall not perform bargaining unit work except:

- a) as otherwise provided in this Agreement:
- b) for the purpose of instruction; and/or
- c) as an ancillary **part** of their function, security guard work only:
 - i) at sites at which no security officer is assigned;

- ii) in the case of emergency such as flood or fire or another similar reason when bargaining unit employees are not available. Emergencies shall include but will not be limited to any open post;
- iii) in other circumstances for not more than three (3) consecutive hours or ending as soon as possible thereafter

2.04 Notwithstanding Articles 2.01, 2.02 and 2.03, persons designated as a supervisor by the Employer shall be excluded from the bargaining unit and shall be entitled to perform such bargaining unit **work** as is necessary, provided that:

- a) in the case of security officer, the number of supervisors assigned to a site ,which is awarded after the date of ratification only (which may include a number of posts) shall be in the following proportion to the number of hours per week regularly **worked** at a site:

<u>Number of hours</u>	<u>Number of supervisors</u>
less than and including 208	0
between 209 and 528	1
between 529 and 1056	2
between 1057 and 2156	3
between 2157 and 4356	4
between 4357 and 6336	5
between 6337 and 8800	6
over 8800, for each additional 2200 hours	add one more

- b) any and all ratios regarding the current number of supervisors at existing sites and employees who are designated **as** supervisors in effect immediately preceding the date of ratification shall be red-circled and not subject to the ratio restrictions set out in paragraph a) above.

2.05 CONTRACTING OUT

The Employer agrees not to contract out any bargaining unit work except in cases where contracting out would not result in the loss of any bargaining unit jobs, in the failure to recall an employee on the recall **list** with respect to a site within a forty **(40)** kilometer radius of the previous site of the laid off employee, nor in the loss of **any** hours regularly worked by employees in the bargaining unit immediately prior to the time of the contracting out.

EMPLOYEES OBLIGATIONS

- 2.06 The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties faithfully **as** assigned to them, impartially and without regard to union or non-union affiliation of any person at sites where the United Steelworkers of America are the official bargaining agent for any employees at that site and any future sites and in particular during a strike by the Employer's client's employees.
- 2.07 Any violation of Article 2.06 may result in discipline **up** to and including discharge.

SPECIAL EVENTS

- 2.08 For the purposes of this Agreement, "special event" is defined **as**:
- a) contracts between the Employer and a client to provide services for a period of not more than forty-five calendar days and may include sports, cultural, educational and commercial events, exhibitions, trade shows, fairs, and political conventions; or
 - b) contracts between the Employer and a client to provide services during **a** strike by

a client's employees for a period of no more than six (6) months.

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

ARTICLE 3: NO STRIKES OR LOCK-OUTS

- 3.01 The Employer agrees that, during the term of this Agreement or any extension thereof, it will not cause or direct any lock-outs of its employees and the Union agrees that during the lifetime of this Agreement or any extension thereof, there will be no strike, picketing, slow down or stoppage of work, either complete or partial.
- 3.02 It is understood and agreed that Employees covered by this Agreement shall not honour any picket lines at any location for which the Employer provides security services. The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties and discharge them faithfully during a strike by the Employees of the Employer's clients.

ARTICLE 4: RELATIONSHIP

- 4.01 The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin.
- 4.02 The Employer and Union agree to observe the provisions of the Ontario Human Rights Code, RSO 1990 ch.19, as amended.

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

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

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

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

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

ARTICLE 5: ANTI-SEXUAL & ANTI-RACIAL HARASSMENT

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

5.02 For the purposes of this article, "Sexual Harassment" includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (d) Repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study

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

5.04 Where an alleged breach of article 5.01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure as defined by article 9.

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

EMPLOYMENT EQUITY

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

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as limited by the provisions of the Agreement and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- a) to maintain order, discipline, efficiency and in connection therewith to establish reasonable **rules** and regulations, enforce and alter from time to time rules and regulations to be observed by the employees. Recognizing that rules and regulations will change from time to time, given the needs of the business, the Employer will apprise and discuss with the Union any such changes;
- b) to hire, transfer, lay-off, recall, promote, demote, retire (at age 65), classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that **an** employee who has been dismissed or otherwise disciplined without just cause may be subject of a grievance under Article 9 and 10 of this Agreement. All other matters not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer;
- c) generally to operate and manage its business in all respects and in accordance with its discretion, commitments, obligations and responsibilities. The right to determine the number of employees required **from** time to time, the content of jobs, the standards of performance, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Employer's operation not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer.

6.02 The employer agrees that in the exercise of these rights it shall at all times be governed by the **terms** of this agreement.

ARTICLE 7: UNION SECURITY

7.01 As a condition of employment, every employee shall become and remain a member of the Union in good standing. Every new, rehired and recalled employee must be or become a member of the Union on the date of hire, rehire or recall.

7.02 The Employer shall deduct from the earnings of each employee every pay period union dues, fees and assessments in the amount certified by the Union and shall remit such deductions prior to the fifteenth (15th) day of the month following to the person designated by the International Union.

7.03 The remittance shall be accompanied by a statement showing the name of each employee, in alphabetical order by surname from whom deductions have been made, Social Insurance Number, the total amount deducted, **gross** earnings, the actual dues separate from the additional cents per hour deduction, **and** hours worked for the four-week period. Such statements shall also list the names of the employees, including Social Insurance Number, from whom no deductions have been made, along with any forms required by the International Union. A copy of all information shall be sent to each local union in scannable format and where possible, in electronic format.

