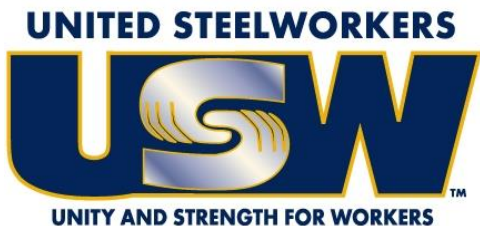


**COLLECTIVE AGREEMENT**

**- Between -**

**SECURITAS CANADA LIMITED**

**- And -**



**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Services Workers International Union  
(UNITED STEELWORKERS)**

**On behalf of its Local Union 2020, 5296, 9597, 5481**

**July 1, 2020 to June 30, 2024**



## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF THE AGREEMENT.....	1
ARTICLE 2 - RECOGNITION & SCOPE.....	1
CONTRACTING OUT.....	3
EMPLOYEES OBLIGATIONS.....	3
SPECIAL EVENTS.....	4
STRIKES AND LOCKOUTS.....	4
ARTICLE 3 - NO STRIKE OR LOCKOUTS.....	5
ARTICLE 4 - RELATIONSHIP.....	5
RESPECTFUL WORK ENVIRONMENT.....	6
LABOUR MANAGEMENT MEETINGS.....	6
ARTICLE 5 - WORKPLACE HARASSMENT.....	8
EMPLOYMENT EQUITY.....	10
ARTICLE 6 - MANAGEMENT RIGHTS.....	10
ARTICLE 7 - UNION SECURITY.....	12
ARTICLE 8 - UNION REPRESENTATION.....	13
UNION LEAVE.....	14
ARTICLE 9 - GRIEVANCE PROCEDURE.....	17
STEP ONE.....	17
STEP TWO.....	17
ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION.....	20
ARTICLE 11 - ARBITRATION.....	21
ARTICLE 12 - SENIORITY.....	22
ENTITLEMENT TO SENIORITY.....	23
PROBATIONARY EMPLOYEES.....	23
PREFERENTIAL SENIORITY.....	26
LOSS OF SENIORITY AND EMPLOYMENT.....	26
SENIORITY LISTS AND EMPLOYEE/EMPLOYER LISTS.....	29
LAYOFF.....	31
NOTICE OF LAYOFF.....	32
VACANT OR NEWLY-CREATED POSITIONS DEFINITION.....	33
NOTICE OF VACANCIES.....	33
POSTING FOR VACANCIES.....	34
METHOD OF FILLING VACANCIES.....	34

SICKNESS OR ACCIDENT .....	34
POSTING OF TEMPORARY ASSIGNMENT .....	34
NOTICE OF SUCCESSFUL APPLICANT .....	35
SUBSEQUENT VACANCIES.....	36
SPECIAL ASSIGNMENT LIST.....	36
TURNOVER CLAUSES .....	37
REMOVAL PROCESS .....	37
EMPLOYEE PROTECTION.....	38
ARTICLE 13 - NEW OR CHANGED JOBS .....	40
ARTICLE 14 - HOURS OF WORK AND OVERTIME .....	40
SWITCHING SHIFTS.....	43
SCHEDULE CHANGES .....	43
ARTICLE 15 - TRANSFERS.....	44
ARTICLE 16 - CALL-IN PAY.....	44
ARTICLE 17 - PAYMENT FOR INJURED EMPLOYEES .....	45
ARTICLE 18 - VACATIONS WITH PAY .....	45
ARTICLE 19 - LEAVE OF ABSENCE.....	47
PREGNANCY LEAVE.....	48
PARENTAL LEAVE.....	48
THE RIGHT TO REINSTATEMENT .....	49
CANADIAN CITIZENSHIP .....	49
MILITARY LEAVE .....	49
DOMESTIC VIOLENCE LEAVE .....	50
ARTICLE 20 - COURT, JURY AND CROWN WITNESS DUTY .....	53
COURT LEAVE .....	53
JURY DUTY AND CROWN WITNESS LEAVE .....	53
ARTICLE 21 - PAID HOLIDAYS.....	53
FOR FULL-TIME EMPLOYEES:.....	54
FOR PART-TIME EMPLOYEES:.....	54
ACCOMMODATION FOR RELIGIOUS MINORITIES.....	55
ARTICLE 22 - BEREAVEMENT PAY .....	56
ARTICLE 23 - FRINGE BENEFITS .....	57
UNIFORMS .....	57
SECURITY LICENSE.....	58
EDUCATION FUND .....	59
LEGAL PROTECTION .....	60

HUMANITY FUND .....	61
ARTICLE 24 - BULLETIN BOARDS .....	62
ARTICLE 25 - RATES OF PAY .....	62
VEHICLE SHELTER .....	66
PARKING .....	67
TRAINING AND WAGES .....	67
CLASSIFICATIONS .....	67
ERRORS OR OMISSIONS .....	68
ARTICLE 26 - BENEFITS .....	68
BENEFITS .....	68
EMPLOYEE ASSISTANCE PROGRAM .....	69
SICK LEAVE WITH PAY .....	69
STEELWORKERS MEMBERS' PENSION BENEFIT PLAN .....	70
NEW MEMBER KITS .....	73
ARTICLE 27 - HEALTH & SAFETY .....	74
REFUSAL OF UNSAFE WORK .....	76
ARTICLE 28 - NOTICE OF CLIENT CONTRACTS .....	78
ARTICLE 29 - DURATION OF THE AGREEMENT .....	80
MEMORANDUM OF AGREEMENT .....	82
MEMORANDUM OF AGREEMENT .....	85
Letter of Understanding .....	88

## **ARTICLE 1 - PURPOSE OF THE 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 the 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 the mechanism 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 the Agreement.
- 1.03** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.
- 1.04** The Union acknowledges that the Employer and employees are required to comply with the Private Security and Investigative Services Act, 2005.

## **ARTICLE 2 - RECOGNITION & SCOPE**

- 2.01** (a) Securitas Canada Limited ("the Employer") recognizes the Union as the exclusive bargaining agent for all employees employed by the Employer in the Province of Ontario save and except those

employees currently covered by the terms of other Collective Agreement(s), Supervisors, Guard Inspectors, Dispatchers and office, clerical and sale staff.

- (b) The Parties further agreed that the term "Supervisor" is deemed to include Site Supervisor, Shift Supervisor, Mobile Patrol Supervisors, Field Supervisors, Guard Inspector/Dispatcher and other persons who exercise managerial functions within the meaning of Section 1 (3) of the Labour Relations Act, 1995, S.O. 1995, c.1, Sch. A., as amended.

**2.02** The Parties are agreed that supervisors are excluded from the bargaining unit. The Parties are further agreed that the term "Supervisor" is deemed to include Site Supervisor, Shift Supervisor, Mobile Patrol Supervisors, Field Supervisors, Guard Inspector/Dispatcher and other persons who exercise managerial functions within the meaning of Section 1 (3) of the Labour Relations Act, 1995, S.O. 1995, c. 1., Sch. A., as amended.

The Mobile Division will be considered a site.

**2.03** The Parties agree that only employees who are in the bargaining unit will perform bargaining unit work except:

- (a) as otherwise provided in this Agreement;
- (b) for the purpose of instruction; and/or
- (c) as an ancillary part of their function, security guard work only:

- (i) at sites at which no security officer is assigned;
- (ii) in cases of emergency, such as flood or fire or another similar reason when bargaining unit employees are not available. Emergencies shall include but will not be limited to, any open post;
- (iii) in other circumstances for not more than three (3) consecutive hours or ending as soon as possible thereafter.

## **CONTRACTING OUT**

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

## **EMPLOYEES OBLIGATIONS**

- 2.05** The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties faithfully as assigned to them, impartially and without regard to union or non-union affiliation of any person at the sites where the United Steelworkers are the official bargaining agent for any employees at that site and any future sites and in particular during a strike by the Employer's client's employees.
- 2.06** Any violation of Article 2.05 may result in discipline up to and including discharge.



