

COLLECTIVE AGREEMENT

between

METROPOL SECURITY,  
A DIVISION OF BARNES SECURITY SERVICES LTD.

and

UNITED STEELWORKERS OF AMERICA



Expires: June 30th, 2000

opieu-343

## **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 Barnes Security Services Ltd. c. o. b. as Metropol Security (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 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, dispatchers, office, clerical and sales staff, persons covered by an existing collective agreement, persons in bargaining units for whom any other trade union held bargaining rights as of May 1, 1994.
- 2.02 The Parties agree that “supervisor” means mobile patrol supervisors, field 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 purposes of instructions; and/or
  - (c) as an ancillary part of their functions, 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.

### CONTRACTING OUT

- 2.04 The Parties agree that the Employer shall not contract out bargaining unit work except in cases where contracting out could not result in the loss of any bargaining unit jobs nor in the loss of any hours regularly worked by employees in the bargaining unit immediately prior to the time of the contracting out.
- 2.05 Any rights and privileges enjoyed by an employee at a client site prior to the execution of this Agreement, provided they are not in conflict with any of the provisions of this Agreement, shall be continued and remain unchanged during the life of this Agreement except that, if such rights and privileges arise pursuant to a contract between the Employer and a client, they may be terminated by the expiry or renegotiation of such contract or when the employee leaves the site. It is understood that the Employer is not obliged to continue non-contractual rights and privileges extended to an employee by a client.

### 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 Lockouts 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 acknowledges its obligation and its members' obligation under the Ontario Labour Relations Act to continue to work and perform their normal duties during a strike by a client's employees.

### 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, 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 5.0 1 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 other bargaining unit employees.

5.06 **Employment Equity**

The Union and the Employer agree to work together in the 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 reasonable 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 limiting 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 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 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.
- 8.03 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. The Employer shall not have to recognize the stewards and officers unless this procedure has been followed.
- 8.05 Subject to operational requirements, stewards shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting will not be unreasonably withheld. It is **also** understood that stewards shall not leave their post without permission to perform such duties and that such permission will not unreasonably be denied.
- Union Leave**
- 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 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.



- 8.08 Subject to operational requirements, the Employer shall grant leave to the Union's delegates or to employees designated by the Union to attend meetings and conferences of the Union under the following conditions:
- (a) that there has been a written request from the Union to this end, stating the names of the union delegates for whom this leave was requested, the date, duration and purpose of the leave;
  - (b) that such request was made at least ten (10) days in advance; and
  - (c) the granting of such leave will not result in the Employer having to pay overtime. It is understood that the Employer will make reasonable attempts to cover work by non-overtime assignments and with employees who have received training for the site.
- 8.09 The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee of no more than five (5) employees along with representatives of the Union for the purposes of negotiations.
- 8.10 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.
- 8.11 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.
- 8.12 An employee who is absent under Article 8 shall continue to accumulate his/her seniority during his/her absence.
- 8.13 (a) 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 eighteen (18).
- (b) The "6355 Airport Road" Site shall be entitled to the number of stewards to be appointed or otherwise selected by the Union, provided that the ratio of stewards to the employees at that site shall not exceed one (1) to eighteen (18), but in no event will there be less than four (4) stewards at any one given time.

## 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 griever 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 Employer.
- ii) The Employer 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 and/or the griever may be present at this meeting if requested by either party.
- iii) The Employer shall within a further five (5) working days give his/her decision in writing, on the grievance form and return it to the Union.

- 3.04 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 at Step Two, the grievance may be referred in writing by either party to Arbitration as provided in article 12 at any time within thirty (30) working days after the decision is received under Step Two.
- 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.

#### GROUP GRIEVANCES

- 9.08 When two or more employees wish to file a grievance arising from the same alleged violation of the Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the grievance procedure.

#### POLICY GRIEVANCES

- 9.09 The Union and the Employer shall have the right to initiate a policy grievance or a grievance of a general nature beginning at Step Two of the grievance procedure.

#### 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. Such a grievance may be settled by any arrangement, except loss of seniority, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

- 10.02 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.
- 10.03 All disciplinary notices on an Employees Record shall be removed after fifteen (15) months of discipline free performance.
- 10.04 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.
- 10.05 The Union acknowledges that the Employer and the employee are required to comply with the Private Investigators and Security officers Act, R.S.O. 1990.

#### **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 an 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 to the grievance procedure.
- 11.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.07 The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 12- SENIORITY

12.01            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 management 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 could not fulfil the requirements of the job or would not possess the necessary qualifications to fulfil the requirements of the job after an appropriate period of time.

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-six (26) hours per week, unless otherwise provided for in this Agreement;
- (b)        a “full-time employee” is one who regularly works twenty-six (26) or more hours per week; and
- (c)        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 general seniority and, if the employee regularly works at a site, shall have site seniority.

12.04            P R O B A T I O N A R Y .

- (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 being employed continuously for ninety (90) calendar days.
- (b)        An employee hired as a student and who decides to remain in the employ of the employer shall be credited with seniority from his/her first day of work provided that he/she has been employed continuously for ninety (90) calendar days and has not had a break in service.

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)           time worked as a part-time employee expressed as years, weeks and days, as applicable, based on eight hour days, forty-four (44) hour weeks and fifty-two weeks per year

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           In the event that the Employer acquires a site through entering into a new client contract, an employee working at that site 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 since June 4, 1992 or before, then the employee shall be credited with general seniority commencing June 4, 1992 credited with general seniority commencing June 4, 1992; and
- (b) site seniority acquired during continuous service at the site with any previous employer.