7.04 The Employer agrees to record the total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

7.05 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8: UNION REPRESENTATION

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select Stewards and other authorized union representatives for the purpose of representing employees in the handling of complaints and grievances.
- 8.02 The Employer agrees to meet with, by appointment, the Union's authorized representatives, stewards and officers to discuss and settle any current grievance or complaint.
- 8.03 The authorized Union representatives, stewards and officers shall be recognized by the Employer as the official representatives of the employees.
- 8.04 The Union shall inform the Employer in writing of the names of the authorized stewards and officers and the Employer will not be obliged to recognize such stewards and officers until it has been so notified.
- 8.05 Subject to operational requirements and with prior management approval, stewards, authorized representatives and officers shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting shall not be unreasonably withheld.
- 8.06 Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union shall be entitled to leave of absence for the period during which they are performing their duties. A request will be made in writing to the Employer at least ten (10) working days

before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.

8.07 If an authorized representative, who is not employed by the Employer, wants to speak to local union representatives about a grievance or other official business, he/she shall advise the Manager, or his/her designated representative, who shall then call the local union representative to ~~an~~ appropriate place where they may confer privately. These talks will be arranged so that ~~they will not interfere with~~ normal operations.

UNION LEAVE

8.08 Subject to operational requirements, employees who have been selected to **work** in an official capacity for the Local or International Union shall be entitled to leave of absence without pay for the period during which they are performing their duties. A request will be made in writing to the Employer at least ~~ten~~ (10) working days before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave will not be unreasonably withheld.

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

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

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

8.11 **An** employee who is absent under Article 8 shall continue to accumulate his/her seniority during his/her absence.

8.12 Employees taking leave of absence pursuant to articles 8.06, 8.08 or 8.10 shall be paid in accordance with Article 18.04 of this Agreement.

8.13 The Union shall notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) days in advance of such leave taking place.

8.14 The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twenty-five (25) or greater proportion thereof.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible;
- 9.02 It is generally understood that an employee has no complaint or grievance until he/she, either directly or through the Union, has first given to his/her Client Service Manager (C.S.M.) an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the C.S.M. and such complaint is not settled within 5 regular working days or within any longer period which may have been agreed to by the Parties (in writing), then the following steps of the Grievance Procedure may be invoked:

STEP ONE

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

STEPTWO

If the decision of the C.S.M. or his/her designate is not satisfactory, the grievance will be submitted to the General Manager or his/her designate within ten (10) working days following receipt of the decision at step one. The General Manager

or his/her designate shall, within ten (10) working days hold a meeting between employee and the Union Grievance Committee, not to exceed two (2) in number and the appropriate representatives of Management in a further attempt to resolve the grievance. The General Manager or his/her designate shall render his/her decision in writing within five (5) working days following the meeting at step two and returned to the Union.

STEP THREE

If the grievance is not resolved at Step 2 of the Grievance Procedure, the grievance will be submitted to the Human Resources Manager or his/her designate within ten (10) working days who shall confer with the Grievance Committee immediately thereafter. A Staff Representative of the union may also be involved in any discussions with the Human Resources Manager or his/her designate. The Human Resources Manager or his/her designate will render a decision within ten (10) working days following discussion with the grievance committee.

- 9.04 The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first became aware of the alleged violation of the agreement. Thereafter the time limits in the grievance procedure shall be considered directory and not mandatory.
- 9.05 If final settlement of the grievance is not reached, the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within forty-five (45) calendar days after the decision is received under Step Three.
- 9.06 For any grievance of a continuous nature, the Employer's liability shall be limited to thirty (30) days prior to the filing of the grievance, provided that the Union has received notice pursuant to article 27.01.

- 9.07 Should final settlement of the grievance not be reached and no written request to arbitrate be sent by facsimile or registered mail within the forty **five (45) working** days following receipt of the Employer's response under step three, the grievance shall be deemed withdrawn.
- 9.08 Employer grievances will be submitted directly to the servicing Staff Representative in the respective area.
- 9.09 All time limits in this Article may be extended by mutual agreement of the parties.
- 9.10 Where stewards are required to attend meetings with the employer outside of his/her regular hours of work, such time spent shall be considered time worked. For the purposes of this Article, call-in pay provisions contained in this Agreement shall not apply.
- 9.11 The Union agrees that all correspondence from the union shall be on official letterhead.
- 9.12 All group grievances **shall** be submitted **at** Step 2 and all Policy grievances shall be submitted at Step 3 within the time limits contained in Article 9.04.
- 9.13 An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose his/her seniority.

**ARTICLE 10: DISCHARGE
& DISCIPLINARY ACTION**

- 10.01 **A** claim by an employee that he/she has been discharged, without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Human Resources Manager within ten (10) working days after the employee receives notice that he/she has ceased to work for the Employer. Such grievance shall be processed in accordance with Article 9 except that the grievance shall proceed directly to Step 3 as described in Article 9.03.
- 10.02 When an employee has been disciplined, he/she shall have the right to interview his/her Steward for a reasonable period of time before leaving the work site. Where such meeting cannot take place at the work site, such meeting shall take place at the Employer's premises immediately after being disciplined.
- 10.03 Upon presentation of a written request made by the aggrieved Employee to the Client Service Manager, the employee's file will be available for review by the employee and if the employee wishes, in the presence of a Union representative, subject to reasonable notice being given for the request, and arrangements being made for a mutually convenient time for the review. It is understood that **an** Employer representative will be present when the employee is reviewing his/her **file**.
- 10.04 It is clearly understood between the parties that probationary employees may be discharged for reasons less serious in nature than employees having attained proper seniority standing.
- 10.05 All disciplinary notices on an Employees Record shall be removed fifteen (15) months after the date on which the discipline was imposed.