## **SPECIAL EVENTS**

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

- (a)** contracts between the Employer and a client to provide services for a period of not more than sixty (60) calendar days and may include seasonal, sport, cultural, educational and commercial events, exhibitions, trade shows, fairs and political conventions; or
- (b)** contracts between the Employer and a client to provide services during a strike by a client's employees.

## **STRIKES AND LOCKOUTS**

**2.08** In the event of a strike or a lockout at a client's site involving the client's employees, security guards assigned to the site shall be paid at the highest client-dictated rate, if applicable, for no more than the duration of the strike, where possible and subject to client approval.

**2.09** Security guards displaced as a result of a strike or a lockout at a client's site involving the client's employees, will be placed in accordance with Article 12 at the nearest geographical site and shall have their wage rate maintained or they shall be paid at the wage rate of the specific site to which they are assigned, if higher. It is further understood that the affected employees will be returned to their original site when the labour dispute is over.

### **ARTICLE 3 - NO STRIKE OR LOCKOUTS**

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

### **ARTICLE 4 - RELATIONSHIP**

- 4.01** The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, sexual orientation, creed, religion, colour, age, place of origin, citizenship, ethnic origin, disability, family status, marital status, record of offences, gender expression or gender identity.
- 4.02** The Employer and Union agree to observe the provision of the Ontario Human Rights Code, R.S.O. 1990, ch.19, as amended and where applicable, the Canadian Human Rights Act.
- 4.03** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful

right to become and remain members of the Union and to participate in its lawful activities.

## **RESPECTFUL WORK ENVIRONMENT**

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

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

Thereafter, the Parties shall jointly investigate the complaint and the Employer shall prepare a report within seventeen (17) days of the filing of the complaint.

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

A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

## **LABOUR MANAGEMENT MEETINGS**

**4.05** The Employer and the Union recognize the value of open and effective communication in maintaining a constructive labour management relationship. To this end, labour management meetings will provide a regular opportunity

to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both Parties.

- a) Labour management meetings will be held on a quarterly basis, or as otherwise agreed by the Parties, at the regional level. The meeting will be held between two (2) representatives of the Union and two (2) representatives of the Employer.
- b) Where appropriate and agreed by the Parties, meetings may be held by conference call or video conferencing.
- c) The Parties will exchange proposed agenda items at least one (1) week prior to the meeting. These items will be listed in order of priority. A single agenda will be typed and distributed to committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on the agreement of the Parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.
- d) Immediately following the meeting, the Parties will compare notes and agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members.
- e) Annually, or as otherwise agreed to by the Parties, a labour management meeting may be held at the Provincial level involving delegates from Local Unions representing employees of the Employer and the appropriate officials of the Employer.

## **ARTICLE 5 - WORKPLACE HARASSMENT**

- 5.01** The Employer and the Union shall take all reasonable steps to maintain a working environment which is free from harassment.
- 5.02** For the purposes of the 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 purposes of this clause, "Workplace 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 actions by the Employer, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of their

race, sex, sexual orientation, colour, creed, religion, age, place of origin, ethnic origin, citizenship, disability, family status, marital status, record of offences, gender expression or gender identity.

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

Thereafter, the Parties shall jointly investigate the complaint within seventeen (17) days of the filing of the complaint. Within thirty (30) days of the joint investigation, the Employer shall prepare a report outlining their findings.

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

A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

#### **5.04**

Where an arbitrator concluded that Article 5.01 has been breached, the arbitrator may direct, among other remedies:

- (a)** that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or workplace harassment conduct; and

- (b) that any employee who is found to have engaged in sexual or workplace 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.

## **EMPLOYMENT EQUITY**

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

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

- (a) to maintain order, discipline, efficiency and in connection therewith to establish reasonable rules and regulations, enforce and alter from time to time rules and regulations to be observed by the employees. Recognizing that rules and regulations will change from time to time, given the needs of the business, the Employer will apprise and discuss with the Union any such changes;

- (b)** to select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, establish qualification, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has been dismissed or otherwise disciplined without just cause may be subject of a grievance under Articles 9 and 10 of this Agreement. All other matters not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer;
- (c)** generally to operate and manage its business in all respects and in accordance with its discretion, commitments, obligations and responsibilities. The right to determine the number of employees required from time to time, determine the kind of operations, the methods of execution, to decide on expansion, cutbacks, or the termination of operations in compliance with the provisions of the Agreement, the content of jobs, the standards or performance, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Employer's operations not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer.

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

**6.03** The Union acknowledges that the Employer and the employees are required to comply with the Private Security and Investigative Services Act, 2005, as amended from time to time.



## **ARTICLE 7 - UNION SECURITY**

- 7.01** It shall be a condition of employment that every employee become a member of the Union in good standing. Every new, rehired and recalled employee must become a member of the Union on the date of hire, rehire or recall.
- 7.02** The Employer shall deduct Union dues including where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 7.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1. A copy of the Dues Remittance Form R-115 will also be sent to any email provided by the United Steelworkers.
- 7.04** The remittance and the R-115 Form shall be accompanied by a statement, in Excel format, when possible, containing the following information:
- (a)** A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
  - (b)** A list of the names of all employees from whom no deductions have been made.

- (c) This information shall be sent to both Union addresses in such form as shall be directed by the Union to the Employer.

**7.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any action taken by the Employer in compliance with 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 Employer, 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 Employer shall have no liability to the Union or the employee for such an error.

**7.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues, charitable deductions paid by each employee during the previous year.

## **ARTICLE 8 - UNION REPRESENTATION**

**8.01** The Employer acknowledges the right of the Union to appoint or otherwise select stewards and other authorized Union Representatives for the purpose of representing employees in the handling of complaints and grievances.

**8.02** The Employer agrees to meet with by appointment, the Union's authorized Representatives, stewards and Officers to discuss and settle any current grievance or complaint.

- 8.03** The authorized Union Representatives, stewards and Officers shall be recognized 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 Union will provide names in effect at the time of the signature of the Collective Agreement and the Employer will not be obligated to recognize such stewards and Officers until it has been so notified.
- 8.05** Subject to operational requirements and with prior management approval, stewards, authorized Representatives and Officers shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting shall not be unreasonably withheld.
- 8.06** If an authorized Representative, who is not employed by the Employer, wants to speak to Local Union Representatives and/or a Union member about a grievance or other official business, they shall advise the District Manager or their designated representative, who shall then call the Local Union Representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with normal operations.

## **UNION LEAVE**

- 8.07** 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 a Leave of Absence for the period during which they are performing their duties. A request will be made in writing to the District Manager at least ten (10) calendar days before the

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

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

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

- (a) that there has been a written request from the Union to this end, stating the names of the Union delegates for whom this leave was requested, the date, duration and purpose of the leave;
- (b) that such request was made at least ten (10) calendar 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.
- (d) leave of absences shall be deemed approved where the Employer has not responded to the Union within five (5) working days of the submission of requests under (b) above.

**8.10** The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee along with

representatives of the Union for the purposes of negotiations.

- 8.11** The Union shall endeavour to notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) days in advance of such leave taking place.
- 8.12** Employees taking leave of absence pursuant to Articles 8.07 and 8.09 shall be paid in accordance with Article 19.04 of this Agreement.
- 8.13** An employee who is absent under Article 8 shall continue to accumulate their seniority during their absence. Employees on Union leave pursuant to Article 8 shall also retain the right to post for and be awarded any positions that become available during current said leave. Should the employee be awarded the position prior to the leave ending, the Employer may fill the posting as a temporary assignment.
- 8.14** The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twenty-five (25) or greater proportion thereof.
- 8.15** Each steward must be an employee of the particular Employer to which they refer labour relations matters, concerns, grievances or disputes on behalf of one or more employees of the Employer. It is further understood by the Parties that Union Officers (excluding stewards) and/or Local Union Executive regardless of their employers may on occasion where required handle the above-noted matters.