- 12.06 (c) Where the Employer is awarded a contract for the performance of security guard services at that site where, immediately prior to such award, individuals were performing substantial similar security guard services (“the incumbent employees”) and the incumbent are unionized with the Union. The employees working at that site will be deemed hired and consequently, the Employer shall become the successor employer, unless one of the following situations occurs;
- (i) the incumbent employee’s job duties were not primarily at that site during the 13 weeks before the Employer takes over;
  - (ii) 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;
  - (iii) the incumbent employee has not worked at that site for at least 13 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.
- 12.06 (d) 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.

12.07 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.

12.08 **SITE SENIORITY**

- (a) Site seniority shall be an employees 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 on contract with a client; and
  - iv) may include, if mutually agreed between the Employer and the Union , a number of buildings or work places amongst which there is an interchange of staff.

- 12.09 Site 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 (1st) day of work at a site.
- 12.10 For the purpose of determining site seniority in the case of employees who commenced work at a site on the same day, the employee with the greater general seniority shall be considered to have the greater site seniority.

#### 12.11 PREFERENTIAL SENIORITY

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

#### 12.12 LOSS OF SENIORITY

An employee shall lose his/her seniority standing 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 within five (5) working 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) or by personal telephone contact by the Dispatch Department;
- (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 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 consecutive working days without notice and without reasonable excuse; and
- (g) notwithstanding 12.14, any absence of more than twenty-four (24) months, where there is no reasonable likelihood of a return to work.



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

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

12.15 SENIORITY LISTS and EMPLOYEES LIST

(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.

ii) an employee list is a list which, in addition to the information contained on a seniority list, includes for each employee: address, including postal code; home telephone number, including area code; and classification where such exists. It is the employees responsibility to inform the Employer and the Union of their address, postal code and home telephone number including area code.

(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 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) The Employer shall provide to the Union an updated employee list every four (4) months.

12.16 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 employees request, the correction shall be effective only from the date of the agreement or the arbitration award.

#### 12.17 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 employees in the affected classifications) 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) Where an employee has been declared surplus under paragraph (a), the Employer shall: identify three (3) existing vacancies for the surplus employee to fill which:
  - i) are within the same branch (or municipality if the branch is so sub-divided) as the surplus employee;
  - ii) at which the regular hourly wage rate, prior to the accrual of any applicable merit increases, are the same as, or closest to, that of the surplus employee; and
  - iii) at which the number of regular hours of work per week are the same as, or close to, that of the surplus employee.

Where the Employer has identified three (3) vacancies, the surplus employee may choose between those vacancies. Where only two (2) vacancies exist in an employees branch (or municipality if the branch is so sub-divided) the Employer shall also identify one (1) employee in accordance with paragraph (d) and the employee may choose to accept one of the two vacancies or to displace the employee identified by the Employer in accordance with paragraph (d). Where only (1) one vacancy exists in an employee’s branch (or municipality if the branch is so sub-divided) the Employer shall also identify two (2) employees in accordance with paragraph (d) and the employee may choose to accept the vacancy or to displace one of the two employees identified by the Employer in accordance with paragraph (d) .

- (d) Where an employee has been declared surplus under paragraph (a) and the Employer is unable to identify at least one (1) vacancy meeting the requirements of paragraph (c), the Employer shall, for the purpose of allowing the surplus employee to exercise his/her seniority rights, identify the three (3) employees with the least general seniority:
  - i) whose branch (or municipality if the branch is so sub-divided) is the same as the surplus employee;
  - ii) whose regular hourly wage rate, prior to the accrual of any applicable merit increase, are the same as, or closest to that of the surplus employee; and
  - iii) whose number of regular hours of work per week are the same as, or close to, that of the surplus employee.
- (e) An employee displaced as a result of the exercise of rights under paragraph (d) by **a** surplus employee shall be laid off.
- (f) When lay-off(s) occur, the Union steward(s) shall **be** deemed to have the greatest site seniority.
- (g) In the event of a lay-off due to the loss of a site, the Employer shall find a new location for laid off employees according to their general seniority as soon as reasonably possible.

12.18        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) Where practicable, notice shall be two (2) weeks for employees with less than two (2) years continuous service and three (3) 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.

12.19        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) i) All vacancies or newly created positions will be posted, in locations agreed to by the parties for each branch (or municipality where the branch is so sub-divided) for a period of at least five (5) full working days prior to the filling of a vacancy. Where the client allows, vacancies shall also be posted at major sites. To provide for ease of access to information about advancement opportunities, copies of postings will also be provided to field and site supervisors who will maintain a job posting binder. A copy of each posting will also be forwarded to the regional Union office.
- ii) The Parties agree that where the Employer obtains a new contract to provide services at a site at which security services have previously been provided, the Employer shall not be required to post any vacancies until the requirements of the Employment Standards Act have been met.

### 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 form for this purpose;  
or
  - ii) by sending a letter to the Employer by registered mail. 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 employees 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 thirty (30) 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 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.
- (h) A job shall not be considered vacant if that job is created pursuant to a contract for a service to be provided for less than thirty (30) 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 a copy of which shall be forwarded to the Union along with the successful applicant's seniority date and new rate of pay.
- (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.
- (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 or no employees possess the required qualifications, the Employer shall hire to fill the vacancy.
- (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 (1) 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.

### Strikes by a Client's Employees

- (o) Notwithstanding this Article, in the case of posting for positions arising from a client contract to provide services during a strike by the client's employees which may exceed thirty (30) consecutive days, preference will be given to employees by seniority. However, assignment is subject to operational requirements pursuant to other client contracts and the availability of back-up staff on a non-overtime basis. The Employer will make all reasonable efforts to facilitate the posting of senior employees. In the event that a senior employee otherwise entitled to a position is denied the assignment due to the operation of this paragraph, the Employer shall state in writing the reasons of such denial with copies to the employee and the Union.