ARTICLE 11: ARBITRATION

- 11.01 When either party to the Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to the Agreement.
- 11.02 The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.
- 11.03 When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If, within five (5) working days, none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) other arbitrators. If an acceptable arbitrator is not agreed upon (within 10 working days), the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.
- 11.04 Except where otherwise provided for in this Agreement, each of the Parties hereto **will** bear its own expense with respect to any arbitration proceedings. The Parties hereto will jointly bear the expenses of the Arbitrator on **an** equal basis.
- 11.05 No matter may be submitted to Arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 11.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

ARTICLE 12: SENIORITY

12.01 PURPOSE

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

- (b) In recognition, however, of the responsibility of the employer for the efficient operation of the employer's business, it is understood and agreed that in all cases referred to in paragraph (a) above, management shall have the right to pass over any employee if it is established by the Employer that the employee could not fulfil the requirements of the job, after a reasonable period of on-site training, if required

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

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

- b) a "full-time employee" is one who regularly works more than twenty-four (24) hours per week;

- c) a "floater" is an employee who is not assigned to a posted job and who must be available to:

- (i) replace employees who are absent;
- (ii) works special events as defined herein;
- (iii) temporarily fill vacancies pending posting procedures

d) in sub-paragraphs (a) and (b) above, the number of hours which an employee "regularly works" shall be the average number of hours worked in the previous thirteen (13) week period, which period shall not include weeks not worked due to sickness or an approved leave of absence.

12.03 ENTITLEMENT TO SENIORITY

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

12.04 PROBATIONARY EMPLOYEES

An employee shall be considered as a probationary employee until he/she has attained seniority status by being employed for a total of ninety (90) calendar days.

12.05 SENIORITY

- (a) Seniority is the total of:
- i) length of continuous service since the last date of hire for full-time employment with the Employer, and measured in years, weeks and days;
and
 - ii) 50 % of the length of continuous service worked since the last date of hire for part-time and floater employees of the Employer, **as** expressed in years, weeks and days, **as** applicable;
- provided that there **were** no breaks in service between periods described in (i) and (ii) respectively

(b) In the event that records are unavailable to determine the hours worked by part-time employees prior to the coming into force of this Agreement, the affected employees will be credited with fifty percent (50%) of their continuous service since last date of hire with the Employer, measured in years, weeks and days.

(c) Seniority shall be acquired once the employee has attained seniority status in accordance with Article 12:03 and it shall be retroactive to his/her first day of work from the last date of hire.

12.06

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

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

12.07 ²⁵ Where the incumbent employees are not unionized with the Union, the employees shall not be deemed hired and will only fall under the provisions of the collective agreement when such employees are hired by the Employer.

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

(i) seniority acquired during continuous service directly with the previous employer; or

(ii) where subparagraph (i) results in a seniority date more recent than June 4, 1992 and where the employee has continuously worked at the site **for** any previous employer since June 4, 1992 or before, then the employee shall be credited with seniority commencing June 4, 1992.

12.09 For the purpose of determining seniority for employees hired on the same day, seniority shall be based on the order of the acceptance of application. The Employer shall stamp each application for employment with the date **and** time **of** receipt. For employees hired prior to the coming into force of this Agreement, greater age shall prevail.

PREFERENTIAL SENIORITY

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

- b) In the event of a layoff Union Officers and Stewards shall be deemed to have the greatest seniority.

12.11

LOSS OF SENIORITY

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

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged **for** just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) if the employee is laid off and fails to return to work without reasonable excuse within five (5) work days after he/she has been notified to do so by the Employer by registered mail to his/her last known address (a copy of such notice shall be sent to the Union);
- (d) if the employee has been on lay-off for lack of work for a period of more than twelve (12) consecutive months;
- (e) **in** the case of floaters or part-time employees as defined in this Agreement, if the employee has not worked one (1) shift in a period of two (2) or more consecutive months;
- (f) absence from work for three (3) or more working days without notice to management and without a reasonable excuse;
- (g) if an employee uses a leave of absence for reasons other than that for which the leave was granted;

- (h) if an employee fails to return to **work** on the expected date of return to **work** without reasonable excuse following an approved leave of absence.
- (i) Notwithstanding 12.13, any absence of more than twenty-four (24) months where there is no reasonable likelihood of return to work.

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

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

12.14 SENIORITY LISTS AND EMPLOYEE LISTS

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

- b) All seniority lists and employee lists shall be updated February 1, May 1, August 1 and November 1 of each year, by the Employer and each updated list promptly shall be:
 - i) sent by mail to the Union Officers or representatives as designated by the Union; and
 - ii) Only seniority lists will be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and
 - iii) made available to a Union representative at any time after making an appointment with the Employer.
- c) All seniority and employee lists shall be submitted in regular hard copy and scannable format, where possible. In addition, the Employer shall provide the Union with monthly lists of newly hired and terminated employees.

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

12.16 **LAY-OFF**

(a) Subject to the Employer's right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Employer shall first determine the site, classification and number of positions to be affected. The

Employer shall then issue notice of lay-off to the employee(s) at the affected site and such employee(s) shall herein after be referred to as the “surplus employee(s)”.

