

**COLLECTIVE AGREEMENT**

**between**

**PINKERTON'S OF CANADA LIMITED**

**(“the Employer”)**

**and**

**UNITED STEELWORKERS OF AMERICA**

**(“the Union”)**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 Recognizing that stable, effective operations contribute to providing quality security services to clients and that the welfare of the Employer and that of its employees depends on the welfare of the business as a whole and recognizing further that a relationship of goodwill and mutual respect between employer and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement.
- 1.02 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide 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.

## ARTICLE 2 - RECOGNITION & SCOPE

- 2.01 Pinkerton's of Canada Limited ("the Employer") recognizes the United Steelworkers of America ("the Union") as the exclusive bargaining agent for all employees employed by the Employer in the Province of Ontario, save and except persons covered by a collective agreement or by a current certificate issued by the Ontario Labour Relations Board prior to the date hereof, private investigators licensed under the Private Investigators and Security-Officers-Act R.S.O. 1990, c. P.25 and employed as private investigators, Supervisors as defined in this Article or those above the rank of supervisor, "designated Patrol and Inspection Department" employees as defined in this Article, ABM technicians who do not work out of Don Mills and Ottawa offices, and office, clerical, customer service representatives and sales staff.
- Clarity Note: ABM technicians working in the general areas of Pembroke and Petawawa are deemed to be working out of the Ottawa office.
- 2.02 The parties agree that "supervisors" mean patrol supervisors/dispatchers or patrol supervisors and other persons who exercise managerial functions within the meaning of section 1(3) of the Labour Relations Act R.S.O. 1990, c. L.2, as amended.
- 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 cases of emergency, such as flood or fire or another similar reason:  
or
  - iii) in other circumstances for not more than three (3), consecutive hours or ending as soon as possible thereafter.
- d) as an ancillary part of their function, ABM work only, in cases of emergency or when replacing ABM employees of the Don Mills or Ottawa offices who are absent due to vacation, illness, authorized leave of absence or one or more scheduled days off provided that in the case of employee absences listed herein, which are known to the Employer at least four (4) hours prior to the requirement, the Employer offers ABM work to ABM technicians on a non-overtime basis.

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

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

Number of hours	Number of supervisors
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 1 more

- (b) in the case of ABM work, the number of supervisors assigned to a local ABM department shall not exceed 25% of the total number of ABM technicians employed in that department. The Employer agrees to accept applications to any ABM supervisory position from existing ABM technicians prior to staffing such a vacancy. Any employee who is promoted to a supervisory position will have three (3) months to return to his/her bargaining unit position without loss of accumulated seniority as at the date upon which he/she left the bargaining unit. The Employer shall have the right to return the employee to his/her former position with the same time period and under the same conditions. The Employer shall deduct from and remit dues for this employee in accordance with Article 7 during this three-month period. The Employer agrees that there shall be no layoffs due solely to the creation of

supervisory positions pursuant to this Article.

2.05 The parties agree that:

- (a) “designated Patrol and Inspection Department” employees means employees designated as such by the Employer;
- (b) designated Patrol and Inspection Department employees shall not perform bargaining unit work except:
  - (i) in accordance with the conditions set out in Article 2.03 above; or
  - (ii) as provided in paragraph (c) and (d) below.
- (c) Designated Patrol and Inspection Department employees other than in the Don Mills and Ottawa offices, may, as regular duties, perform alarm response, service automatic bank machines, perform mobile patrol inspection, and courier or escort bank deposits or securities for clients or escort clients to banks or other financial institutions.
- (d) For greater clarity, designated Patrol and Inspection Department employees working out of the Don Mills and Ottawa offices only as regular duties, may perform alarm response, field supervision and perform mobile patrol inspection.

2.06 ABM work shall be defined as work performed by employees licensed and uniformed under the definition of the Private Investigators and Security Guards Act of Ontario as security guards and who may as part of their regular duties, service automatic banking machines, courier or escort cash, securities or deposits, or escort clients to banks or other financial institutions, as directed from the Don Mills or Ottawa office.

2.07 CONTRACTING OUT

The parties agree that the Employer shall not contract out 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) kilometre 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.

## 2.08 SPECIAL EVENTS

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

- a) contracts between the Employer and a client to provide services for a period of not more than ninety (90) consecutive 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, it will not cause or direct any lock-outs of its employees and the Union agrees that during the term of this Agreement it will not cause or direct any strikes, picketing, slowdown or other interruption of work or any other concerted action resulting in a slowdown of services by its members.

3.02 The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties during a strike by the Employer's client's employees.

3.03 The parties agree that the employees shall faithfully discharge their duties as assigned to them, impartially and without regard to union or non-union affiliation of any person.

## 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, R.S.O. 1990, c.H.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 activities.

**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 company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.
- 5.04 Where an arbitrator concludes that Article 5.01 has been breached, the arbitrator may direct, among other remedies:
- (a) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
  - (b) that any employee who is found to have engaged in sexual or racial harassment conduct be reassigned 'to another location or time of work without regard to the respondent's seniority.
- 5.05 The arbitrator shall impose a remedy which is 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.



## 5.06 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, except as modified by any other article of this Agreement, it is the exclusive function of the Employer to manage and direct its operation and affairs in all respects.