#### 12.20 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 to which the Employer may appoint an employee, provided the site is accessible by public transportation or the employee has access to other suitable transportation; and
- b) the employee suffers no loss of pay, 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 penalty.

#### 12.21 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.

12.22 Employees not working at the 6355 Airport Road Site (Toronto) will not be permitted to displace an employee at the 6355 Airport Road Site (Toronto).

12.23 Vacancies or newly created positions at the 6355 Airport Road site will first be posted internally at the 6355 Airport Road site and if no successful applicant is found then the position may be posted in accordance with the Collective Agreement.

### ARTICLE 13 - NEW OR CHANGED JOBS

- 13.01 The Employer agrees to advise the Union of the rate of pay for any new or changed job which does not fall within an existing classification, prior to implementing such change. The Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs.

### 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.
- 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.

#### OVERTIME

- 14.04 Hours worked by an employee in excess of forty-four (44) hours in a one week period or more than twelve (12) continuous hours, shall be paid at a rate of one and one half (1 1/2) times the employees regular hourly wage.
- 14.05 Overtime shall be worked on a voluntary basis except:
- i) in an emergency beyond the control of the Employer or the client requesting emergency overtime; or
  - ii) in the event that an employees replacement does not report for work. In such cases, the Employer will attempt to ensure that the employee will not be required to stay in excess of his or her shift and the employee will not leave his or her post until a replacement is found.
- 14.06 Where the employee is required to stay on post in accordance with Article 14.05, the employee will be paid at a rate of one and one half (1 1/2) times the employee's regular hourly rate only where the Employer has been given more than eight (8) hours notice for an eight (8) hour shift, or more than twelve (12) hours notice for a twelve (12) hour shift, by the employee failing to report for work. **There** shall be **no** pyramiding of overtime pay rate and holiday pay rates.
- 14.07 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.

**14.08 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.

**14.09 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.

14.10 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,

14.11 Insofar as possible, the Employer shall strive to grant changes in shifts between two (2) employees at the same site, 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.

14.12 Hours worked by an employee in excess of forty-four (44) hours in a one week period or more than twelve (12) continuous hours, shall be paid at a rate of one and one half (1 1/2) times the employees regular hourly wage.



#### 4.13 PAYMENT FOR INJURED--

Any employee working who shall sustain injuries through felonious assaults which are compensable under the Workers 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 Workers 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 continuous 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 eight (8) 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.

##### 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

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.

##### 15.04

Requests for vacation time shall be made in writing at least six (6) weeks in advance of the start of the vacation. Provided such notice is given, vacation pay shall be paid on the pay day immediately preceding the start of the employees vacation.

##### 15.05

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;
  - (b) the leave is for a good reason and does not interfere unreasonably with operations; and
  - (c) the employee has not been granted leave under this Article in the preceding thirty-six (36) months.
- 16.02 A leave of absence shall be extended for 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 The Employer shall pay three (3) paid sick days per employee per collective agreement year payable after the seventh (7th) consecutive day of illness, subject to the Employer obtaining a medical certificate and proof of filing for a claim for unemployment insurance.

16.08

**Canadian Citizenship**

The Employer agrees to allow leave of absence without loss of pay for up to four (4) hour to an employee who wishes to become a Canadian Citizen. Such time off work shall be paid after verification is received by the Employer that such person did apply and received his/her Canadian Citizenship.

**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. 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 RECOGNIZED HOLIDAYS

- 18.01 The Employer will observe the following holidays
- |                |                  |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday    | Victoria Day     |
| Christmas Day  | Canada Day       |
| Boxing Day     | Labour Day       |
- 18.02 In addition to the holidays set out in Article 18.01, the Employer shall observe an employees birthday as a holiday. Notwithstanding other provisions of this of this Article, only with respect to the employees birthday:
- (a) If an employee works on his/her birthday they shall receive their regular rate of pay for all hours worked in addition to one and one half (1 1/2) times their regular rate of pay for all hours worked.
  - (b) If an employee is not scheduled to work on his/her birthday, they shall receive their regular rate of pay for all hours the employee would be scheduled to work on a regular day of work.
  - (c) If an employees birthday falls on the same day as another holiday observed by the Employer, the employee shall be granted an additional day off with pay.
- 18.03 Eligible employees shall receive pay for each holiday equal to the employees 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.
- 18.04 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.
- 18.05 Probationary employees within the meaning of this Agreement are not eligible for holiday pay under this Article.
- 18.06 When any of the holidays are observed during an employees scheduled vacation period, he/she shall receive holiday pay as provided in article 18.03 above and shall be granted an additional day off.
- 18.07 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.

**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, 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 grandparent, grandchild, brother-in-law or sister-in-law, he/she will be granted two (2) days leave with pay.
- 19.04 In the event that travel 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.
- 19.06 In cases where an employee is required to act as the prime organizer in the case of the death of a member of the employees immediate family, two (2) additional days leave without pay will be granted.

## **ARTICLE 0 - FRINGE BENEFITS**

20.0 1 Where required by the client contract or by the Employer, the Employer shall provide to its employees the appropriate uniform, 1 jacket, 2 pairs of pants/skirt and one tie.

New employees will be deducted a maximum of One hundred a fifty dollars (\$150.00) divided over twelve consecutive pay periods, as a deposit for the above article that form the basic Company uniform.

Said One hundred and fifty dollars (\$150.00) shall be reimbursed to the employee by the Company after twelve (12) months of continuous service. If a Guard leaves the employ of the Company before twelve (12) continuous months of employment, the Company will reimburse to the Guard on a pro rated basis one-twelfth of the cost of the uniform deducted from the twelve pay periods.