- (b) All displacement rights under this agreement are subject to the condition that the employee exercising those rights can fulfil the requirements of the job, in accordance with the provisions of this Agreement.
- (c) A surplus employee shall have the right to displace the most junior employee working within a forty (40) kilometre radius of the site of the surplus employee provided that the employee has access to reasonable transportation.
- (d) An employee displaced as a result of the exercise of **rights** under paragraph (c) shall be entitled to exercise displacement rights only to the extent that he/she shall be permitted to displace the most junior employee within the bargaining unit within a forty (40) kilometre radius of the site and has access to reasonable transportation. **An** employee failing to, or unable to, displace the most junior employee as referred to above shall be laid off.

12.17

NOTICE OF LAY-OFF

- (a) An employee who has finished his/her probationary period shall be given notice in advance of the date of lay-off or pay in lieu thereof.
- (b) Whenever practicable, notice shall be one (1) week **for** employees with less than two (2) years continuous service and two (2) weeks **for** employees with two (2) or more years of continuous service.

- (c) Notice of lay-off shall be hand delivered to the affected employee (and shall be made to provide a copy to the Local Union office by facsimile or regular mail, as soon as practicably possible) unless such employee is not at work when notice is to be given in which case notice shall be delivered by registered mail. However, the parties agree that in some locations, due to geographic distances, hand delivery of such notice will not be practicable. In those locations, notice of layoff will be sent by registered mail.

12.18

VACANT OR NEWLY CREATED POSITIONS DEFINITION

- (a). For the purpose of this Agreement, a vacancy shall be defined as a bargaining unit job which has not been posted and filled in accordance with this Article, including **but** not restricted to vacancies due to promotion and demotion. A job shall not be considered vacant if that job is created pursuant to a contract for services to be provided **for** a period of less than forty-five **(45)** calendar days.

(b) NOTICE OF VACANCIES

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

their requests.

Posting for vacancies

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

Method of filling vacancies

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

Sickness or accident

- (e) **An** employee's job shall not be considered vacant if the employee is absent ~~from work~~ because of sickness, accident or leave of absence **and in** such cases, the Employer will fill the open post at its sole discretion during the period of absence.
- (f) Posting of temporary assignment
Notwithstanding paragraph (e), where the Employer is advised in writing that an employee is to be absent from work because of sickness, accident, or **leave** of absence for more than forty-five **(45)** calendar days, the job shall be posted as a temporary assignment and the provisions of this Article shall apply. Upon completion of the temporary assignment, the

employee shall return to his/her former job. For the purpose of this provision, (i) below shall not apply.

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

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

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

(h) **A** job shall not be considered vacant if that job is created pursuant to a contract for services to be provided for a period of less than forty-five consecutive days.

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

(j) It is agreed that the successful applicant for **a** permanent posting shall not be permitted to reapply for another job for a period of five **(5)** months.

Subsequent vacancies

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

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

(m) Special Assignment List

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

12.19

Turnover Clauses

The parties agree that the provisions of this Article shall not apply to the extent that such application would result in the Employer being subject to a contractual penalty or to contractual termination due to the operation of a turnover clause in a contract with a client. It is understood that the Employer shall not actively seek to obtain contractual terms which include turnover clauses with the purpose of defeating or restricting the application of this Agreement.

On the written request of a client, the Employer may immediately remove or prevent an employee from working at a site provided that:

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

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

ARTICLE 13 NEW OR CHANGED JOBS

- 13.01 The Employer agrees to negotiate with the Union the rate of pay for any new or changed job which does not fall within an existing classification. Such negotiation shall occur prior to the rate of pay being installed. However, if the parties fail to agree on the new rate, the Employer shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs.

ARTICLE 14: HOURS OF WORK AND OVERTIME

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

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

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

14.04 OVERTIME - Overtime shall be worked on a voluntary basis except:

- (i) in an emergency beyond the control of the Employer;
- (ii) if the Employer's client requests emergency overtime; or
- (iii) if the employee's replacement on the following shift does not report for work.

In all such cases of (i), (ii) and (iii) the Employer will attempt to ensure that the employee will not be required to stay after the employee's normal shift. However, the employee shall not leave his or her post until a replacement is found.

- 14.05 Where,
- (a) an employee is required to stay at the employee's post because the employee's replacement does not report for work; and
 - (b) the Employer has been given more than six (6) hours notice for **an** eight (8) hour shift, or more than ten (10) hours notice for a twelve hour shift, that the replacement will not be reporting for work to replace the employee,

the employee will be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate for all hours worked after the employee's regular shift. There shall be no pyramiding of overtime pay rates and holiday pay rates.

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

14.07 Insofar **as** possible, the General Manager or his/her authorized representative shall strive to grant changes in shifts between two (2) employees, subject to the following conditions:

- (a) the request shall be made in writing using a special form supplied by the Employer and duly signed by the two (2) employees concerned; least three (3) days in advance;
- (b) the two (2) working shifts must be scheduled within the same work week;
- (c) the change in shift does not lead to the payment of overtime;
- (d) the change in shift does not hinder operations; and

- (e) that all debits or credits in salary, caused for any reason (for example: lateness or payment of a statutory holiday) shall be attributed to the employee who actually did the work.

14.08 Any errors or omissions in the pay of an employee amounting to less than \$25.00 shall be corrected on the next payday. Any errors or omissions in the pay of an employee amounting to more than \$25.00 shall be paid by manual cheque by the end of the next business day of the company being made aware of the error or omission by the employee.