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

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

## ARTICLE 7 - UNION SECURITY

7.01 It shall be a condition of employment that every employee become and remain a member of the Union in good standing. Every new, rehired and recalled employee must 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 payday, 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 from whom deductions have been made and the total amount deducted and hours worked for the four week period. Such statements shall also list the names of the employees from whom no deductions have been made, along with any forms required by the International Union.
- 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. Where an error results in the employee being in arrears for the amount of dues deductions, the arrears shall be debt owed by the employee to the Union. Where, however, the employee owing such a debt: remains in the employ of the Company, recovery is to be made by deducting one additional deduction each two (2) week pay period in an amount not to exceed the established pay period deduction until arrears are recovered in full. Where an error results in the over deduction of dues, the Company shall have no liability to the Union or the employee for such an error.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select stewards for the purpose of representing employees in the handling of complaints and grievances.
- 8.02 No person who is actively employed with and actively working for the Employer's competitor shall serve as a committee person.
- 8.03 The Employer undertakes to receive, by appointment, the Union's authorized representatives, stewards and officers to discuss and settle any current grievance with regard to the interpretation, application, or alleged violation of this Agreement and to meet in accordance with Article 9.02.
- 8.04 The authorized Union representatives, stewards and officers shall be recognized by the Employer as the official representatives of the employees.
- 8.05 The Union shall inform the Employer in writing of the names of the authorized stewards and officers. The Employer shall not have to recognize the stewards and officers unless this procedure has been followed.
- 8.06 Subject to operational requirements, stewards shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting shall not be unreasonably withheld.

**8.07 UNION LEAVE**

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.

8.08 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.

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

- (a) that there has been a written request from the Union to this end, stating the names of the union delegates for whom this leave was requested, the date, duration and purpose of the leave; 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.

8.10 The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee along with representatives of the Union for the purposes of negotiations.

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

8.12 Employees taking leave of absence pursuant to Articles 8.06, 8.08 or 8.09 shall be paid in accordance with Article 16.04 of this Agreement.

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

- 8.14 The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twelve (12).

## ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

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

a) STEP ONE

- i) The grievance shall be submitted in writing to the Site Manager or management designate either directly or through the Union.
- ii) The Site Manager or management designate shall meet with the employee's Union Steward within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party.
- iii) The Site Manager or management designate shall within a further five (5) working days give his/her answer on the grievance form and return it to the Union.

b) STEP TWO

- i) If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted within five (5) working days to the Vice-President or his/her designate.
- ii) The Vice-President or his/her designate shall, within ten (10) working days, hold a meeting between the Union Grievance Committee, not to exceed three (3) in number, and the appropriate representatives of Management, in a final attempt to resolve the grievance. A Staff Representative of the Union or his/her designate and/or the grievor may be present at this meeting if requested by either party.

Three days prior to such meeting the Employer and the Union shall exchange statements setting forth the pertinent facts and circumstances surrounding the complaint and reasons in support of the parties' respective positions. The parties agree that the exchanged statements shall not be used against or prejudice either party during the arbitration process.

- iii) The Vice-President shall within a further ten (10) working days give his/her decision in writing, on the grievance form and return it to the Union.

9.04 The Employer shall not be required to consider any grievance which is not presented within twelve (12) working days after the grievor or the Union first became aware of the alleged violation of the Agreement. The parties agree that an arbitrator shall have no jurisdiction to extend the time limit for filing a grievance, Thereafter, the time limits in the Grievance Procedure shall be considered directory and not mandatory.

9.05 Should final settlement of the grievance not be reached and no written request to arbitrate be sent by facsimile or registered mail within the forty five (45) working days following receipt of the Employer's response under step two, the grievance shall be deemed withdrawn.

9.06 Employer grievances will be submitted directly to the second step of the grievance procedure.

9.07 All time limits in this Article may be extended by mutual agreement of the parties.

9.08 The Union agrees that all correspondence from the union shall be on official letterhead.

## ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee that he/she has been discharged or suspended, without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Supervisor within ten (10) working days after the employee receives notice that he/she has ceased to work for the Employer or has been notified of the suspension, as the case may be. The grievance shall be processed in accordance with Article 9 except that, no later than three (3) working days after the submission of the grievance, the grievance shall proceed directly to Step Two described in Article 9.03.

- 10.02 An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose his/her seniority.
- 10.03 Where operational requirements permit, when an employee has been dismissed without notice, he/she shall have the right to interview his/her Steward for a reasonable period of time, before leaving the work site. Permission to hold such an interview shall not be unreasonably withheld.
- 10.04 All disciplinary notices on an Employees Record shall be removed fifteen (15) months after the date on which the discipline was imposed.
- 10.05 An employee shall be granted access to his/her personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union representative.

#### **ARTICLE 11 - ARBITRATION**

- 11.01 When either party to the Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to the Agreement,
- 11.02 The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.
- 11.03 When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitrators. If any acceptable arbitrator is not agreed upon, 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 bear jointly the expenses of the arbitrator on an equal basis.
- 11.05 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 11.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.07 The decision of the arbitrator shall be final and binding on the parties.

11.08 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 24.01.

## 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, 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 that the employee, after a reasonable period of on-site training if required, could not fulfil the requirements of the job or would not possess the necessary qualifications to fulfil the requirements of the job.

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

- a) a "part-time employee" is one who regularly works less than twenty-four (24) hours per week, unless otherwise provided for in this Agreement;
- b) a "full-time employee" is one who regularly works twenty-four (24) or more hours per week;
- c) a "floater" is an employee who must be available to:
  - (i) replace employees who are absent;
  - (ii) work special events as defined herein;
  - (iii) temporarily fill vacancies pending posting procedures.
- d) in sub-paragraphs (i) and (ii) 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 general seniority and, if the employee regularly works at a site, shall have site seniority.

An ABM employee who is not a probationary employee shall have general seniority and, if the employee regularly works in the ABM department in the Don Mills and Ottawa offices only, shall have departmental seniority.