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 (rain, cold, etc.), the Employer shall make available parkas and raincoats.

20.04 Where safety footwear is required, the Employer will reimburse employees for the purchase of safety footwear to a maximum of sixty (\$60.00) dollars per year.

20.05 The Employer shall reimburse each employee for the full costs in excess of fifteen dollars (\$15.00) per year for obtaining and renewing licences under the Private Investigators and Security officers Act, R.S.O. 1990, c. P.25, as amended, including the cost of photos, provided that the employee remains an employee of the Employer for a period of six (6) months. The Employer shall reimburse the employee for all costs in excess of fifteen (\$15.00) dollars 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.

## **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, which include compliance with site standing orders, 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, which include compliance with site standing orders, 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 The choice of legal counsel shall be mutually agreed to by the employee and the Employer. Notwithstanding the above, should mutual agreement not be reached, the Employer's choice of legal counsel shall prevail.
- 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 23.01 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 22.03, 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 only with prior management approval. Such approval shall not be unreasonably withheld. 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 7.4 - NOTICE OF CLIENT CONTRACT**

- 24.01 Within ten (10) days of the execution of a contract for services between the Employer and a client at a site for which the Union is the agent in accordance with Article 2, 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 classifications of employees regularly assigned to such site (s) ;
  - (c) the date(s) upon which services to such site(s) will commence; and
  - (d) the term of such client contract.
  - (e) the names, addresses, phone numbers, wage rates and whether the employee has any additional compensation.
- 24.02 Within ten (10) days of the termination or failure to renew an existing contract for services between the Employer and a client at site for which the Union is the agent in accordance with article 2, the Employer shall advise a Union officer, to be identified by the Union,  
**of:**
- (a) the site(s) or contracts affected;
  - (b) the date upon which services to those site(s) or contracts will cease; and
  - (c) the names of employees regularly assigned to the affected site(s) contracts.
- 24.03 In the case of standing client contracts which require the Employer to provide service as requested by the client at a site for which the Union is the agent in accordance with Article 2, the Employer shall, within ten (10) days of such requests being made, advise the Union of such requests and provide information as set out in Article 24.01.

## ARTICLE 25 - RATES OF PAY

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, equipment costs and other costs not directly related to security guard services) 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;
- (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 services at such sites; 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 USWA.
- (f) **Actual wage rate** means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with this Agreement.

- 25.02 The minimum basic wage rate shall be:
- (a) for the purpose 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 purpose of USWA sites, a minimum hourly rate equal to the minimum wage in force under the Ontario Employment Standards Act, as amended, plus fifteen (15) cents or seven (\$7.00) per hour which ever is greater;

25.03 To satisfy short term or temporary contracts between the Employer and a client of thirty (30) or less consecutive days, the wage rate established by the Employer shall not be less than the minimum basic wage rate. Employees with seniority transferred to such assignments will be paid the same rate of pay they received immediately prior to the transfer, or the basic wage rate to a maximum of \$16.00, whichever is greater.

25.04 Notwithstanding the provisions of this agreement, in the event that a client contract provides for wage rates greater than the basic wage rate, the actual 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 wage rate shall be the basic wage rate.

25.06 Where the Employer enters into a client contract with a client 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, the actual wage rate shall be determined pursuant to that Act. In addition, during the first year of 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 26, and such employees shall have no entitlement under article 26 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 employee compensation 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

Except where the wages are established under article 25.05, the wage rates paid to individual security guards, at work on the effective date of the increase, shall be increased by the following amounts:

1. Effective March 17th, 1997 increase wages by \$0.07 cents per hour (Immigration Site Only)
2. Effective July 1st, 1997 increase wages by \$0.07 cents per hour (all employees except those working at the Immigration Site). General Wage Increase.
3. Effective July 1st, 1998 increase wages by \$0.08 cents per hour, General Wage Increase.
4. Effective July 1st, 1999 increase wages by \$0.08 cents per hour, General Wage Increase.
5. Effective January 1st, 2000 increase wages by \$0.09 cents per hour, General Wage Increase.

Such increase 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 Articles 25.04, and 25.05.

25.09

In the event that a client contract provides for wage increases which exceed those increases set out in Article 25.08, the wage increases in the client contract shall prevail and the increases provided by Article 25.08 shall not apply.

25.10

In the event that an increase to an employee's actual wage rate due to the implementation of Article 25.01 (c) exceeds the increase provided for in Article 25.08(a), the increase provided by Article 25.08(a) shall not apply.

25.11

#### CLASSIFICATIONS

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

- (a) Security Officers and Senior Security Officers shall be paid in accordance with Articles 25.01 to 25.10 inclusive. However, Senior security Officers shall be paid not less than twenty-five cents (\$0.25) more than the highest paid Security Officer with whom they work.
- (b) in the event that bargaining unit employees are assigned to a classification other than Security Officer or Senior Security Officer, the wage rate for the classification shall be determined in accordance with Article 13 of this Agreement.

25.12 VERIFICATION

Upon request, the Employer agrees to meet with no more than two (2) Union representatives for the purposes of verifying that wages are being paid in accordance with the Collective Agreement. The Union representatives) will be permitted to review (but not make copies of) only such portions of client contracts as necessary to determine whether the Employer is paying wages in accordance with the Collective Agreement.

25.13 Where it becomes necessary to increase a wage set out in this Agreement for recruitment purposes, the Employer shall obtain the Union's consent prior to doing so.