14.09 Hours worked by an employee in excess of forty-four (44) hours in a week shall be paid at a rate of one and one half (1 1/2) times the employee's regular hourly wage. All hours worked in excess of twelve (12) hours shall be paid at the rate of one and one-half times the employee's regular hourly **wage**. All employees will be entitled to ten (10) hours rest between shifts. Where employees are receiving overtime within a pay period due to the operation of this Article, the Employer agrees not to cancel any scheduled shift or hours of **work** of an employee for the purposes of avoiding any further overtime payments.

14.10 TEMPORARY TRANSFERS

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

ARTICLE 15 CALL IN PAY

CALL-IN PAY

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

ARTICLE 16: PAYMENT FOR INJURED EMPLOYEES
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16.01

PAYMENT FOR **INJURED** EMPLOYEES

In the event that an employee is injured in the performance of his/her duties and requires medical attention, such employee will be paid for the remainder of his/her shift at the regular hourly rate. If it is necessary, the Employer **will** provide, or arrange for suitable transportation for the employee to the doctor or hospital and back to the site and/or to his/her home as necessary.

ARTICLE 17: VACATION WITH PAY

17.01

- a) Employees having less than one (1) year of service shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, R.S.O. 1990, c.E.14, as amended.
- b) An employee with more than twelve (12) months continuous service shall be entitled to two **(2)** weeks vacation at four percent **(4%)** of his/her gross earnings.
- c) **An** employee with five **(5)** years or more of continuous service shall be entitled to three (3) weeks vacation at six percent (6%) of his/her gross earnings.
- d) **An** employee with ten (10) years or more of continuous service shall be entitled to four **(4)** weeks vacation at eight percent (8%) of his/her gross earnings.

- 17.02 All employees shall receive their vacation pay by the final bi-weekly pay period in June for the respective year.
- 17.03 Subject to the written request for vacation being made four (4) weeks in advance to be directed to the Client Service Manager or designate and where the Employer decides to grant vacation (such decision shall not be unreasonably withheld), the Employer shall grant in writing the vacation request within five **(5)** working days of receipt of the request. Where the Employer fails ~~to respond within the five (5)~~ working days, the vacation request will be deemed to be granted. Once approved, no vacation will be changed without the written consent of the employee.
- 17.04 Where two or more employees at the same site request to take vacation on the same day for the same period of time and where the Employer cannot grant all the requests due to operational requirements, preference shall be granted according to seniority.
- 17.05 "Gross earnings" as referred to herein shall mean previous years T-4 earnings less previous years vacation pay and taxable benefits.

ARTICLE 18: LEAVE OF ABSENCE

- 18.01 Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding forty (40) days to an employee provided that:
- a) the employee files a request for a leave of absence at least (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency); and
 - b) such leave is for a good reason and does not unreasonably interfere with operations.

- 18.02 Applicants must indicate, on a form provided by the Employer, the reason(s) for their leave of absence and the dates of departure and return from leave.
- 18.03 The Employer shall notify the applicant in writing of its decision within fourteen (14) days after the written request was made by the employee to the employer.
- 18.04 The Employer agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly statement. Such leave of absence shall be authorized in writing by the Union.
- 18.05 The President or Chairperson of the Union will be notified by the Employer of all leaves granted under this Article.
- 18.06 A leave of absence shall be extended for an additional forty (40) calendar day periods if the Employer and Union agree. The employee **must** request the extension in writing at least two weeks prior to the expiration of their forty (40) calendar days leave.
- 18.07 In cases of pregnancy, employees shall be granted leave of absence without pay for a period of up to fifty-two (52) weeks, inclusive of pregnancy and parental leaves pursuant to the Employment Standards Act, commencing no earlier than seventeen (17) weeks prior to the expected birth date. The Employer agrees that in the event of **an** extension request, the burden lies with the employee to substantiate by virtue of medical evidence that the requested extension is directly related to the pregnancy or birth.
- 18.08 **An** employee will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such

leave will be without pay and that the Employer may request written proof prior to granting such leave.

18.09 Accommodation for Religious Minorities

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

ARTICLE 19: JURY AND WITNESS DUTY

19.01 JURY AND WITNESS DUTY

An employee shall be granted a leave of absence with pay at his/her regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty or as a subpoenaed witness. The employee shall reimburse the Employer to the full amount of jury pay or witness fees directly related to his/her duties excluding the expense allowance received by him/her.

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

ARTICLE 20: PAID HOLIDAYS

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

New Year's Day	Good Friday
Victoria Day	Canada Day

Thanksgiving Day

Civic Holiday

Labour Day

Boxing Day

Christmas Day

Effective 2003, Remembrance Day

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

20.03 An employee is not eligible to receive public holiday pay if the employee:

- (a) fails to work his or her scheduled regular day of work preceding or his or her scheduled regular day of work following a public holiday; or
- (b) has not earned wages on at least twelve days during the four weeks immediately preceding a public holiday.

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

20.04 Probationers within the meaning of this Agreement are not eligible for holiday pay under this Article.

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

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

ARTICLE 21 : BEREAVEMENT PAY

- 21.01 The Employer agrees that in the event of a death in the immediate family, an employee will be granted three (3) days of leave with pay.
- 21.02 In Article 21.01, immediate family is deemed to mean spouse (which includes same sex partner where they have been co-habiting a minimum of six (6) months), child and step-child, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.
- 21.03 The employer agrees that in the event of the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law, an employee will be granted two (2) days of leave with pay.
- 21.04 In the event that travel, due to reasons described in Articles 21.01 or 21.03, is required beyond a distance of four hundred and eighty (480) kilometres, the Employer will grant two extra days of leave without pay.
- 21.05 In the event that leave pursuant to this Article falls within previously scheduled vacation, any unused vacation time shall be taken at a time mutually agreed upon by the Employer and the employee.