#### 12.04 **PROBATIONARY EMPLOYEES**

- (a) An employee shall have neither general seniority nor site seniority and shall be considered as a probationary employee until he/she has attained seniority status by actually working a total of three hundred and seventy (370) hours,
- (b) Any employee entering into the ABM department in the Don Mills or Ottawa offices shall be considered as a probationary employee until he/she has attained departmental seniority status by actually working:
  - i) a total of five hundred (500) hours if the employee is a newly hired employee;
  - ii) a total of three hundred and seventy (370) hour if the employee has general seniority status with the Employer. Should the employee not complete or pass his/her probationary period, the employee shall return to his/her former job at his/her former pay rate.

#### 12.05 **GENERAL SENIORITY**

- (a) General 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 employment, with 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) General seniority shall be acquired once the employee has attained seniority status in accordance with Article 12.03 and it shall be retroactive to his/her first day of work.



- 12.06 Where the Employer is awarded a contract for the performance of security guard services at a site where, immediately prior to such award, individuals were performing substantial similar security guard services (“the incumbent employees”) and the incumbent employees are unionized with the Union, the employees working at that site, including any employees on leave of absence, will be deemed hired and, consequently, the Employer shall become the successor employer, unless one of the following situations occurs:
- (a) the incumbent employee’s job duties were not primarily at that site during the 13 weeks before the Employer takes over;
  - (b) the incumbent employee is temporarily away and his/her duties were not primarily at that site during the last 13 weeks when he/she worked;
  - (c) the incumbent employee has not worked at that site for at least 13 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. E14, as amended from time to time.
- 12.07 Where the incumbent employees are not unionized with the Union, the employees shall not be deemed hired and will only fall under the provisions of the collective agreement when such employees are hired by the Employer.
- 12.08 In the event that the Employer 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:
- (a) (i) general 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 general seniority commencing June 4, 1992; and
  - (b) site seniority acquired during continuous service at the site with any previous employer.
- 12.09 For the purpose of determining general seniority for employees hired on the same day, general 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.

**12.10 SITE OR DEPARTMENTAL SENIORITY**

- (a) Site seniority shall be an employee's length of continuous service at a site.
- (b) For purposes of this collective agreement, a "site":
  - (i) is a workplace to which an employee is assigned;
  - (ii) may include a number of posts;
  - (iii) may include several buildings, in the same municipality, covered by one contract with a client; and
  - (iv) may include a number of buildings or workplaces between which there is an interchange of staff.
- (c) For the ABM department in the Don Mills and Ottawa Offices only, there shall be departmental seniority which shall be an employee's length of continuous service in the department.

12.11 Site seniority or departmental seniority, as the case may be, 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 (1st) day of work at a site.

12.12 For the purpose of determining site seniority or departmental seniority, as the case may be, in the case of employees who commenced work at a site or in the ABM department on the same day, the employee with the greater general seniority shall be considered to have the greater site seniority or departmental seniority.

**12.13 PREFERENTIAL SENIORITY**

- (a) "Union officers" shall include: President, Chairpersons, Vice-President, Recording Secretary, Treasurer, Financial Secretary and Chief Stewards.
- (b) In the event of lay-offs, Union officers shall be deemed to have the greatest general seniority.

**12.14 LOSS OF SENIORITY**

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

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;

- (c) if the employee is laid off and fails to return 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 and without reasonable excuse; and
- (g) notwithstanding 12.16, any absence of more than twenty-four (24) months where there is no reasonable likelihood of return to work.

12.15 Seniority shall be maintained and accumulated until it is lost under Article 12.14 above.

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

#### 12.17 **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 or part-time status and, if applicable, current site and date of commencement of work at that site; and
  - ii) an "employee list" is list which, in addition 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.

- (b) The Employer shall prepare and maintain seniority lists in two forms:
  - i) a seniority list organized in order of general seniority; and
  - ii) a seniority list organized by site and, within each site, by site seniority.
- (c) All seniority lists shall be updated quarterly on January 1, April 1, July 1 and September 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:
  - ii) 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.
- (d) In addition to the above, the Employer shall provide to the Union the seniority and employee lists as at December 31 of each year by no later than February 1 of the following year.

12.18 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.

12.19 Every four months, the Employer shall provide the Union with an updated employee list. In addition, the Employer shall provide the Union with quarterly lists of newly hired and terminated employees.

12.20 LAY-OFF

- (a) Whenever a reduction in 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) in the affected classification(s) with the least site seniority, hereinafter referred to as the "surplus employee".
- (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 into which he/she seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.

(c) A surplus employee shall have the right to displace one employee identified by the Employer in accordance with this Article. Where the Employer has identified more than one employee who may be displaced, the surplus employee shall choose.

(c) When an employee has been declared surplus within the meaning of paragraph (a) or where there is a lay-off due to a loss of a site, the Employer shall identify the three (3) employees with the least general seniority:

who have less general seniority than the surplus or laid-off employee;

who work at a site within a forty (40) kilometre radius of the site of the surplus or laid-off employee and who have reasonable access to public transportation or who have access to other suitable transportation;

whose actual wage rate is the same as, higher than, or as close as possible to that of the surplus or laid-off employee; and

whose number of regular hours of work per week are the same as, or as close as possible to, that of the surplus employee.

(e) An employee displaced as a result of the exercise of rights under paragraph (d) by a surplus or laid-off employee shall be entitled to exercise displacement rights under paragraph (d). However, no subsequently displaced employee shall be entitled to displacement rights.

(f) When lay-off(s) occur, the Union steward(s) shall be deemed to have the greatest site seniority.