25.14 Patrol Rates shall be as follows;

	Hamilton	Toronto
Hire Rate	\$7.50	\$8.50
After Probation	\$8.00	\$9.00
After 12 months	\$8.50	\$9.50

In addition to the above mentioned rates the employees working in Patrol shall receive the General Wage Increase as outlined in Article 25.08.

25.15 The Employer shall pay a minimum of \$7.00 for training on days off.

## ARTICLE 6 - BENEFITS

- 26.01 The Parties agree that the Employer shall remit to the Union in accordance with Article 26.03. Effective April 1st, 1997 the sum of thirty-three (33) cents per each hour which an employee has worked for the purpose of assisting in the establishment of a benefit plan which will include bargaining unit employees. Effective October 1st 1997 the Employer will remit a total of thirty eight (38) cents per hour which an employee has worked, Effective July 1st 1998 the Employer shall remit a total of forty-three (43) cents per hour an employee has worked. Effective July 1st, 1999 the Employer shall remit a total of forty eight (48) cents per each hour an employee has worked.
- 26.02 Sick Days:  
The Employer will provide three paid sick days per year after the 7th consecutive day of illness, subject to medical certification and proof of filing for Employment Insurance
- 26.03 Remittances in accordance with this Article:
- (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.
- 26.04 It is understood that the Employer's sole responsibility regarding the benefit plan under this Agreement is its obligations described above.
- 26.05 Education Fund  
Effective July 1st, 1997 the Employer shall contribute one (\$0.01) cent per hour for all hours worked by the employees to the Steelworkers Security Officers Education Fund.

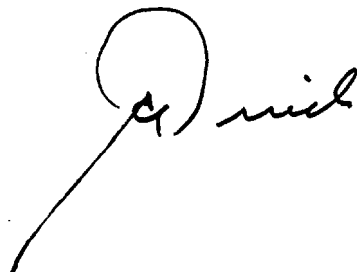
*[Handwritten mark]*

ARTICLE 27 - DURATION OF AGREEMENT

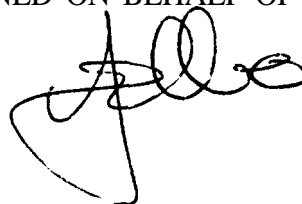
- 27.01 This Agreement shall become effective on June 1st, 1997 and shall continue in effect up to and including the June 30th, 2000.
- 27.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 27.03 If notice of the intention to renew or amend is given by either party pursuant to Article 26.02, negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

DATED this 19<sup>th</sup> day of SEPT. 1997 at O r o n t o ,

SIGNED ON BEHALF OF THE EMPLOYER:



SIGNED ON BEHALF OF THE UNION:



**Articl 28** Health and Safety.

The Company and the Union recognize the necessity to maintain a healthy work place and environment for the employees, but also recognize the limitations which may be imposed upon the Company in this regard as a result of the Company not owning or controlling the client work site.

Therefore, the Company and the Union agree to establish a joint/labour Management workplace health and safety committee in accordance with the applicable legislation. The committee shall be comprised of employees chosen by the Union and members chosen by the Company. The committee shall meet regularly to discuss safety problems and issues with a view to rectifying same. The Union and the Company agree to arrange said meetings at a mutually convenient time and place so as to not interfere with the Union members' normal working hours.

The Company agrees to ensure that when a security guards are given additional duties which may increase the danger to their health by working in a toxic or other hazardous environment, that they shall immediately inform the security guard of the possible danger and shall give the security guard information and/or training regarding same.

The Company shall Comply with applicable Federal, Provincial and Municipal health and safety regulations.

Should the guidelines presented by the Union to the Ministry, be adopted by the Ministry in jurisdiction, the parties agree to incorporate by reference the procedures as an Appendix to the Collective Agreement.



Schedule "A"

Mr. Andy Priede  
Director, Human Resources  
Barnes Security Services Ltd.  
3650 Victoria Park Avenue, Suite 203  
Willowdale, Ontario  
M2H 3P7

Dear Mr. Priede:

Re: Collective Agreement between Barnes & Security services c.o.b. as Metropol Security and the United Steelworkers of America. 1994 - 1997

This letter forms part of the above captioned Collective Agreement and is to confirm the agreement of the parties regarding clarification the phrase "branch" as used throughout the Collective Agreement.

The parties agree that, for purposes of the Collective Agreement, the province is divided into the following branches, each defined by the political boundaries, in effect on the date of the commencement of the Collective Agreement, between the various counties, united counties, districts, district municipalities, municipalities and regional municipalities in the Province of Ontario.

Toronto branch

- Municipality of Metropolitan Toronto
- Regional Municipality of York
- Regional Municipality of Durham
- County of Simcoe
- District Municipality of Muskoka

Belleville - Kingston branch

- County of Northumberland
- County of Hastings
- County of Prince Edward
- County of Lennox and Addington
- County of Frontenac
- County of Leeds
- County of Peterborough
- County of Victoria
- County of Haliburton

**Ottawa- Carleton branch**

- Regional Municipality of Ottawa-Carleton
- United Counties of Prescott and Russell
- United Counties of Stormont, Dundas and Glengarry
- County of Grenville
- County of Lanark
- County of Renfrew
- District of Nipissing

**Hamilton-Wentworth branch**

- Regional Municipality of Hamilton-Wentworth
- Regional Municipality of Halton
- Regional Municipality of Peel
- Regional Municipality of Waterloo
- County of Wellington
- County of Dufferin
- County of Brant

**Windsor - Chatham - Sarnia branch**

- County of Essex
- County of Kent
- County of Lambton

**St. Catharines - Niagara branch**

- Regional Municipality of Niagara
  
- Regional Municipality of Haldimand-Norfolk

**London branch**

- County of Oxford
- County of Middlesex
- County of Grey
- County of Bruce
- County of Huron
- County of Perth
- County of Elgin