## **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 the employee has first given their District Manager an opportunity to adjust the complaint.
- 9.03** If, after registering the complaint with the District Manager and such complaint is not settle within five (5) working days or within any longer period which may have been agreed to by the Parties (in writing), then the following steps of the grievance procedure may be invoked:

### **STEP ONE**

The grievance shall be submitted in writing to the District Manager or management designate either directly or through the Union, stating the nature of the grievance, the remedy being sought, the sections of the CBA alleged to have been violated. The District Manager or management designate shall meet with the employee and the employee's Union steward within ten (10) working days of the receipt of the grievance in an attempt to resolve the grievance. The District Manager or management designate shall within a further five (5) working days give their answer on the grievance form and return it to the Union.

### **STEP TWO**

Within ten (10) working days after receiving the Manager's reply to Step One above and such response is not

satisfactory, the grievance may be submitted to the Vice-President or management designate who shall, within fifteen (15) working days hold a meeting between the employee and 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 Representation of the Union and/or the Grievor may be present at this meeting if requested by either Party. The Vice-President shall within a further ten (10) working days give their decision in writing, on the grievance form and return it to the Union.

- 9.04** The District Manager shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor 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 11 at any time within thirty (30) calendar days after the decision is received under Step Two.
- 9.06**
- a)** Employer grievances will be submitted directly to the servicing Staff Representative in the respective area.
  - b)** The Union will provide a list of Staff Representatives at signature of the Collective Agreement and will notify the Employer of any changes.
- 9.07** All time limits in this Article may be extended by mutual agreement of the Parties.

- 9.08** The Union agrees that all correspondence from the Union shall be on official letterhead.
- 9.09** All Policy grievances shall be submitted to the Vice-President, Human Resources or designate at Step Two and all Group grievances shall be submitted to the Area Vice-President at Step Two within the time limits contained in Article 9.03.
- 9.10** 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 11 - Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Two.
- 9.11** For any grievance of a continuous nature, the Employer's liability shall be limited to thirty (30) calendar days prior to filing of the grievance, provided that the Union has received notice pursuant to Article 28.01.
- 9.12** Prior to a grievance being scheduled or presented for arbitration, either party may request a pre-arbitration meeting. This meeting may be attended by the grievor, grievance committee and the Staff Representative of the Union.
- 9.13** Where stewards are required to attend meetings with the Employer outside of their regular hours of work, such time spent shall be considered time worked. For the purposes of this Article, call-in pay provisions in this Agreement shall not apply.



## **ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION**

- 10.01** A claim by an employee that they have 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 Employer at Step Two within ten (10) working days after the employee receives notice that they have ceased to work for the Employer or has been notified of the suspension, as the case may be. Notwithstanding the time limits contained in Article 9.03 Step Two, the Parties will meet in an attempt to resolve the grievance within five (5) working days of said grievance being filed at Step Two.
- 10.02** An employee shall be represented by a Union Steward or other Local Union Officer who will be available within 24 hours when discipline is given. The Employer shall send a copy of all discipline administered to the employee and Union. Should the Employer fail to provide a copy of the discipline, the timelines found in Article 9.03 shall be waived.
- 10.03** All disciplinary notices on an employee's record shall be removed after fifteen (15) months.
- 10.04** A claim of suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee with full seniority and compensation for lost time, or by any other arrangements as to compensation or reinstatement which is just and equitable in the opinion of the conferring Parties, or in the opinion of the arbitrator. An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose their seniority.

**10.05** It is clearly understood between the Parties that Probationary Employees may be discharged for reasons less serious in nature than employees having attained proper seniority standing.

An employee shall be granted access to their personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union Officer or Union Staff Representative.

## **ARTICLE 11 - ARBITRATION**

**11.01** When either Party to the Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other Party to the Agreement.

**11.02** The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.

**11.03** When either Party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If, within five (5) working days, none of the proposed arbitrators are acceptable to the other Party, they shall propose three (3) other arbitrators. If an acceptable arbitrator is not agreed upon (within ten (10) working days), the Parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

**11.04** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will jointly bear the expenses of the arbitrator on an equal basis.

- 11.05** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 11.06** The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.07** The decision of the arbitrator shall be final and binding on the Parties.

## **ARTICLE 12 - SENIORITY**

- 12.01** (a) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in the cases of vacancy, layoff and recall after layoff, the senior employee, as defined in this Agreement, shall be entitled to preference in accordance with this Article.
- (b) In recognition, however, the responsibility of the Employer for the efficient operation of the Employer's business, it is understood and agreed that in all cases referred to in paragraph (a) above, management shall have the right to pass over any employee if it is established, by the Employer, that the employee, after a reasonable period of on-site training if required, could not fulfill the requirements of the job or would not possess the necessary qualifications to fulfill the requirements of the job.
- 12.02** For the purposes of this Agreement, the following definitions shall apply:

- (a) a "part-time employee" is one who regularly works twenty-four (24) hours per week or less, unless otherwise provided for in this Agreement;
- (b) a "full-time employee" is one who regularly works more than twenty-four (24) hours per week;
- (c) a "floater" is an employee who is not assigned to a posted job and who must be available to:
  - (i) replace employees who are absent;
  - (ii) work special events as defined herein;
  - (iii) temporarily fill vacancies pending posting procedures.
- (d) in sub-paragraph (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. Employees identified above shall acquire seniority as provided in section 12.05 of this Article.

## **ENTITLEMENT TO SENIORITY**

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

## **PROBATIONARY EMPLOYEES**

**12.04** An employee shall be considered as a probationary employee until they have attained seniority status by being employed a total of ninety (90) calendar days. If an employee has not worked a minimum of 288 hours during

the ninety (90) days, their probation will be extended until 288 hours are worked. It is clearly understood that the probationary period is an opportunity for the employer to evaluate the employees' suitability for their organization.

- 12.05** (a) Seniority is the total of:
- (i) length of continuous service since the last date of hire for full-time employment with the Employer, and measured in years, weeks and days; and
  - (ii) 50% of the length of continuous service worked since the last date of hire for part-time and floater employees of the Employer, as expressed in years, weeks and days, as applicable, provided that there were no breaks in service between periods described in (i) and (ii) respectively.
- (b) In the event that records are unavailable to determine the hours worked by part-time employees prior to the coming into force of this Agreement, the affected employees will be credited with fifty percent (50%) of their continuous service since last date of hire with the Employer, measured in years, weeks and days.
- (c) Seniority shall be acquired once the employee has attained seniority status in accordance with Article 12.03 and it shall be retroactive to the employee's first day of work.

**12.06** Where the Employer is awarded a contract for the performance of security guard services at a site where, immediately prior to such award, individuals were

performing substantial similar security guard services ("the incumbent employees") and the incumbent employees are unionized with the Union, the employees working at that site including any employees on leave of absence will be deemed hired and consequently, the Employer shall become the successor Employer, unless one of the following situations occurs:

- (a) the incumbent employee's job duties were not primarily at that site during the thirteen (13) weeks before the Employer takes over;
- (b) the incumbent employee is temporarily away and the employee's duties were not primarily at that site during the last thirteen (13) weeks when they worked;
- (c) the incumbent employee has not worked at that site for at least thirteen (13) weeks of the twenty-six (26) weeks before the Employer takes over the contract. The twenty-six (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, S.O. 2000, as amended from time to time.

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

**12.08** In the event that the Employer acquired a site either through acquisition of a company or through entering into

a client contract, an employee working at that site and hired by the Employer shall be credited with:

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

**12.09** For the purposes of determining seniority for employees hired on the same day, seniority shall be based on the order of the acceptance of applications. The Employer shall stamp each application for employment with the date and time of receipt.

## **PREFERENTIAL SENIORITY**

- 12.10** (a) "Union Officers" shall include: President, Chairpersons, Vice-President, Recording Secretary, Treasurer, Financial Secretary, Certified Health and Safety Representatives, Workplace Safety and Insurance Board Representatives and Stewards.
- (b) In the event of a layoff, Union Officers shall be deemed to have the greatest seniority.