12.21 Whenever a reduction in workforce in the ABM workforce in Don Mills or Ottawa is necessary, the Employer shall then issue a notice of lay-off to the employee(s) with the least departmental seniority. When a lay-off(s) occur(s), the Union steward(s) shall be deemed to have the greatest departmental seniority. In the event of a lay-off, the laid-off ABM employee shall have a right of first recall according to their departmental seniority.

## 12.22 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 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 lay-off will be sent by registered mail.

## 12.23 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.

### Notice of vacancies

- (b) All vacancies or newly created positions will be posted (in locations agreed to by the parties) within five (5) full working days of the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy. In the Regional Municipalities of Ottawa-Carleton and Metropolitan Toronto, the Employer will provide a telephone number which employees can call to hear a tape recorded message advising of vacancies, including classification and the geographic locations in which those positions exist. In addition to the above, each district office of the Employer shall use its best efforts to provide faxed postings to the respective local union office as soon as practically possible 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.

**Posting of temporary assignment**

- (f) Notwithstanding paragraph (e), where the Employer is advised in writing that an employee is to be absent from work because of sickness, accident, or leave of absence for more than twenty (20) working days, the job shall be posted as a temporary assignment and the provisions of this Article shall apply. Upon completion of the temporary assignment, the employee shall return to his/her former job.
- (g) For purposes of paragraph (f), a leave of absence may be granted for reasons which may include:
- i) to permit an employee to accept a secondment 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 ninety days (90) consecutive days.

**Notice of successful applicant**

- (i) The Employer shall post (in locations agreed to by the parties) the name of the successful applicant not later than ten (10) working days following expiration of the posting period.
- (j) It is agreed that the successful applicant for a posting shall not be permitted to reapply for another job for a period of six (6) 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 general 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) Through the use of a list which may be signed by employees interested in appointments to other sites, the Employer undertakes to make reasonable efforts to transfer an employee to vacancies to which the Employer has the right to appoint, pursuant to paragraph (l) above, before filling such vacancies with a new hire.

Preferred call-in list

- (n) Full-time employees who work less than forty (40) hours a week shall, at their request, have their names included on a preferred call-in list which the Employer shall maintain with a view to providing such employees with the opportunity to attain a forty (40) hour working week. The Employer shall make reasonable efforts to allocate non-assigned work to employees on the preferred call-in list when non-assigned work is to be scheduled.

## 12.24 REMOVAL FROM SITE

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

- a) the Employer assigns the employee to the geographically nearest site which has a vacancy provided the employee has access to public transportation or has access to other suitable transportation;
- b) the employee suffers no loss of pay subject to the employee, who awaits an assignment under paragraph (a) above, calling the Employer during the days he/she would have regularly been scheduled to work had he/she not been removed from site, to request and accept casual hours; and



- c) . the employee reserves the right to file and process a grievance alleging discipline without just cause in accordance with the relevant provisions of this Agreement.

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

## 12.25 **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.

## **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, and in the case of ABM employees in the Don Mills or Ottawa office only, shall be forty (40) working hours in a one week period..
- 14.02 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 12:01 A.M. on Sunday and end at 12:00 midnight on Saturday.
- 14.03 Nothing in this Article shall be construed to mean a guarantee of hours or work per day or per week.

**14.04 OVERTIME**

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.

14.05 Overtime shall be worked on a voluntary basis.

14.06 Notwithstanding Article 14.05, the Employer will attempt to ensure that an employee will not be required to stay in excess of his/her shift in the event his/her replacement does not report for work. However, the employee will not leave his/her post until a replacement is found.

14.07 Where the employee is required to stay on post in accordance with Article 14.06, the employee will be paid at a rate of one and one half times the employee's regular hourly rate only where the Employer has been given more than eight hours notice by the replacement who failed to report for work.

14.08 There shall be no pyramiding of overtime pay rates and holiday pay rates.

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

**14.10 TEMPORARY TRANSFERS**

When an employee is temporarily transferred to a job, the transferred employee shall be paid the rate of pay for the job to which he/she has been transferred or the rate of pay he/she receives in his/her regular job, whichever is greater.

**14.11 CALL-IN PAY**

Any employee who reports to the workplace at the express request of his/her Employer or in the normal course of his/her employment and who does not have available work, or who works less than four (4) consecutive hours shall be entitled each time to an allowance equal to four (4) hours of his/her actual salary, unless the increase for overtime hours provides him/her with a higher amount.

14.12 Whenever the Employer has to grant an employee a training period on the work premises, the employee shall be paid as if he/she were at work. For newly hired employees, the Employer may pay, for a training period of no more than ten (10) working days, the minimum wage rate pursuant to the Employment Standards Act.

14.13 Insofar as possible, the Vice President 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, at least three (3) days in advance;
- (b) the two (2) working shifts must be scheduled within the same work week;
- (c) the change in shift does not lead to the payment of overtime;
- (d) the change in shift does not hinder operations; 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.

#### 14.14 PAYMENT FOR INJURED EMPLOYEES

- (a) In the event that an employee is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid for wages for the remainder of his/her shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the site and/or to his/her home as necessary.
- (b) Any employee working who shall sustain injuries through felonious assaults which are compensable under the Worker's Compensation Act shall be paid their full earnings based on their regular week's earnings less the amount of compensation to which the employee is entitled under the Worker's Compensation Act, up to a maximum of two months.

#### ARTICLE 15 - VACATION WITH PAY

- 15.01 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 with the Employer 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 with the Employer 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 with the

Employer shall be entitled to four (4) weeks vacation at eight percent (8%) of his/her gross earnings.