Northern Ontario branch

District of Rainy River

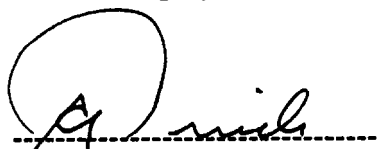
- District of Kenora
- District of Thunder Bay

District of Cochrane

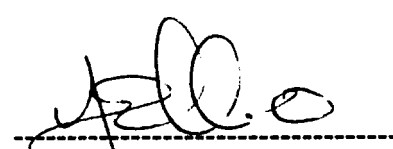
- District of Timiskaming
- District of Algoma
- District of Sudbury
- Regional Municipality of Sudbury
- District of Manitoulin
- District of Parry Sound

The parties agree that the boundaries between branches, as defined above, may be amended from time to time on consent of the parties.

For the Employer

  
-----  
Andy Priede

For the Union

  
-----  
Fil Falbo

Dated this 25<sup>th</sup> day of SEPT 1997

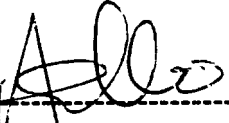
Letter Of Agreement

Re: Collective Agreement between Barnes Security services c.o.b. as Metropol Security and the United Steelworkers of America, 1994- 1997

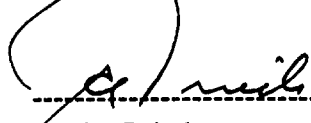
This letter forms part of the above captioned Collective Agreement and is to confirm the agreement of the parties regarding clarification of Article 25.0 1 (b) of the Collective Agreement. The parties agree that, despite any hourly charge rate set out in a client contract, the **regular** hourly bill rate" shall be calculated by dividing the entire amount payable by a client under a Client contract for straight time (excluding the federal Goods and Services Tax payable, equipment costs and other costs not directly related to security guard services) by the total number of hours of service required to be provided by the Employer by the terms of the client contract or, where, the client contract does not specify a number of hours of service, the total number of hours of service provided.

Dated this 25<sup>th</sup> day of SEPT 1997:

For the Union:

  
-----  
Fil Falbo

For the Company

  
-----  
Andy Priede

**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

**and**

**United Steelworkers of America  
(The Union)**

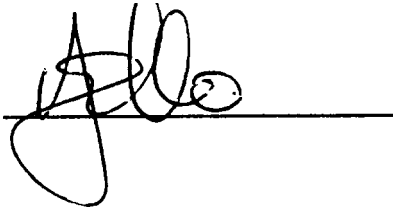
**RE HEALTH AND SAFETY**

Due to the unique nature of the 6355 Airport Road Site (Immigration Detention Holding Center) the Health and Safety Committee currently in place shall be continued for the term of the Collective Agreement.

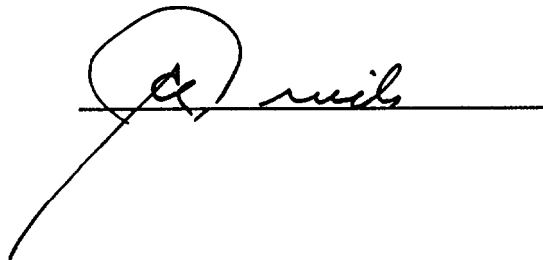
This letter of agreement shall form part of the Collective Agreement and be enforceable under it's terms and conditions.

Dated this 31<sup>st</sup> day of Sept 1997

For the Union

A handwritten signature in black ink, appearing to be "A. J. [unclear]", written over a horizontal line.

For the Company

A handwritten signature in black ink, appearing to be "A. [unclear]", written over a horizontal line.Handwritten initials "A.J." above the page number "-46-".

**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

**and**

**United Steelworkers of America  
(The Union)**

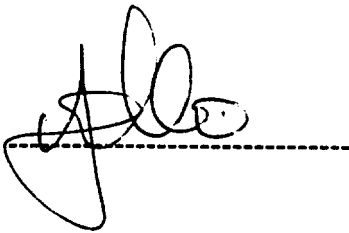
Re: ARTICLE 17 - JURY AND WITNESS DUTY

For the purpose of clarity of article 17 the Employer agrees that when an Employees is required to attend court on their scheduled day off, arising from the performance of their duties shall be paid their regular hourly rate for all hours the employee is required to be in court.

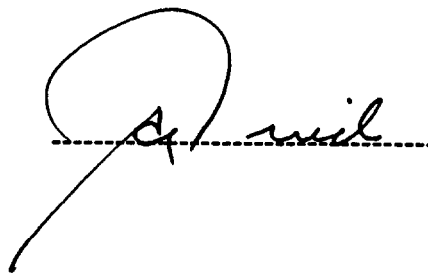
The Parties agree that this Letter of Agreement may be used to clarify any issue that may arise out of the interpretation and application of Article 17.