## **LOSS OF SENIORITY AND EMPLOYMENT**

**12.11** An employee shall cease to have seniority rights and Employee status with the Employer and shall be terminated for all purposes 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 without reasonable excuse within five (5) work days after the employee has been notified to do so by the Employer by registered mail to their last known address (a copy of such notice shall be sent to the Union), and by personal contact by the Employer. The employee shall keep the Employer informed of their current address. The employee shall be deemed to have received notice to return to work if the Employer sends the employee such notice by registered mail or priority post;
- (d) if the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months or the length of the employee's seniority whichever is the shorter;
- (e) if the employee fails to work four (4) shifts in a calendar month, without reasonable excuse;
- (f) absence from work for three (3) or more working days without notice and without reasonable excuse;
- (g) if an employee uses a leave of absence for reasons other than that for which the leave was granted;
- (h) if an employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence;



- (i) notwithstanding Article 12.13, any absence of more than twenty-four (24) months, where there is no reasonable likelihood of return to work;
- (j) if the employee refuses to work two (2) shifts within thirty (30) consecutive days without a reasonable excuse;
- (k) If an employee uses his/her employer issue uniform to work at a site that is not a client of the employer;

**12.12** Employment and seniority shall be maintained and accumulated until it is lost under Article 12.11 above.

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

Employees are required as a condition of employment to retain a valid security guard license and must provide a copy of same to the Employer. The Employer will advise the employee ninety (90) days before the expiry that they must have their license renewed. In the event an employee fails to retain a valid security guard license, as required under the Private Security and Investigative Services Act, 2005, as amended, the employee will be afforded a sixty (60) day window, where they will be held out of service to provide proof of a valid security guard license. Upon proof of a valid license the employee will be returned to work based on available vacancies.

If the employee can demonstrate that the failure to renew was for reason beyond their control, the employee will be granted a leave of absence for a period of up to six (6) months and will be returned to their previous position, if

available (meaning there continues to be a valid contract for services at the site), upon license renewal.

Employees held out of service or granted leaves of absence in accordance with this Article will not be entitled to be paid for any lost time.

## **SENIORITY LISTS AND EMPLOYEE/EMPLOYER LISTS**

- 12.14** (a) For the purpose 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 or floater status; and
  - (ii) an "employee list" is a list which, in addition to the information contained on a seniority list, includes for each employee - address, postal code, home telephone number and cell phone number (when provided) including area code, Social Insurance Number, email, rate of pay, date of birth and classification where such exists. It is the employee's responsibility to inform, in writing, the Employer and the Union of their address, postal code, home and/or cell phone number including area code, and Social Insurance Number. An employee list will be submitted in alphabetical order by surname. Employee lists will be submitted separately to each Local covered under this Agreement.
- (b) All seniority list and employee lists shall be updated February 1, June 1 and October 1 of each year, by the Employer and each updated list up to a

maximum of one (1) copy per Union Office, shall be promptly:

- (i) sent by e-mail to the Union Officers or representatives as designated by the Union;
  - (ii) only seniority lists be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and
  - (iii) made available to a Union representative at any time after making an appointment with the Employer.
- (c) All seniority and employee lists shall be submitted electronically in an Excel formatted spreadsheet. In addition, the Employer shall provide the Union with complete monthly lists of newly-hired and terminated employees, including contact information, electronically in an Excel formatted spreadsheet.
- (d) The Employer shall provide the Union Locals with a list of Employer contacts, including name, title, email, cell phone, fax (if available) and assignments, on February 1, June 1 and October 1. The Union will be notified within five (5) business days of any changes.

**12.15** The seniority list may be corrected at any time upon the written request of an employee, addressed to the Employer and the Union. If the Employer and Union agree to correct the seniority lists, or if through an arbitration award the seniority lists are corrected at an

employee's request, the correction shall be effective only from the date of the Agreement or the arbitration award.

## LAYOFF

- 12.16** (a) Subject to the Employer's right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Employer shall first determine the site and number of positions to be affected. The Employer shall then issue notice of layoff and a record of employment with recall rights no later than two (2) weeks after the current pay cycle following the layoff to the employee(s) at the affected site and such employee(s) shall hereinafter be referred to as the "surplus employee(s)".
- (b) All displacement rights under this Agreement are subject to the condition that the employee exercising those rights can fulfill the requirements of the job into which the employee seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.
- (c) When an employee has been declared surplus within the meaning of paragraph (a) or where there is a layoff due to a loss of a site, the Employer shall identify the three (3) employees with the least general seniority and notify the Union prior to issuing the layoff.
- who have less general seniority than the surplus or laid-off employee;
  - who work at a site within a forty (40) kilometre radius of the site or home, whichever is closer, of the surplus or laid-off employee and who have reasonable access to

public transportation or who have access to other suitable transportation;

- whose actual wage rate is the same as, higher than, or as close as possible to that of the surplus or laid-off employee; and
  - whose number of regular hours of work per week are the same as, or as close as possible to, that of the surplus employee.
- (d) An employee displaced as a result of the exercise of rights under paragraph (c) by a surplus or laid-off employee shall be entitled to exercise displacement rights under paragraph (c). However, no subsequently displaced employee shall be entitled to displacement rights.

## **NOTICE OF LAYOFF**

- 12.17**
- (a) An employee who has finished their probationary period shall be given notice in advance of the date of layoff or pay in lieu thereof.
  - (b) Whenever practicable, notice shall be one (1) week for employees with less than two (2) years continuous service and two (2) weeks for employees with two (2) or more years of continuous service.
  - (c) Notice of layoff shall be hand delivered to the affected employee (and shall be made to provide a copy to the Local Union office by facsimile or email, as soon as practicably possible) unless such employee is not at work when notice is to be given in which case notice shall be delivered by registered mail. However, the Parties agree that in some locations, due to geographical distances,

hand delivery of such notice will not be practicable. In those locations, notice of layoff will be sent by registered mail or email.

## **VACANT OR NEWLY-CREATED POSITIONS DEFINITION**

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

## **NOTICE OF VACANCIES**

- (b)**      **(i)** All vacancies or newly-created positions for contracts of over forty-five (45) calendar days will be posted (in locations agreed to by the Parties) immediately upon the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy. Job postings must show the actual wage rate and any other benefits and/or premiums.
- (ii)** In addition to the above, each Branch Office of the Employer shall provide emailed postings as soon as possible to the respective Local Union Officers so that employees wishing to contact the Local Union at its toll free telephone numbers may do so. In so doing, the Employer shall not be

responsible for any information being conveyed to employees by the Union with respect to said postings. Employees are encouraged to contact the Employer directly with their requests. The Employer shall provide a telephone job listing of all current job vacancies.

## **POSTING FOR VACANCIES**

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

## **METHOD OF FILLING VACANCIES**

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

## **SICKNESS OR ACCIDENT**

- (e) An employee's job shall not be considered vacant if the employee is absent from work because of sickness, accident or leave of absence and in such cases, the Employer will fill the open post at its sole discretion during the period of absence.

## **POSTING OF TEMPORARY ASSIGNMENT**

- (f) Notwithstanding paragraph (e), where the Employer is advised in writing that an employee is

to be absent from work because of sickness, accident, or leave of absence for more than twenty (20) calendar days, the job shall be posted as a temporary assignment and the provisions of this Article shall apply. Upon completion of the temporary assignment, the employee shall return to their former job. For the purposes of this provision, (i) below shall not apply.

- (g) For the purposes of paragraph (f), a leave of absence may be granted for reasons which may include:
  - (i) to permit an employee to temporarily transfer to a position outside of the bargaining unit for a period of no more than six (6) months; and
  - (ii) to permit an employee to fill a vacancy, which has been posted in accordance with this Article and which involved work for a client during a strike by the client's employees, for a period of no more than six (6) months.