ARTICLE 22: FRINGE BENEFITS

- 22.01 The Employer shall provide at no cost to each employee a uniform which includes:
- (1) one blazer (where required)
 - (2) two pairs of pants; such pants shall be of wash and wear quality

- (3) two clip-on ties
- (4) one belt (where required)
- (5) three shirts for full-time employees and two shirts for part-time employees
- (6) one sweater (where required)
- (7) one hat (where required)
- (8) one bullet-proof vest (where required)
- (9) safety vest (where required)

All uniforms shall be replaced on an “as needed” basis. The Employer agrees to pay the cost of all reasonable tailoring and alterations.

Where an employee is terminated, he/she shall be required to return all equipment and uniform items to the Employer within seven (7) days of his/her termination date, failing which the Employer shall be permitted to deduct the cost of unreturned items from the employee’s final pay cheque.

- 22.02 It is clearly understood that Employees are responsible for uniform maintenance and or, any lost articles.
- 22.03 When required, the Employer shall provide the equivalent feminine clothing for females including appropriate maternity clothing.
- 22.04 At any site where an Employee is routinely exposed to the elements (i.e. rain, cold, etc.) the Employer shall make available, for his/her use, parkas and raincoats.
- 22.05 Where safety boots or safety shoes are required due to client requirements or as established by the joint health and safety committee, the Employer will annually reimburse employees for the purchase of safety boots or safety shoes on the next

payday from the date of submission of receipt of such purchase **up** to an amount of \$80.00.

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

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

22.08 Remittances in accordance with Article 22.07:

- a) shall be made no later than the fifteenth of the month following the month during which the earnings occurred;
- b) shall be forwarded by the Employer to a person and address designated by the Union; and
- c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number and hours worked, of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the names of the employees, including Social Insurance Number, from whom no deductions have been made, along with any forms required by the Steelworker's Security Officer's Education Fund.

22.09 Legal Protection

An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the attempted performance in good faith of his/her duties shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defence of such charges.

22.10 Notwithstanding Article 22.09, the Employer may pay necessary **and** legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 22.09 where the Court, instead of convicting the accused, grants him/her **an** absolute discharge.

22.11 Notwithstanding Article 22.09, the Employer may refuse payment otherwise required by Article 22.09 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his/her powers **as** a security guard.

22.12 Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defence of such **an** action,

22.13 An employee wishing to retain a particular lawyer to represent him/her and wishing to be indemnified pursuant to this Article shall:

- a) before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employer's approval which approval shall not be unreasonably withheld; and
- b) if requested by the Employer, instruct the lawyer to render regular interim accounts as required.

- 22.14 For greater clarity, employees shall not be indemnified for legal costs arising from:
- a) grievances or complaints arising under this Agreement; or
 - b) actions or omissions of members acting in their capacity as private citizens.

HUMANITY FUND

- 22.15 The Employer agrees to deduct the amount of one (\$0.01) cent per hour from the wages of all employees in the bargaining unit for all hours worked.
- 22.16 The total amount deducted pursuant to Article 22.15 shall **be** remitted to the Steelworkers Humanity Fund at United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.
- 22.17 Remittances pursuant to Article 22.16 shall be made at the same times as union dues are remitted in accordance with Article 7 of this Agreement.
- 22.18 When remittances are made pursuant to Article 22.16, the Employer shall advise in writing both the Union and the Humanity Fund that such payment has been made, the amount of such payment and the names and addresses of **all** employees in the bargaining unit on whose behalf of such payment **has** been made, Social Insurance number and hours worked. Such statements shall also list the names, including Social Insurance Number of the employees ~~from whom~~ no deductions have been made, along with any forms required by the Steelworker's Humanity Fund.
- 22.19 The Employer agrees to record all contributions on each employee's T-4 slip.
- 22.20 The Employer shall bear no liability for any errors made in deduction.

ARTICLE 23: BULLETIN BOARDS

23.01 The Employer agrees to provide a Bulletin Board at the employer's premises for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by Officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Employer agrees to attach to each bargaining unit employee's pay cheque, pay stub, any material provided by the Union.

ARTICLE 24: 'RATES OF PAY

24.01 In this Article,

- a) "client contract" means a contract between the Employer and a client for the provision of services to the client;
- b) "regular hourly bill rate" means the entire straight time hourly charge rate payable by the client (excluding the federal Goods and Services Tax payable) pursuant to a client contract for services provided at a site by bargaining unit employees at that site;
- c) "basic wage rate" means an hourly rate which is sixty-seven-percent (67%) of the regular hourly bill rate provided that the minimum basic wage rate paid under this Agreement shall be no less than the rate described in Article 24.02 below; and

- d) “non USWA-site” shall mean those sites in respect of which the Employer commences to provide security services after the effective date of this Agreement where, prior to the Employer’s so doing, security services were provided by another employer, whose security guard employees were not unionized with the Union;
- e) “USWA site” shall mean:
 - (i) all sites at which the Employer provides security services on the effective date of this Agreement so long as the Employer provides security services at such site; **and,**
 - (ii) all sites in respect of which the Employer commences to provide security services after the effective date of this Agreement where, prior to the Employer so doing, security services were provided by another employer, whose security guard employees were unionized with the Union.
- f) “actual wage rate” means a regular, hourly wage which is in fact paid by the Employer to **an** individual employee in accordance with the Agreement.