Agreed by the Parties February 12, 1997

**For the Union**



**For the Employer:**



146  
-27-  


**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

**and**

**United Steelworkers of America  
(The Union)**

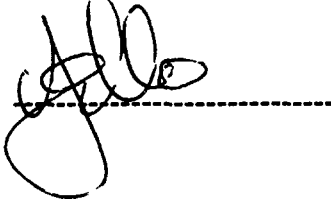
**Re: Dual Licenced Employees:**

**The Parties agree that bargaining unit employees who also hold a private investigators license shall be maintained in the bargaining unit while performing the work of a private investigator and be subject to all terms and conditions set therein.**

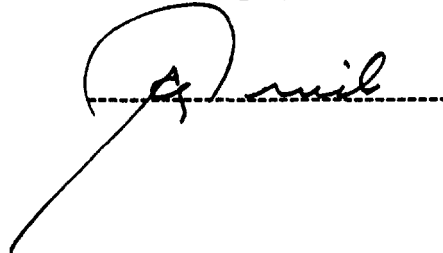
**This letter of agreement shall form part of the Collective Agreement and be enforceable under it's terms and conditions.**

Agreed by the Parties February 12, 1997

**For the Union**



**For the Employer:**



**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

**and**

**United Steelworkers of America  
(The Union)**

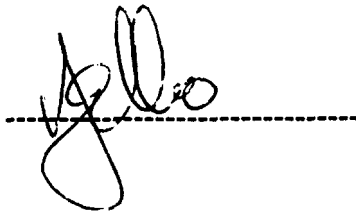
Re Employees at 6355 Airport Road Site:

The Parties agree that the employees covered by the existing Agreement at the 6355 Airport Road Site shall be rolled into the renewed Province Wide Agreement covering the Parties.

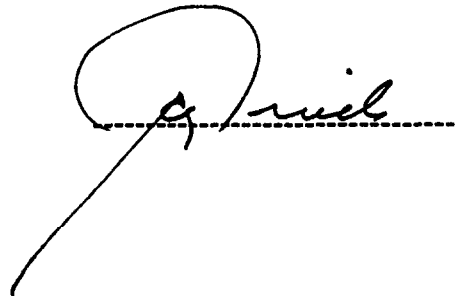
**This letter of agreement shall form part of the Collective Agreement and be enforceable under its terms and conditions.**

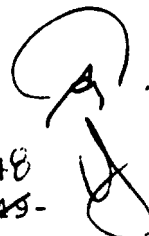
Agreed by the Parties February 12, 1997

**For the Union**



**For the Employer:**



48  
-49-  




**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

**and**

**United Steelworkers of America  
(The Union)**

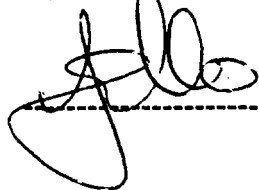
**RE Scheduling Amendments:**

The Company agrees that it shall give employees the opportunity to propose alternative shifts schedules for the Employers consideration.

Nothing in this letter of Agreement shall be interpreted to force the company to alter the shifts.

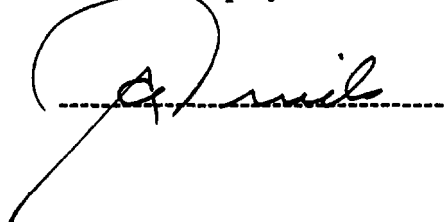
Agreed by the Parties February 12, 1997

**For the Union**

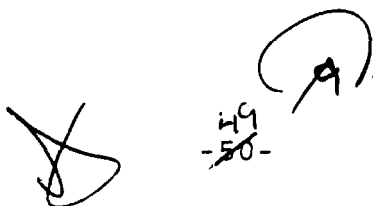


A handwritten signature in black ink, consisting of several loops and a long tail, positioned above a horizontal dashed line.

**For the Employer:**



A handwritten signature in black ink, featuring a large circular flourish at the beginning and the word "Smith" written in cursive, positioned above a horizontal dashed line.



Handwritten initials "J" and "A." in black ink, with the page number "-49-50-" written below them.

**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd  
(The Company)**

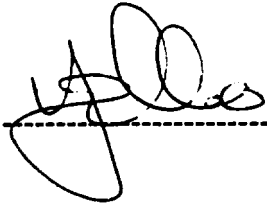
**and**

**United Steelworkers of America  
(The Union)**

The Company agrees that beginning the day after the date of ratification, current incumbent employees shall have their uniform deposit of one hundred and fifty (\$150.00) dollars returned on the first pay period following their birthday.

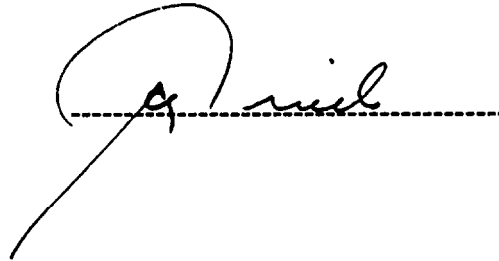
This letter of agreement shall form part of the collective agreement and be enforceable under its terms and conditions.

**For the Union**

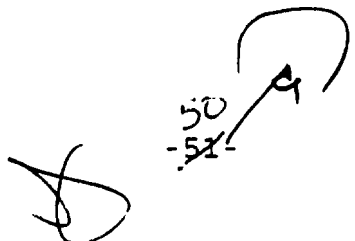


A handwritten signature in black ink, appearing to be "J. Jones", written over a horizontal dashed line.

**For the Employer:**



A handwritten signature in black ink, appearing to be "A. Smith", written over a horizontal dashed line.



Handwritten initials "JS" and a date "50-51" with a circled "A" next to it.

**Letter of Agreement  
between  
Metropol Security  
A Division of Barnes Security Services Ltd  
(The Company)  
and  
United Steelworkers of America  
(The Union)**

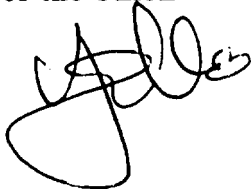
**LEAVE OF ABSENCE FOR EMPLOYEES WORKING AT THE IMMIGRATION DETENTION  
CENTER SITE (TORONTO)**

The Parties agree that this leave of absence provision shall only apply to the Immigration Detention Center employee and shall form part of the collective agreement and be enforceable under its terms and conditions.