## **NOTICE OF SUCCESSFUL APPLICANT**

- (h) The Employer shall post (in locations agreed to by the Parties) the name of the successful applicant not later than five (5) working days following expiration of the posting period with a copy to the Local Union.
- (i) It is agreed that the successful applicant for a permanent job shall not be permitted to re-apply for another job for a period of six (6) months. This six (6) months waiting period would be waived if another vacancy deemed a promotion occurs at the same time. For the purposes of this clause, "promotion" shall be defined as a move from part-



time to full-time or a change in shift provided it does not require additional training.

## **SUBSEQUENT VACANCIES**

- (j) The job posting procedure provided for herein shall apply to the original vacancy and the subsequent vacancy created by the filling of the original vacancy.
- (k) The Employer may fill vacancies created following the exhaustion of the above provisions by transferring an employee to the vacancy but only with the consent of such employee. However, where no employee consents to such transfer the Employer shall have the right to assign the employee with the least seniority who works at a site within forty (40) kilometre radius of the vacancy. No employee shall suffer a loss of pay as a result of such transfer.

## **SPECIAL ASSIGNMENT LIST**

- (l) Through the use of a list, with a copy to the Union, which may be signed by employees interested in assignments to other sites, where the Employer has the right to appoint or hire pursuant to Article 2.07 (Special Events) or Article 12.18 (e), (f) the Employer undertakes to make reasonable efforts to temporarily transfer an employee to such assignments before filling such assignments with a new hire. Such employee will be entitled to return to their former job and (i) above shall have no force or effect. All temporary transfers will be in accordance with Article 12.01. In the event of a temporary transfer as defined in this Article or where temporary posting results in unnecessary unbilled time/training or a permanent contract is

jeopardized, the Employer reserves the right to fill the temporary vacancy at its sole discretion.

## **TURNOVER CLAUSES**

**12.19** 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.

## **REMOVAL PROCESS**

**12.20** Where a Client requests an employee be removed from the site "Do Not Return" (DNR), the Employer will endeavour to discuss the reasons for the site removal with the Client and propose alternative solutions, if appropriate.

The Employer retains the right to remove an Employee from the site on the request of a Client.

If the Client makes the removal request in writing, a copy will be available to the Union to review. If the Employer is not able to provide a request from the Client, the Employer will provide written reasons (with a copy to the Union and Staff Representative) as to why the Employee was removed within five (5) business days of the Employee being DNR'ed.

## EMPLOYEE PROTECTION

### 1. EMPLOYEE'S PAY MAINTENANCE CHART

3–12 months seniority	14 calendar days
1–3 years seniority	28 calendar days
4–7 years seniority	60 calendar days
8–12 years seniority	90 calendar days
13 + years seniority	120 calendar days

2. At the time of the DNR or at any point during the maintenance period the Employer shall offer the affected Employee at least three (3) sites which have a vacancy or will otherwise maintain the Employee's hours using the floater pool. A copy of the sites offered will be provided to the Union.

(a) The sites offered to the affected Employee should be:

- within a forty (40) kilometer radius from the Employee's home; further, for Employees already travelling over a forty (40) kilometer radius, provided there is reasonable transportation, the Employer may offer sites of the same or shorter distance than the Employee was travelling prior to their removal; Unless a further distance is mutually agreed between the parties.
- at a wage rate as close as possible to that of the affected Employee; and
- whose number of regular hours of work per week are the same as, or as close as possible to, that of the affected Employee.

(b) there shall be no reduction in the Employee's pay, subject to the maintenance chart. Thereafter, the Employee's rate

of pay shall be governed by the provisions of the Collective Agreement.

- (c) in the event the Employee refuses to accept any shift offered, other than in exceptional circumstances, subject to paragraph (a) and (b) above, the Employer's obligation pursuant to these provisions shall immediately cease.

The pay maintenance chart will not apply to Employee's obtained via Bill 7 from a non-USW Employer who are DNR'ed within the first three (3) months of a new contract; all other obligations within this section will still apply. These individuals will be subject to protection as outlined in the continuity of employment (Part IV of the Ontario Employment Standards Act, 2000, c. 41, s. 9(1))

For removals where the employee has breached the just cause provisions under the collective agreement the employer reserves the right to discipline up to and including discharge. The Union reserves the right under Article 9 to grieve the level of discipline.

## **OTHER**

- (a) Failure on the part of the Employer to provide a copy of the Client's request however shall not void any removal.
- (b) Where the Employer is unable to comply with paragraph 2 above, the affected employee will be laid-off as per Article 12.16 (c).
- (c) If there are no positions available, the employee shall be immediately entitled to enhanced severance as follows:

- i. Two (2) weeks' pay per year of completed seniority to a maximum of twenty six (26) weeks' pay. For clarity the enhanced severance includes any and all entitlements for termination and/or severance pay under the Employment Standards Act. 2000, as amended from time to time.

## **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.

**13.02** In the event that an employee is requested or required to perform duties that are outside of the employee's traditional security functions, the Employer shall meet with the employee and a representative of the Union to discuss the additional duties.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**14.01** The standard hours of work for which each employee shall receive their basic hourly rate shall be forty-four (44) working hours in a one (1) week period. Where an employee works hours outside of their regularly scheduled hours of work at the request of the Employer, the Employer agrees not to alter an employee's regularly scheduled hours of work, unless mutually agreed upon between the Employer and the employee.

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

- 14.03** For the purposes of this Article, a day shall commence at 12:01 a.m. and shall end at 12:00 midnight. A week shall commence at 00h01 Friday and shall end at 24h00 Thursday. The normal pay for employees shall be bi-weekly and paid on a Thursday by direct deposit at no charge to the employee. In the event a pay day falls on a statutory holiday, the pay will be deposited on the business day immediately preceding the holiday subject to the employee having a bank account at a major Canadian financial institution.
- 14.04** It is agreed by the Parties that part-time employees shall not be used to displace full-time employees.
- 14.05** Hours worked by an employee in excess of forty-four (44) hours in a week shall be paid at a rate of one and one-half (1½) times the employee's regular hourly wage. All hours worked in excess of twelve (12) hours shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage. All employees will be entitled to eleven (11) hours rest between shifts. Where employees are receiving overtime within a pay period due to the operation of this Article, the Employer agrees not to cancel any scheduled shift or hours of work of an employee for the purposes of avoiding any further overtime payments.
- 14.06** Overtime shall be worked on a voluntary basis except:
- (i) in an emergency beyond the control of the Employer;
  - (ii) if the Employer's client requests emergency overtime; or

- (iii) in the event that an employee's 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 their shift and the employee will not leave their post until a replacement is found.
- (iv) The Employer agrees to provide transportation to the affected employee where the employee is required to stay in accordance with this Article and the employee has no means of public transportation.

**14.07** Where -

- (a) an employee is required to stay at the employee's post because the employee's replacement does not report for work; and
- (b) the Employer has been given more than six (6) hours notice for an eight (8) hour shift, or more than ten (10) hours' notice for a twelve (12) hour shift, that the replacement will not be reporting for work to replace the employee, the employee will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all hours worked after the employee's regular shift.

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

**14.08** 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.

## **SWITCHING SHIFTS**

**14.09** Insofar as possible, the Employer shall strive to grant changes in shifts between two (2) employees, subject to the following conditions:

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

**14.10** There shall be no split shifts.

## **SCHEDULE CHANGES**

**14.11** In situations where an employee has a regular schedule and such regular schedule is to be permanently changed or temporarily changed, the Employer will provide such affected employee with as much notice as is reasonably possible but in any event not less than two (2) calendar weeks unless the Employer can demonstrate circumstances beyond their control.



- 14.12** Employees who are required to travel over a forty (40) kilometre radius from the Branch Office or place of residence, whichever is closer, to attend training shall receive mileage at the standard rate allowed by the Canada Revenue Agency each year.

## **ARTICLE 15 - TRANSFERS**

- 15.01** When an employee is temporarily transferred to a job, the transferred employee shall be paid the higher of their regular rate or the rate of pay for the job to which they have been transferred. This Article shall not apply to floater employees.