- 15.02 An employee who is hospitalized because of sickness or accident while on scheduled vacation will be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Employer.
- 15.03 Vacations shall not be accumulated or waived but must be taken within ten (10) months following the end of the twelve month period during which the vacation was earned.
- 15.04 An employee who leaves the service of the Employer shall be given the vacation pay to which he/she was entitled at the time he/she left the service of the Employer.
- 15.05 Subject to the request for vacation being made six (6) weeks in advance 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 twenty-eight (28) days of receipt of the request, if the request is made from May 15 to October 1 and from December 22, to January 2, inclusively, and fourteen (14) days of receipt of the request during any other time in the year. Vacation pay shall be paid on the pay day immediately preceding the start of the employee's vacation.
- 15.06 Where two or more employees in the same classification and at the same site request to take vacation for the same period of time, preference shall be granted according to general seniority.

## **ARTICLE 16 - LEAVE OF: ABSENCE**

- 16.01 An employee shall be allowed twenty (20) working days leave of absence without pay if:
- a) the employee requests such leave in writing at least two weeks prior to the intended date of commencement or within a lesser time period in an emergency situation; and
  - b) the leave is for a good reason and does not interfere unreasonably with operations.
- 16.02 A leave of absence shall be extended for an additional twenty (20) working day periods if there is good reason and the Employer and Union agree, The employee must request the extension in writing prior to the expiration of their twenty (20) working days leave.
- 16.03 The President or Chairperson of the Union will be notified of all leaves granted under this Article.

- 16.04 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 payment within thirty (30) days of receipt of a bi-weekly statement, Such leave of absence shall be authorized in writing by the Union.
- 16.05 In cases of pregnancy, employees shall be granted leave of absence without pay for a period of up to forty (40) 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 it will extend such period of leave, before and/or after delivery, upon receipt of medical evidence supporting the need for such additional leave.
- 16.06 The employee shall be required to supply a medical certificate substantiating any accident or illness if requested by the Employer.
- 16.07 (a) Effective January 1, 2001 and for every subsequent calendar year thereafter,
- (i) each part-time employee who has two or more years of general seniority (hereinafter referred to as "eligible part-time employee") shall be credited with one hour's sick leave per calendar month of service up to a maximum of twelve (12) hours pay per calendar year; and
  - (ii) each full-time employee who has two or more years of general seniority (hereinafter referred to as "eligible full-time employee") shall be credited with two hours' sick leave per calendar month of service up to a maximum of twenty four (24) hours pay per calendar year. (hereinafter referred to as "sick leave entitlement").
- (b) Such sick leave shall be paid out in accordance with the following:
- (i) Where an eligible part-time or full-time employee who is expected to be employed on December 31 of the current year calls in sick, he or she must submit immediately within twenty-four hours following his/her return to work (unless otherwise extended by the Employer as a result of an employee's inability to seek medical attention) a medical certificate to the Employer's office or his/her immediate supervisor justifying his/her absence in order to get paid the number of straight time hours he/she would have normally worked up to the maximum amounts set out above which pay shall be paid out at the employee's actual wage rate applicable on the day of the justified absence. If no medical certificate justifying the eligible employee's absence is submitted in accordance with the above, the employee's sick leave entitlement in the calendar year shall be reduced by the number of hours for which the employee was absent for the purposes of the year-end payout.

- (ii) If an eligible employee has not used his/her sick leave entitlement or a portion thereof as at December 31 of the current calendar year and the employee is still actively employed as of that date, the employee shall receive the unused portion of his/her sick leave entitlement in the next payroll period following December 31, which shall be payable at the actual wage rate applicable as at December 31.
- (iii) Where an eligible employee who is expected to be employed on December 31 of the current calendar year ceases employment for any reason whatsoever prior to December 31 of the current calendar year, the Employer shall, where applicable, be permitted to set off or recover all amounts paid out to this employee in excess of said employee's total sick leave entitlement for the current calendar year.
- (iv) The sick leave provisions set out above shall not apply to absences on overtime shifts or on holidays.

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

#### ARTICLE 17 - JURY AND WITNESS DUTY

17.01 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 witness subpoenaed by the Crown in relation to the performance of his duties. The employee shall reimburse the Employer to the full amount of jury pay or witness fees excluding the expense allowance received, by him.

17.02 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 or work on his/her regularly scheduled shift.

#### ARTICLE 18 - PLANT HOLIDAYS

18.01 The Employer will observe the following holidays:

New Year's Day  
 Good Friday  
 Christmas Day  
 Boxing Day  
 Remembrance Day

Thanksgiving Day  
 Victoria Day  
 Canada Day  
 Labour Day  
 Civic Holiday

- 18.02 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.
- 18.03 An employee is not eligible for holiday pay if the employee has failed to work his/her last scheduled regular day of work preceding or his/her first scheduled regular day of work following the relevant holiday, unless the employee failed to do so because of illness or accident, leave of absence, or lay-off and has not worked in the five (5) calendar days preceding the relevant holiday. In addition to the above, an employee is not eligible for holiday pay if the employee has not earned wages on at least twelve (12) days during the four work weeks immediately preceding a public holiday or is scheduled to work on a public holiday and who, without reasonable cause, fails to report for and perform the work. 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.
- 18.04 Probationers within the meaning of this Agreement are not eligible for holiday pay under this Article.
- 18.05 When any of the holidays are observed during an employee's scheduled vacation period, he/she shall receive holiday pay as provided in Article 18.03 above and shall be granted an additional day off.
- 18.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid at one and one half (1 1/2) times his/her regular hourly rate in addition to holiday pay as provided in Article 18.03.