24.02

The minimum basic wage in Article 24.01(c) shall be:

- a) for the purposes of non-USWA sites, the minimum wage under **the** Employment Standards Act, R.S.O. 1990, c. 14, as amended from time to time; or
- b) for the purposes of USWA sites,
 - (i) \$8.00 per hour effective the date of ratification;
 - (ii) \$8.15 effective the first day of the payroll **week** commencing after June 1, 2002;
 - (iii) \$8.30 effective the first day of the payroll week commencing after June 1, 2003.

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Notwithstanding anything to the contrary herein, floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer's right to increase the actual wage rate paid to the floater subject to the terms contained in Articles 24.03 (special event rate) or 24.04 (client-dictated wages). Floaters' actual wage rates however shall only be subject to the increases provided in this Article 24.02.

24.03 Notwithstanding the provisions of this article, in the event that a client contract provides for wage rates greater than the basic or minimum wage rates, the wage rates payable by the Employer shall be the wage rates set out in the client contract.

24.04 Where the Employer enters into a client contract with a client for whom security services have not previously been provided, the minimum basic wage rate shall be the basic wage rate as set out in 24.01(c).

24.05 Where the Employer enters into a client contract for the provision of security services at a non-USWA site, the actual wage rate for all employees shall be the minimum basic wage rate as set out in article 24.02(a) unless a greater amount is required to be paid by the Employer pursuant to the provisions of the Employment Standards Act, R.S.O. 1990, C.E. 14, as amended from time to time, or its regulations thereunder. In addition, during the first year in which the Employer acquires a non-USWA site, the Employer may refrain from providing benefits pursuant to Article 25 to all employees working at the site, thereafter all employees assigned to the site will be entitled to benefits in accordance with Article 26.

24.06 The Employer and the Union acknowledge that it is in the best interest of both parties to retain clients and the jobs at those client sites. The Employer and the

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Union therefore agree that when the potential loss of a client site arises, the parties will meet to negotiate a solution to retaining that client.

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

24.08 With respect to a client contract at the time of the coming into force of this Agreement the actual wage shall not change as a result of the renewal and/or renegotiation of the client contract except insofar as the actual wage is increased by the operation of this Article.

24.09 Except where their wages are established under article 24.03, the wage rates paid to individual security guards having acquired seniority in accordance with Article 12 of this Agreement, employed on the effective date of the increase, shall be increased by the following amounts for Security Officers:

- 1) Effective the date of ratification increases by \$0.10 cents.
- 2) Effective the first day of the payroll week commencing after June 1, 2002 increases by \$0.15 cents
- 3) Effective the first day of the payroll week commencing after June 1, 2003 increases by \$0.20 cents.

Such increases will only apply to individual employees' actual wage rates subject to such employees being employed prior to the scheduled date of the increase. The minimum basic wage rate is not subject to any increase by operation of this Article and will be the rate posted for job vacancies subject to the circumstances

provided for under Article 24.03. It is understood that in the event of an increase resulting from the application of article 24.02 and this Article, the greater of the two increases shall apply to the individual employee's actual wage rate subject to the terms contained in this Agreement.

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

24.10 Notwithstanding Article 24.09, where a vacancy exists, it will be posted and filled at the actual wage rate **last** paid to the employee who vacated **the** position (prior to the use of a "floater" employee) unless such wage is dictated pursuant to Article 24.04. Where a vacancy is not filled internally in accordance with Article 12, the Employer may hire a new employee who shall be paid in accordance with Article 24.02 subject to the circumstances provided for under 24.12.

24.11 In the event that a client contract provides for wage increases which exceed those increases set out in Article 24.09, the wage increases in the client contract shall prevail and the increases provided by Article 24.09 shall not apply. The calendar year shall be used as a reference period for the purposes of comparing wage increases provided in a client contract to those provided for in the article 24.09.

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

24.13 Vehicle Shelter

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

24.14 VERIFICATION

In order to verify regular hourly bill rates for the purpose of enforcing the terms of this Article, the parties agree that, no less often than quarterly unless otherwise agreed to by the parties, one of the following will occur:

- a) an ad hoc committee consisting of two representatives of each party shall meet. Union members of the committee shall be permitted to review (but not to take copies **of**) any or all client contracts in order to determine **and** verify regular hourly bill rates.

This paragraph **will** only apply for the purposes of article 24.01(c).

24.15 CLASSIFICATIONS

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

- a) Security Officers shall be paid in accordance with Articles 24.01 to 24.13 inclusive;
- b) Lead Hands shall be paid the greater of

- i) a regular hourly rate which is twenty-five (25) cents an hour greater than the highest paid Security Officer at the site to which that Lead Hand is assigned;
- or
- ii) in accordance with Articles 24.01 to 24.13 inclusive.

24.16 Training wage rates for existing employees shall be set out as follows:

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

ARTICLE 25: BENEFIT PLAN

25.01 Subject to the provisions of Articles 24.05, effective the date of ratification, the Employer agrees to remit to the Steelworkers Trusteed Benefit ~~Plan~~ a total of \$0.59 per each hour ~~an~~ employee has worked. Effective the first day of the payroll week commencing after June 1, 2002, the Employer agrees ~~to~~ remit to the Steelworkers Trusteed Benefit Plan a total of \$0.63 per each hour ~~an~~ employee ~~has~~ worked. Effective the first day of the payroll week commencing after June 1, 2003, the Employer shall remit to the Steelworkers Trusteed Benefit Plan a total of \$0.66 per each Hour ~~an~~ employee has worked.