- 15.02** If an employee relocates to another area of the Province other than the employee's work location, the employee may request a transfer and bid within USW sites on a vacancy in accordance with Article 12, or, if no vacancy is available, may request to be placed on the floater lists in that area. It is understood that in either case the employee's seniority is maintained.

## **ARTICLE 16 - CALL-IN PAY**

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

## **ARTICLE 17 - PAYMENT FOR INJURED EMPLOYEES**

**17.01** In the event that an employee is injured in the performance of their duties, the employee shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of their shift. If it is necessary, the Employer will provide or arrange for, suitable transportation for the employee to the doctor or hospital and back to the site and/or to the employee's home as necessary.

## **ARTICLE 18 - VACATIONS WITH PAY**

- 18.01**
- (a) Employees having less than one (1) year of service shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.
  - (b) An employee with more than twelve (12) months of continuous service shall be entitled to two (2) weeks' vacation at four percent (4%) of their gross earnings.
  - (c) An employee with five (5) years or more of continuous service shall be entitled to three (3) weeks' vacation at six percent (6%) of their gross earnings.
  - (d) An employee with ten (10) years or more of continuous service shall be entitled to four (4) weeks' vacation at eight percent (8%) of their gross earnings.
  - (e) An employee with twenty (20) years or more of continuous service shall be entitled to five (5)

weeks' vacation at ten percent (10%) of their gross earnings.

- 18.02** An employee shall make their request no later than four (4) weeks in advance for vacation time. Vacation pay shall be paid on the payday immediately preceding the start of the employee's vacation or upon request of the employee.
- 18.03** Requests for vacation time of one (1) week or more shall be made in writing at least four weeks in advance of the start of the vacation. For requests of two (2) consecutive days but less than one (1) week, two (2) weeks' notice must be provided. For requests of one (1) day, three (3) days' notice must be provided. Provided notice is given, vacation pay shall be paid on the day immediately preceding the start of the employee's vacation, if requested by the employee. Subject to the written request for vacation, the Employer shall grant in writing the vacation request within five (5) working days of receipt of the request. Where the Employer fails to respond within the five (5) working days, the vacation request will be deemed to be granted. Once approved, no vacation will be changed without mutual consent of the Parties.
- 18.04** Where two (2) or more employees at the same site request to take vacation on the same day for the same period of time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority.
- 18.05** "Gross earnings" as referred to herein shall mean previous years T-4 earnings less previous year's vacation pay and taxable benefits.

- 18.06** An employee who is hospitalized because of sickness or accident while on a 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.
- 18.07** An employee who leaves the service of the Employer shall be given the vacation pay to which they were entitled at the time the employee left the service of the Employer.

## **ARTICLE 19 - LEAVE OF ABSENCE**

- 19.01** Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding sixty (60) calendar days to an employee provided that:
- (a)** the employee files a request for a leave of absence at least thirty (30) calendar days prior to the proposed commencement of the leave of absence except in the case of emergency; and
  - (b)** such leave is for a good reason and does not unreasonably interfere with operations; and
  - (c)** the employee has used their accrued vacation time prior to the commencement of the leave.
- 19.02** Applicants must indicate, on a form provided by the Employer, the reason(s) for their leave of absence and the dates of departure and return from leave.
- 19.03** The Employer shall notify the applicant in writing of its decision within fourteen (14) days after the written request was made by the employee to the Employer.

- 19.04** The Employer agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly statement. Such leave of absence shall be authorized in writing by the Union and provided to the Employer in advance of the leave.
- 19.05** The President and Chairperson of the Union will be notified by the Employer of all leaves granted under this Article.
- 19.06** A leave of absence shall be extended for an additional sixty (60) calendar day period if the Employer and Union agree. The employee must request the extension in writing prior to the expiration of their sixty (60) calendar day leave.

## **PREGNANCY LEAVE**

- 19.07** Pregnant employees shall be entitled to take a pregnancy leave of up to seventeen (17) weeks of unpaid time off work, commencing no earlier than seventeen (17) weeks prior to the expected birth date. Requests for leave must be applied for in writing.

Seniority, vacation, benefits and pensionable service shall continue during the period of an employee's pregnancy leave.

## **PARENTAL LEAVE**

- 19.08** An employee who is a parent of a child is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Requests for leave must be in writing. Both parents will be eligible to take a parental leave as follows:

- (a) Up to sixty-one (61) weeks of parental leave for employees who take pregnancy leave;
- (b) Up to sixty-three (63) weeks of parental leave for all other new parents.

Seniority, vacation, benefits and pensionable service shall continue during the period of an employee's parental leave

## **THE RIGHT TO REINSTATEMENT**

**19.09** An employee who takes a pregnancy or parental leave is entitled to:

- (a) The same job the employee had before the leave began; or
- (b) A comparable job, if the employee's old job or site no longer exists.

In either case, the employee must be paid at least as much as they were earning before the leave. If the employee would have been entitled to an increase, if they had not been on the leave, the employee is entitled to the wage increase.

## **CANADIAN CITIZENSHIP**

**19.10** The Employer agrees to allow an unpaid leave of absence for the day when Canadian Citizenship is received.

## **MILITARY LEAVE**

**19.11** An employee will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such leave will be

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

- 19.12** The Employer recognizes that it is desirable for employees, who have been out of work due to mental health issues, to return to work. The Employer will facilitate the return to work of such persons by adopting measures, such as graduated return to work, when medically indicated.

### **DOMESTIC VIOLENCE LEAVE**

- 19.13** The Employer shall provide a job-protected leave of absence for domestic or sexual violence. This leave shall be up to ten (10) days or fifteen (15) weeks in a calendar year, when an employee or an employee's child has experienced or been threatened with domestic or sexual violence. The first five (5) days of leave taken in a calendar year are paid, and the rest are unpaid.

Employees must be employed for at least thirteen (13) weeks to be eligible for domestic or sexual violence leave.

The leave may be used for any of the following purposes:

- To seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by the domestic or sexual violence;
- To access services from a victim services organization for the employee or the child of the employee;

- To have psychological or other professional counselling for the employee or the child of the employee;
  - To move temporarily or permanently;
  - To seek legal or law enforcement assistance, including making a police report or getting ready for participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence
- a)** An employee is not entitled to this leave if they have committed the domestic or sexual violence.
- b)** Employees are entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year, whether they are employed on a full or part time basis.
- i. There is no pro-rating of the ten (10) day entitlement. An employee who begins work partway through a calendar year is still entitled to ten (10) days during the remainder of that year.
  - ii. The ten (10) days of domestic or sexual violence leave do not have been taken consecutively.
- c)** Employees can take domestic or sexual violence leave in part days, full days, or in periods or more than one day. If an employee takes only part of a day as domestic or sexual violence leave, the Employer can count it as a full of day of leave.



- i. In cases where the employee takes part of a day, the Employer still has to pay the employee for any part of the day that the employee worked, and has to include the hours worked for the purpose of determining whether overtime was worked or a daily or weekly limit on hours of work was reached.
- d) Employees are also entitled to take up to fifteen (15) weeks of domestic or sexual violence leave within a calendar year for the purposes set out above. The fifteen (15) weeks can be taken consecutively or separately.
  - ii. The employee may take leave for periods less than a full week, but if they do, they are considered to have used up to one week of their fifteen (15) week entitlement.
- e) If an employee plans to take a Domestic or Sexual Violence Leave, the employee must tell the Employer that they will be doing so in advance. If the employee can't give notice, notice must be given to the Employer as soon as possible after starting the leave.
  - i. An employee who does not give notice does not lose their right to the leave.
- f) The Employer may require that an employee provide evidence reasonable in the circumstances.

## **ARTICLE 20 - COURT, JURY AND CROWN WITNESS DUTY**

### **COURT LEAVE**

- 20.01** (a) An employee called to serve as a witness in relation to the performance of their duties shall suffer no loss of pay at their regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked. This clause shall not apply to time spent as a witness in proceedings arising from grievances or complaints arising under this Agreement, or any employment related statute.