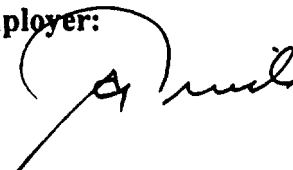
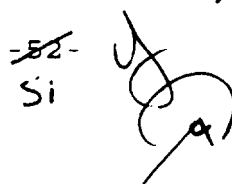
- 16.01 An employee shall be allowed thirty (30) calendar days leave of absence without pay for personal reasons if..
- a) they request it in writing from the management; and
  - b) the leave is for a good reason and does not interfere unduly with operations.
- 16.02 a) A leave of absence shall be extended for additional thirty (30) calendar 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 thirty (30) calendar days leave.
- b) The President or Chairperson of the Union will be notified of all leaves granted under this Section.
- 16.03 The Employer agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Employer as provided for elsewhere in the Agreement, and the Union shall reimburse the Employer for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- 16.04 In cases of pregnancy, employees shall be granted leave of absence without pay for a period of up to forty (40) weeks commencing no earlier that 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.

**For the Union**



**For the Employer:**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**METROPOL SECURITY  
A DIVISION OF BARNES SECURITY SERVICES LTD.**

**-and-**

**UNITED STEELWORKERS OF AMERICA**

This Memorandum of Agreement shall form part of the Collective Agreement between the Parties and as such shall be enforceable under its terms and conditions.

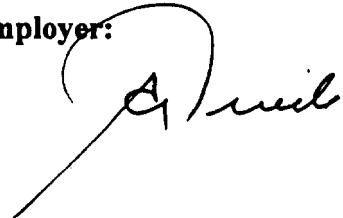
The Parties agree that in the case of future acquisitions by the Employer of Companies providing the same or similar security services the following shall be observed:


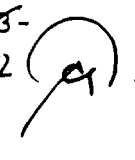
1. The minimum basic wage shall be the minimum wage under the Employment Standards Act; R.S.O. 1990, c.14, as amended from time to time.
2. The actual wage rate for all employees shall be the minimum basic wage set out above unless a greater amount is required to be paid by the Employer pursuant to the provisions of the Employment Standards Act, R.S.O. 1990, c. 14, as amended from time to time, or its regulation thereunder, in the event that a client contract provides for wage rates greater than the basic wage rate, the actual wage rates payable by the Employer shall be the wage rates set out in the client contract.
3. Benefit contributions as per article 26 shall not commence until one year from the date of the acquisition.
4. Where the Employer enters into a client contract through acquisition for whom security services had previously been provided such that the Employer becomes the successor employer and that the employees working at the site are represented by the United Steelworkers of America, the Employer will agree to offer such employees wages and benefits which shall be not less than what the employees were earning at such site.

**For the Union**



**For the Employer:**



 -53-  
52 

**Letter of Agreement  
between  
Metropol Security**

**A Division of Barnes Security Services Ltd.  
(The Company)**

**-and-**

**United Steelworkers of America  
(The Union)**

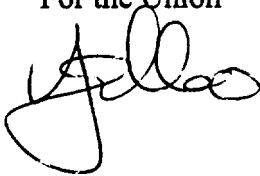
The Company shall reply to all vacation requests within fourteen (14) days of the request being submitted in writing.

In the event of emergency situations, the Company will not require an employee to change their vacation, unless the Company is prepared to reimburse all monies spent for the planned vacation. Proof of such deposit payments must be submitted.

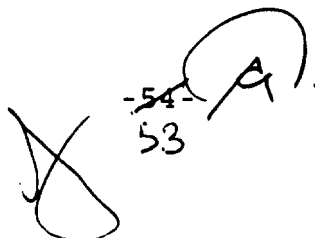
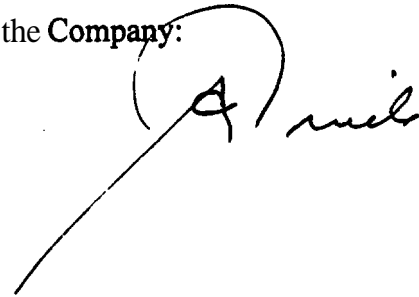
**This letter of agreement shall form part of the Collective Agreement and be enforceable under its terms and conditions.**

Agreed by the Parties February 14, 1997

For the Union



For the Company:



-54-  
53

**LETTER OF AGREEMENT  
between  
METROPOL SECURITY**

**A DIVISION OF BARNES SECURITY SERVICES LTD.  
(The Company)**

**-and-**

**UNITED STEELWORKERS OF AMERICA  
(The Union)**

**Re: Notice of Vacancies**

The current practice in the Toronto/Mississauga Region of having vacancies or newly created positions advertised on a phone line will continue.

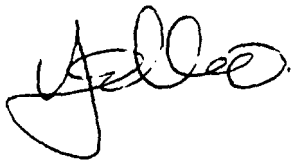
The Company will undertake to extend this concept at the Hamilton, and Ottawa branch locations and others where practicable.

This letter of agreement shall form part of the Collective Agreement and be enforceable under its terms and conditions.

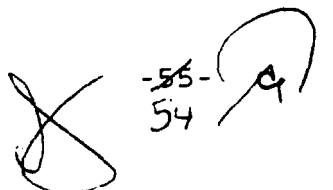
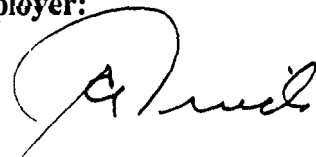
Agreed to by the Parties February 14, 1997

**This letter of agreement shall form part of the Collective Agreement and be enforceable under its terms and conditions.**

**For the Union**



**For the Employer:**



Handwritten initials and numbers: a large 'X' on the left, '-55-' above '54' in the center, and a circled 'A' on the right.