25.02 Remittances in accordance with Article 25:

- a) shall be received by the person set forth in Article 25.02 (b) no later than the fifteenth (15th) of the month following the paid hours occurred;
- b) shall be forwarded by the Employer to a person and address designated by the Union; and

- c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number, hours worked, date of severance of employment, date of death and gender of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the names, including Social Insurance Number, of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusteed Benefit Plan.

25.03 **SICK LEAVE**

Full-time employees who have completed his/her probationary period with the Employer will be entitled to receive four **(4)** paid sick days per calendar year, Full-time employees who have at least five **(5)** years seniority, shall be entitled to one (1) additional paid sick day per calendar year.

- 25.04 To be entitled to payment pursuant to this Article, the employee may be required to supply a medical certificate substantiating any accident or illness. All medical certificates, examinations, tests or evaluations requested by the Employer shall be paid by the Employer and shall be kept confidential by the Employer.

- 25.05 Where an employee is in receipt of benefits from the Workplace Safety and Insurance Board, is granted-a leave of absence for either maternity or parental leave purposes in accordance with the Employment Standards Act, R.S.O. 1990, **as** amended, the Employer shall continue to remit to the Steelworkers' Trusteed Benefit Plan all benefit plan contributions for the hours worked the employee would have otherwise received based on the employee's thirteen week average immediately preceding the leave described above.

25.06 New Members Kits - The Employer agrees to provide each new employee with a new members kit as provided by the Union.

ARTICLE 26: HEALTH & SAFETY

26.01 The parties recognize the importance of the Occupational Health and Safety Act and have hereby incorporated the Terms of Reference which have received Ministerial approval into this Collective Agreement.

In the event of a material change to the existing *Occupational Health and Safety Act, R.S.O. 1990, including regulations* ("OHSA") as it exists as of the date of ratification, the materially affected OHSA provisions shall be incorporated by reference into the Collective Agreement in the original state as they existed at the date of ratification.

ARTICLE 27 -NOTICE OF CLIENT CONTRACTS

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

- a) the address of the site(s) at which services will be provided;
- b) the number and classification(s) of employees regularly assigned to such site(s) at the time of commencement of services;
- c) the date(s) upon which services to such site(s) will commence;
- d) the term of such client contract; **and**
- e) the names, addresses, phone numbers, wage rates and whether the employee has any additional compensation at the time of commencement of services.
- f) the parties agree that the Employer may request a pre-assignment physical (not including drug or alcohol testing) provided that it is a requirement of a client contract and that such contractual provisions shall be demonstrated

to the Union. Such physicals shall be conducted by the employee's family physician and shall be at the Employer's expense. Such medical information will not be used for any purpose other than for the purposes set out in this Article.

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

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

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

ARTICLE 28: DURATION OF AGREEMENT

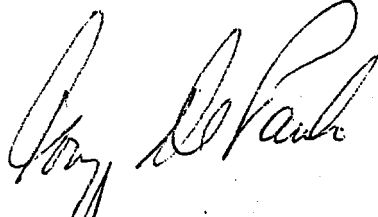

28.01 This Agreement shall come into effect the 1 day of June 2001 and shall remain in effect until midnight on the 31st day of May 2004, and shall be automatically renewed for successive periods of one year thereafter unless either party gives to the other, notice of its intention to negotiate amendments hereto in the ninety (90) day period immediately prior to the expiry date of this Agreement or any successive term hereof.

28.02 Should either party give to the other notice of its intention to negotiate changes or amendments to this Agreement in the manner provided for above, then the party to whom timely notice **was** given agrees to meet with the other and to negotiate in

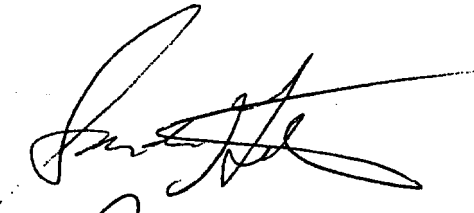

good faith for a new Agreement, subject only to the provisions of the Labour Relations Act, 1995, pertaining thereto.

DATED this 29th day of November 2001 .

FOR THE UNION



J. Sivasundaram

FOR THE EMPLOYER

59

Letter of Understanding

BETWEEN

SECURITAS CANADA LIMITED

EMPLOYER

AND

**UNITED STEELWORKERS OF AMERICA
LOCALS 5295, 5296, 5297, 2020**

UNION

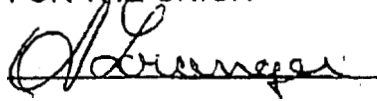
The parties **hereto** wish to clarify their intended meaning by the language set out in Article 24.13 of the Collective Agreement that **deals** with the provision of transportation by the employer.

During bargaining, it was the intention of the parties that the Employer provide transportation to employees in cases of emergency who, for example, are required to stay beyond their regularly **scheduled** shift until their relief arrives and who, as a result, have no reasonable method of transportation to return home.

It was not the intention of the parties to have the Employer provide a regular transportation service to **its employees** or to force the Employer to provide such a service in cases outside of the Employer's control, such as but **not limited** to a public transit strike and natural disasters.

Signed this 15 - day of SEPTEMBER, 2001.

FOR THE UNION



FOR THE EMPLOYER