**ARTICLE 19 - BEREAVEMENT PAY**

- 19.01 The Employer agrees that when an employee is absent from work due to death in the immediate family, he/she will be granted three (3) days of leave with pay.
- 19.02 In Article 19.01, immediate family is deemed to mean spouse, son, daughter, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.
- 19.03 The employer agrees that when an employee is absent from work due to the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law, he/she will be granted two (2) days of leave with pay.
- 19.04 In the event, that travel, due to reasons described in Articles 19.01 or 19.03, is required beyond a distance of four hundred and eighty (480) kilometres, the Employer will grant two extra days of leave without pay.

- 19.05 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 20 - FRINGE BENEFITS

- 20.01 Where required, the Employer shall provide to its employees a uniform which includes:
- (1) one blazer;
  - (2) two pairs of pants; effective January 1, 2001, such pants shall be of wash and wear quality and will be issued to affected employees upon the renewal of an existing client contract or upon obtaining a new client contract;
  - (3) two ties; and
  - (4) one belt; and
  - (5) one hat.
  - (6) coveralls, as prescribed by the Employer;
  - (7) a bullet-proof vest, the cost of which shall be assumed as follows:
    - (i) 50% of the total cost up front shall be paid by the Employer and the remaining 50% shall be reimbursed to the employee after the employee has worked at least one year in the ABM department in either the Don Mills or Ottawa office, and this, up to a maximum value of \$385.00.
  - (8) wash and wear pants to ABM employees working out of the Don Mills or Ottawa office.
  - (9) All uniforms shall be replaced on an "as needed" basis as determined by the Employer.
- 20.02 Where required, the Employer shall provide the equivalent feminine clothing for females including appropriate maternity clothing.
- 20.03 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.
- 20.04 The Employer agrees that all new vehicles in the ABM departments in Don Mills and Ottawa only will be air conditioned.



20.05 Where safety boots are required, the Employer will annually reimburse employees for the purchase of safety boots:

- a) within two (2) months of such purchase;
- b) upon submission of a receipt; and
- c) up to an amount of \$60.00.

Notwithstanding the above, safety boots shall be provided to all ABM employees in accordance with the payment scheme set out above.

20.06 The Employer shall reimburse each newly hired employee for all costs in excess of \$15.00 per year for obtaining required licenses under the ~~Private~~ Investigators and Security Guards Act, R.S.O. 1990, c. P.25, as amended, ("PISGA") including the cost of photos, provided that the employee remains an employee of the Employer for a period of six (6) months after date of renewal. With respect to existing employees of the Employer including deemed hired employees as described in Article 12.06, the Employer shall reimburse these employees for all costs in excess of \$15.00 per year without having to undergo the six (6)-month waiting period referred to above. The Employer shall reimburse each employee for all costs in excess of \$15.00 per year if the employee ceases employment with the Employer due to the loss of a client contract provided that the employee worked for three (3) months following the licence renewal.

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

## ARTICLE 21 - LEGAL. PROTECTION

21.01 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.

21.02 Notwithstanding Article 21.01, the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 21.01 where the Court, instead of convicting the accused, grants him/her an absolute discharge.

21.03 Notwithstanding Article 21.01, the Employer may refuse payment otherwise required by Article 21.01 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.

- 21.04 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.
- 21.05 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.
- 21.06 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.

## ARTICLE 22 - HUMANITY FUND

- 22.01 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.
- 22.02 The total amount deducted pursuant to Article 22.01 shall be remitted to the Steelworkers Humanity Fund at United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.
- 22.03 Remittances pursuant to Article 22.02 shall be made at the same times as union dues are remitted in accordance with Article 7 of this Agreement.
- 22.04 When remittances are made pursuant to Article 22.02, 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.
- 22.05 The Employer shall bear no liability for any errors made in deduction.

**ARTICLE 23 - BULLETIN BOARDS**

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

**ARTICLE 24 - NOTICE OF CLIENT CONTRACTS**

24.01 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 site(s) at which services will be provided;
- b) the number and classification(s) of employees regularly assigned to such site(s);
- 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.
- f) the parties agree that the Employer may request a pre-assignment physical provided that ii: 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.

24.02 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).

- 24.03 In the case of standing client contracts which require the Employer to provide service as requested by the client, the Employer shall, within ten (10) day of such requests being made, advise the Union of such requests and provide the information set out in Article 24.01.
- 24.04 The Employer shall provide to the Union information described in Article 24.01 as at December 31 of each year by no later than February 1 of the following year.

## ARTICLE 25 - RATES OF PAY' FOR NON-ABM EMPLOYEES

- 25.01 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 and equipment costs) 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 25.02 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 for 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 doing so, 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.

25.02 The minimum basic wage shall be:

a) for the purposes of non-USWA sites, 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,

	Greater Toronto Area	All other locations
As of date of ratification	\$8.00 per hour	\$7.15 per hour
Effective June 1, 2001	\$8.15 per hour	\$7.30 per hour
Effective June 1, 2002	\$8.30 per hour	\$7.50 per hour
Effective May 31, 2003	\$8.50 per hour	\$7.75 per hour

As of date of ratification	\$8.00 per hour	\$7.15 per hour
Effective June 1, 2001	\$8.15 per hour	\$7.30 per hour
Effective June 1, 2002	\$8.30 per hour	\$7.50 per hour
Effective May 31, 2003	\$8.50 per hour	\$7.75 per hour

Notwithstanding anything to the contrary herein, floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer's right to increase the actual wage rate paid to the floater on a contract by contract or site by site basis in accordance with the Employer's rights contained in Article 25.13 or subject to the terms contained in Articles, 25.03 (special 'event rate) or 25.04 (client-dictated wages). Floaters' actual wage rates however shall only be subject to the increases provided in this Article 25.02.