### **JURY DUTY AND CROWN WITNESS LEAVE**

- (b) An employee called for jury selection, to serve as a juror or as a Crown witness must inform the Employer as soon as they receive the subpoena and the Employer will reimburse the employee the difference between their jury or witness duty fee, and their regular wages. Said employee will be paid as if they had worked for time spent during regularly scheduled workdays for the employee. An employee shall suffer no loss of wages while serving as a subpoenaed Crown witness or jury duty during regular working hours, if selected.

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

## **ARTICLE 21 - PAID HOLIDAYS**

- 21.01** The following shall be deemed to be the paid holidays to which an employee is entitled to under the Agreement:

New Year's Day	Good Friday
Victoria Day	Canada Day
Family Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	
Civic Holiday (New hires after the completion of two (2) years of seniority with USW)	

## **21.02 HOLIDAY PAY CALCULATION**

### **FOR FULL-TIME EMPLOYEES:**

Full-time employees shall receive holiday pay in accordance with the Collective Bargaining Agreement, Article 21 for all holidays listed in Article 21.01 of the CBA. Where a full-time employee's regularly scheduled hours consists of shifts other than eight (8) hour shifts; eligible employees shall receive pay for the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the holiday occurred divided by twenty (20).

Notwithstanding the paragraph above, in the event that an employee is not required to work as a result of the holiday, eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

### **FOR PART-TIME EMPLOYEES:**

Part-time employees shall receive holiday pay for the total amount of regular wages earned and vacation pay payable to the employee in the four (4) weeks before the work week in which the holiday occurred divided by twenty (20).

Time off taken due to vacation or other "paid" leave shall not be excluded from the calculation and the holiday pay shall be calculated as if the employee were at work.

- 21.03** An employee is not eligible for holiday pay if the employee has failed, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday. In addition to the above an employee is not eligible for holiday pay if the employee is scheduled to work on the holiday and without reasonable cause, fails to perform the work.
- 21.04** The Employer shall not purposely replace permanently assigned employees with floaters on scheduled holidays for the sole purposes of avoiding its holiday pay obligations under this Article.
- 21.05** Any authorized work performed by an employee on any of the above-named holidays shall be paid one and one-half (1½) times their regular hourly rate in addition to holiday pay.
- 21.06** When any of the holidays are observed during an employee's scheduled vacation period, the employee shall receive holiday pay as provided in Article 21.03 above and shall be granted an additional day off.

## **ACCOMMODATION FOR RELIGIOUS MINORITIES**

- 21.07** Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays in Article 21.01 may request a lieu day, a day off without pay or a vacation day. Requests shall be in writing. Notice shall be given a minimum of thirty (30) days in advance and are subject to approval. Where the

Employer fails to respond within five (5) working days, the request will be deemed to be granted.

## **ARTICLE 22 - BEREAVEMENT PAY**

- 22.01** The Employer agrees that in the event of a death in the immediate family, the Employer shall grant bereavement leave of three (3) consecutive calendar days with pay. This leave includes both working and non-working days.
- 22.02** In Article 22.01, immediate family is deemed to mean spouse (which includes same sex partner where they have been cohabitating a minimum of six (6) months), child and stepchild, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.
- 22.03** The Employer agrees that in the event of the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law, the Employer shall grant bereavement leave of two (2) consecutive calendar days with pay. This leave includes both working and non-working days.
- 22.04** In the event that travel, due to reasons described in Articles 22.01 or 22.03, is required beyond a distance of three hundred and fifty (350) kilometres, the Employer will grant two (2) extra days of leave without pay.
- 22.05** In the event that leave pursuant to this Article falls within previously scheduled vacation, any unused vacation time shall be taken at a time mutually agreed upon by the Employer and the employee.

## ARTICLE 23 - FRINGE BENEFITS

### UNIFORMS

23.01 Where required by the client contract or by the Employer, the Employer shall provide to its employees at no cost to the employees the appropriate uniform items.

The Employer will be responsible for ensuring that the uniform fits properly and will pay the cost of all reasonable tailoring and alterations. It is clearly understood that employees are responsible for uniform maintenance and/or any lost articles.

In addition to the above, the Employer agrees to provide at no cost to the employees:

- Two (2) pants
- Two (2) ties
- Four (4) uniform shirts
- One (1) belt (where required)
- One (1) sweater (where required)
- One (1) spring jacket (where required)
- One (1) safety vest (where required)
- One (1) bullet proof vest (where required)
- One (1) winter coat (where required)
- One (1) hardhat (where required)
- One (1) stab vest (where required)

At any site where an employee is routinely exposed to the elements (rain, cold, etc.) the Employer shall make available parkas, toques and raincoats.

Where required, the Employer shall provide the equivalent feminine clothing for females including appropriate maternity clothing.

All uniforms shall be replaced on an "as needed" basis at no cost to the employee.

- 23.02** Where safety boots or safety shoes are required due to client requirements or as established by the Joint Health and Safety Committee, the Employer will annually reimburse employees for the purchase of safety boots or safety shoes on the next payday from the date of submission of receipt, up to one hundred and twenty dollars (\$120.00). In the case of new employees, they shall be paid immediately after the employee's probationary period.

Any guard working in Sudbury Ontario or north of Sudbury Ontario who requires site specific footwear will be covered up to \$140 effective July 1/2020, \$160.00 effective July 1/2021, \$180.00 effective July 1/ 2022 and \$200.00 effective July 1/ 2023 with receipt.

- 23.03** Where an employee is terminated, the employee shall be required to return all equipment and uniform items to the Employer within seven (7) days of their termination date. Failing this, the Employer shall be permitted to withhold the cost of the unreturned items from the employee's final pay cheque. Upon return of uniform items, the Employer shall reimburse the employee by direct deposit or a method determined by the employee.

## **SECURITY LICENSE**

- 23.04** The Employer shall reimburse the full cost for full and part-time employees (including deemed hired employees pursuant to Article 12.06) on a bi-weekly basis for renewing required licenses under the Private Security and Investigative Service Act, R.S.O. 2005, as amended,

including the cost of photos. New hires excluding deemed hired are required to assume their licensing costs.

For employees with three (3) or more years of service with the Employer, the Employer shall reimburse the full cost for full-time employees (including deemed hired employees pursuant to Article 12.06) for renewing required licenses under the Private Security and Investigative Services Act, R.S.O. 2005, as amended upon presentation of receipt.

## **EDUCATION FUND**

**23.05** The Employer shall contribute two cents (\$0.02) per hour for all hours worked by employees to a Steelworkers Security Officers Education Fund.

**23.06** Remittances in accordance with Article 23.05:

- (a)** shall be made forthwith and no later than the fifteenth (15<sup>th</sup>) of the month following the month during which the earnings occurred;
- (b)** shall be forwarded by the Employer to a person and address designated by the Union; and
- (c)** shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours earned, 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 include the names of the employees, including Social Insurance Number (which the employees hereby consent to the



disclosure of), from whom no deductions have been made, along with any forms required by the Steelworkers Security Officers Education Fund.

## **LEGAL PROTECTION**

- 23.07** 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 their duties, shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such charges.
- 23.08** Notwithstanding Article 23.07, the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 23.07 where the Court, instead of convicting the accused, grants the employee absolute discharge.
- 23.09** Notwithstanding Article 23.08, the Employer may refuse payment otherwise required by Article 23.08 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of the employee's powers as a security guard.
- 23.10** Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the employee's duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such an action.
- 23.11** An employee wishing to retain a particular lawyer to represent them and wishing to be indemnified pursuant to this Article shall:

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

**23.12** For greater clarity, employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints arising under this Agreement; or
- (b) actions or omissions of members acting in their capacity as private citizens.

## **HUMANITY FUND**

**23.13** The Employer agrees to deduct the amount of one cent (0.01) per hour from the wages of all employees in the bargaining unit for all hours worked.