25.03 For special events as defined in this Agreement, the maximum wage rate shall be \$16.00.

25.04 Notwithstanding the provisions of articles 25.05, 25.06, or 25.07, 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.

25.05 Where the Employer enters into a client contract with a client for whom security services have not previously been provided, the actual wage rate shall be the basic wage rate.

25.06 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 25.02 unless a greater amount is required to be paid by the Employer pursuant to the provisions of the Employment Standards Act, R.S.O. 1990, C.E. 14, as amended from time to time, in regulations thereunder. In addition, during the first year in employment with the Employer of any incumbent or newly-hired employee at a non-USWA site, the Employer may refrain from providing benefits pursuant to article 27, and such employees shall have no entitlements under article 27 until they acquire at least one year site seniority.

25.07 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 wages which shall be no less than what the employees were earning at that site immediately prior to the Employer, becoming the successor employer.

25.08 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.

25.09 Except where their wages are established under articles 25.02 (minimum wage), 25.03 (special event rate) or 25.04 (client-dictated rate), the wage rates paid to individual security guards, at work on the effective date of the increase, shall be increased by the following amounts:

(a) for security officers:

- Effective July 2, 2000, \$0.10 per hour
- Effective January 7, 2001, \$0.10 per hour
- Effective July 1, 2001, \$0.10 per hour
- Effective January 6, 2002, \$0.10 per hour
- Effective July 7, 2002, \$0.10 per hour
- Effective January 5, 2003, \$0.10 per hour
- Effective May 25, 2003, \$0.10 per hour

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 25.09 and will be the rate posted for job vacancies subject to the circumstances provided for under Articles 25.03 (special event rate), 25.04 (client-dictated rate), 25.10 and 25.12.

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.

- .10 Notwithstanding Article 25.09, 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 25.04. 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 25.02 subject to the circumstances provided for under 25.12.
- 25.11 In the event that a client contract provides for wage increases which exceed those increases set out in Article 25.09, the wage increases in the client contract shall prevail and the increases provided by Article 25.09 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 25.09.
- 25.12 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.
- 25.13 'The Employer reserves the right to increase wages for employees on a site-by-site basis or contract-by-contract basis as the case may be, provided all employees working on the site or contract, as the case may be, receive the same increase in wages and provided the Union is notified in writing in advance.
- 25.14 **CLASSIFICATIONS**
- The following classifications shall be paid at the following wage rates:
- a) Security Officers shall be paid in accordance with Articles 25.01 to 25.13 inclusive and 25.18;
  - 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 25.01 to 25.13 inclusive and 25.18.
  - c) in the event that: bargaining unit employees are assigned to a classification other than Security Officer or Lead Hand, the parties shall determine wage rates in accordance with Article 13 of this Agreement.

## 25.15 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; or
- b) on agreement of the parties, an independent professional accountant, mutually agreed upon by the parties, shall review client contracts, regular hourly bill rates and actual wage rates in order to ensure compliance with this Article and provide an audit report to the parties. The fees and expenses of this accountant shall be paid by the Employer.

This paragraph will only apply for the purposes of article 25.01(c)

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

## 25.17 SHELTER PREMIUM

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.

## ARTICLE: 26 - RATES OF PAY FOR ABM EMPLOYEES

26.01 For ABM employees in the Don Mills office, the entry level wage rate shall be \$10.50 per hour. In six (6) months service, ABM employees in the Don Mills office wage rate shall be the following:

- effective the coming into force of this agreement - \$12.00 per hour;
- effective October 1, 1996 - \$12.50 per hour;
- effective October 1, 1997 - \$13.00 per hour;
- effective October 1, 1998 - \$13.25 per hour;



- 2.02 For all newly transferred or newly hired employees in the Ottawa ABM department, the entry level shall be \$10.50 per hour for six months of service in the department.

Upon completion of six months of continued service in the ABM department, effective July 2, 2000, the employee's actual wage rate shall be \$13.00 per hour.

Thereafter, on January 7, 2001, it shall be \$13.13

On July 1, 2001, it shall be \$13.25

On January 6, 2002, it shall be \$13.38

On July 7, 2002, it shall be \$13.50

On January 5, 2003, it shall be \$13.63

On May 25, 2003, it shall be \$13.75.

- 26.03 For ABM employees working in the general areas of Pembroke/ Petawawa, the entry level wage rate shall be \$10.00 per hour. Upon completion of six (6) months service, ABM employees' wage rates shall be the following: effective July 2, 2000 - \$10.60 per hour
- effective July 1, 2001 - \$10.70 per hour
- effective July 7, 2002 - \$10.80 per hour

Employees required to use their own vehicle in the performance of their duties will receive a. metrage allowance of \$0.33 per kilometre.

## ARTICLE 27 - BENEFITS

- 27.01 Subject to the provisions of article 25.06 and article 27.02, effective July 1, 2000, the Employer agrees to remit to the Union a total of \$0.53 per each hour an employee has worked. Effective June 1, 2001, the Employer shall remit a total of \$0.59 per each hour an employee has worked. Effective June 1, 2002, the Employer shall remit a total of \$0.63 per each hour an employee has worked.
- 27.02 Remittances in accordance with Article 27:
- a) shall be made no later than the fifteenth of the month following the month during which 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 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 from whom no deductions have been made, along with any forms required by the Union.

- 27.03.1 It is understood that the Employer's sole responsibility regarding the benefit plan under this Agreement is its obligations described above.
- 27.04 Where an employee 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 the employee would have otherwise worked.

#### **ARTICLE 28 - DURATION OF AGREEMENT**

- 28.01 This Agreement shall become effective on the - - day of \_\_\_\_\_ 2000 and shall continue in effect up to and including the 31ST day of May, 2003.
- 28.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 28.03 If notice of the intention to renew or amend is given by either party pursuant to Article 28.02, negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

#### **ARTICLE 29 - HEALTH AND SAFETY**

- 29.01 The parties recognize the importance of the Occupational Health and Safety Act. To that end, the parties are committed to working together to come to an agreement on joint health and safety committee procedures, and this, within one hundred and twenty days of the execution of the collective agreement. Upon approval by the Minister of Labour of these procedures, the parties agree to incorporate by reference the procedures as an appendix to the collective agreement.
- 29.02 Copies of minutes of local Joint Health and Safety Committee Meetings shall be distributed to ABM technicians of the applicable local office within one (1) week of their approval.

**ARTICLE 30 - MEMBER KITS**

30.01 The Employer agrees to provide each new employee with a new members kit as provided by the Union.

DATED: \_\_\_\_\_

SIGNED ON BEHALF OF THE EMPLOYER:      SIGNED ON BEHALF OF THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule A

1. The parties recognize that ABM services' as provided by the employer primarily involves the care, custody, control, pick-up and delivery of its clients' property, i.e. cash and other negotiable commodities. In addition, the ABM services require the technical servicing of ABM's. In providing such services, the employees agree to discharge their duties in a professional manner, with due diligence and expedience, and in accordance with the Employer's standard operating procedures so as to not jeopardize the integrity and quality of the services being provided and the safety and security of the public, co-workers, the Employer's client and its property and the Employer's property.
2. All articles in the collective agreement shall apply to ABM employees in the Don Mills and Ottawa office only, with the exception of articles 12.06, 12.20, 12.23(f), 12.24, 14.10, 24.01, 25.01 to 25.13, inclusively, and 25.15. Where there is a contradiction between the collective agreement and this schedule, this schedule shall apply.
3. The parties agree that for the purpose of layoff and recall after layoff, the employees in the ABM department in Don Mills or Ottawa, as the case may be, shall be restricted to exercising general seniority rights within their department and other employees covered by this Agreement shall not be permitted to exercise their general seniority rights within the ABM department.
4. The Employer agrees that it will not schedule ABM employees working out of the Ottawa offices on split shifts.
5. The parties acknowledge that to meet operational needs, there may be a requirement for rotating shifts, static shifts or a combination of both. With respect to ABM department, when rotating shifts are required, the employer will schedule the ABM employees who perform rotating shift work, without preference.
6. The Employer shall post employee schedules at least one week in advance. The parties agree that the Employer may change its shift requirements from time to time due to changing business needs and in doing so shall schedule rotating shifts equitably, where applicable. Except where circumstances surrounding the need for change are beyond the Employer's control, the Employer shall provide each employee with a minimum of 48 hours notice of change of shift to the posted schedule.

7. All ABM employees in the Don Mills and Ottawa offices shall receive a minimum of eight (8) hours of training. Training will encompass areas related to the performance of employee's duties while taking into account the safety and security of themselves and the general public, and the property of both the Employer and the Employer's client(s).
8. Where the Employer has exercised its discretion in offering overtime work to available ABM employees and such employees have refused, the Employer shall have the right to draft in accordance with general seniority, starting with the least senior.

## Letter of Understanding

Stuart Deans  
United Steelworkers of America  
885 Meadowlands Drive E., suite 201  
Ottawa, Ontario  
K2C 3N6

Dear Mr, Deans:  
RE: Respectful Work Environment

This will confirm our discussions during the 2000 negotiations during which the parties confirmed their commitment to encourage and maintain a respectful work environment for all employees.

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.

Respectfully,

PINKERTON'S OF CANADA LIMITED

Mark Hellmich, Senior Vice-President

**Premium Programs**

Mr. Stuart Deans  
United Steelworkers of America  
885 Meadowlands Drive E., suite 201  
Ottawa, Ontario  
K2C 3N6

Dear Mr. Deans:

During current, negotiations the parties discussed the employer's need to develop one or more premium-based programs on a site by site or contract by contract basis. Such program or programs shall be based on objective criteria such as but not limited to qualifications, seniority, skill-testing, education, assignment or task. This program is intended to improve the quality of service to the Employer's client(s) while at the same time providing increased earning opportunities to Security Officers and Lead Hands, as the case may be, who meet the requirements of the program. Such program(s), if implemented, shall only apply to the sites or contracts designated by the Employer from time to time. Any applicable premiums shall not form part of the employee's actual wage rate as defined herein. Moreover and in order to provide opportunities to employees, the Employer may make available, at its discretion, certain courses or programs to employees who wish take such course(s) or programs on their own time.

Prior to implementing such a program and in an effort to afford the Union an opportunity for input on these programs, the parties have agreed to set up a Premium Program Review Committee, as and when required. This Committee will be comprised of at least two (2) management representatives and two (2) Union representatives. The Employer agrees to cover all costs associated with any meetings pursuant to this letter of understanding.

Notwithstanding all of the above, the Employer agrees that no provision of any Premium Program developed and/or implemented by the Employer under the provisions of this letter of understanding shall adversely affect or diminish in any way any employee's rights under the current collective agreement without the express written consent of the Union.

Yours very truly,

Mark R. Hellmich  
Senior Vice-President  
Pinkerton's of Canada Limited