**23.14** The total amount deducted pursuant to Article 23.13 shall be remitted to the Steelworkers Humanity Fund at United Steelworkers, 234 Eglinton Ave. E., Toronto, Ontario, M4P 1K7.

**23.15** Remittances pursuant to Article 23.14 shall be made at the same time as Union dues are remitted in accordance with Article 7 of this Agreement.

**23.16** When remittances are made pursuant to Article 23.14, 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 had been made, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours worked. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of) of the employees from whom no deductions have been made, along with any forms required by the Steelworkers Humanity Fund.

- 23.17** The Employer shall bear no liability for any errors made in deductions.
- 23.18** The Employer agrees to record all contributions on each employee's T-4 slip. (Registered #119172278RR001).

#### **ARTICLE 24 - BULLETIN BOARDS**

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

#### **ARTICLE 25 - RATES OF PAY**

- 25.01** In this Article:
- (a) "client contract" means a contract between the Employer and a client for the provisions of services to the client;

- (b) "USW 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 provided security services at such site; and
  - (ii) all sites in respect of which the Employer commences to provide -security services after the effective date of this Agreement where, prior to the Employer doing so, security services were provided by another employer, whose security guard employees were unionized with the Union.
- (c) "actual wage rate" means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with the Agreement.

**25.02** Unless otherwise provided for in this Agreement, the minimum basic wage rate payable to employees shall be:

	Minimum Basic Wage Rate	Minimum Basic Wage Rate GTA (Employees with 5 or more years seniority)	Minimum Basic Wage Rate Outside GTA (Employees with 5 or more years seniority)
Effective July 1, 2020	\$14.55	\$14.85	\$14.80
Effective July 1, 2021	\$14.84	\$15.15	\$15.10

Effective July 1, 2022	\$15.13	\$15.45	\$15.40
Effective July 1, 2023	\$15.28	\$15.61	\$15.55

(For clarity, the Greater Toronto Area (GTA) is defined to include the cities of Toronto, Markham, Vaughan, Mississauga and Brampton. All sites outside of this definition that are currently paid at GTA wage rates shall remain at those rates while the Employer holds the current book of business.)

Employees paid outside of 25.02 will be entitled to a 1% wage increase for each year of the collective agreement effective on the anniversary date, for a total of 4% during the term of the collective agreement. If an employee has received an increase during the preceding 12 month period prior to the anniversary date, the employee shall receive no less than a cumulative total of 1% by the effective anniversary date.

It is noted the Mobile Guards received an increase more than 1% during 2020, and therefore Mobile Guards will be eligible for their next increase on the remaining anniversary dates of the collective agreement.

**25.03** In the event that client contract provides for wage rates greater than the minimum basic wage rates, the wage rates payable to the employee shall be the wage rate set out in the client contract.

**25.04** During the first year in which the Employer acquires a non- union site, the Employer may refrain from providing benefits pursuant to Article 26 to all employees working at

the site; thereafter all employees assigned to the site will be entitled to benefits in accordance with Article 26.

- 25.05** The Employer and the Union acknowledge that it is in the best interest of both Parties to retain clients and the positions at those client sites. The Employer and the Union therefore agree that when the potential loss of a client site arises, the Parties will meet to attempt to negotiate a solution to retaining the client.
- 25.06** 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 USW, the Employer will agree to offer such employees' wages and benefits which shall be no less than what the employees were receiving at that site immediately prior to the Employer becoming the successor employer.
- 25.07** With respect to a client contract in force at the time of the coming into force of this Agreement the actual wage of employees on site (prior to the renewal/renegotiation) shall not change as a result of the renewal and/or renegotiation of the client contract except insofar as the actual wage is increased by the operation of this Article.
- 25.08** Where the Employer is awarded a contract and commences work at the contract and where employees have received an increase from their predecessor employer within the last six (6) months prior to the commencement of the Employer contract, the incumbent employee will not be eligible for the next scheduled wage increase. Thereafter, all wage increases shall apply.

- 25.09** Notwithstanding Article 25.08, where a vacancy exists, it will be posted and filled at the minimum basic wage rate or minimum client dictated rate, as the case may be. Where a vacancy is not filled internally in accordance with Article 12, the Employer may hire a new employee who shall be paid in accordance with Article 25.02 subject to the circumstances provided for under Article 25.11.
- 25.10** 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. For clarity, an employee is entitled to the greater of the wage increase provided for under Article 25.08 or Article 25.10 or any pro-rated combination of the two, subject to - twelve (12) months shall be used as a reference period for the purposes of comparing wage increases provided in a client contract to those provided for in the Article 25.08.
- 25.11** Where it becomes necessary to increase a wage set out in this Agreement for recruitment purposes, the Employer may do so with mutual agreement of the Parties.

#### **VEHICLE SHELTER**

- 25.12** (a) Where the Employer requires an employee to use their personal vehicle as shelter, the employee will receive a premium of three dollars (\$3.00) per hour in addition to the employee's actual wage rate.
- (b) In circumstances where an employee is required to commence or end their work where public transportation is not available, the Employer will provide transportation to and from the employee's place of residence except in cases outside of the

Employer's control such as but not limited to a public transit strike.

## **PARKING**

**25.13** Where employees are required to pay for parking at any worksite, the Employer undertakes to negotiate free and/or reduced parking rates where possible.

## **TRAINING AND WAGES**

**25.14** Training wages for existing employees shall be set out as follows:

- (i) new hires shall be paid the minimum basic wage rate set out in the Agreement.
- (ii) existing employees including deemed hired employees who have been assigned to a site shall be paid the rate of pay that they would otherwise receive as if they were working at the site.
- (iii) The employer will continue the current practice of paying for the course and wages for First Aid/CPR training at sites where required. Further the Employer shall pay the cost of First Aid/CPR training for the Employees to maintain their certification on the Employees' own time.

## **CLASSIFICATIONS**

**25.15** The following classifications shall be paid at the following rates:

- (a) Security guards shall be paid in accordance with Article 25.
- (b) Lead Hands shall be paid at least fifty cents (\$0.50) an hour greater than the highest paid security guard at the site to which the Lead Hand is assigned.



## **ERRORS OR OMISSIONS**

- 25.16** Any errors or omissions in the pay of an employee amounting to more than fifty dollars (\$50.00) shall be paid by cheque or direct deposit within the next three (3) business days of the Employer being made aware of the error or omission by the employee.

## **ARTICLE 26 - BENEFITS**

### **BENEFITS**

- 26.01** Subject to the provisions of Article 25.04 and Article 26.02 the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of seventy cents (\$0.70) per each hour an employee has worked. This hourly submission shall be in full. It is the responsibility of the employer to pay for the Retail Sales Tax (RST) in association with this payment beginning on July 1, 2023.

Benefit contributions for new hires shall begin after completion of probationary period.

- 26.02** Remittances in accordance with Article 26:
- (a)** shall be received by the person set forth in Article 26.02 (b) no later than the fifteenth (15<sup>th</sup>) of the month following the paid hours occurred;
  - (b)** shall be forwarded by the Employer to a person and address designated by the Union; and
  - (c)** shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of), hours earned, date of severance of employment, date of death and gender of each employee for whom payments have been made, the total amount remitted per employee and the

period for which those amounts have been paid. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of), of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusteed Benefit Plan.

## **EMPLOYEE ASSISTANCE PROGRAM**

**26.03** The Employer shall provide employees' access to an Employee Assistance Program.

## **SICK LEAVE WITH PAY**

**26.04** Full-time employees who have completed one (1) year of employment shall be entitled to four (4) days sick leave per year, each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

**26.05** Full time employees with five (5) or more years of employment shall be entitled to five (5) days sick leave per year, each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

**26.06** To be entitled to payment pursuant to this Article, the employee will be required to supply a medical certificate for absences of three (3) consecutive days or longer substantiating any accident or illness. The Employer may require a medical certificate for shorter absences in cases of repeat or pattern absenteeism. All medical certificates, examinations, tests or evaluations requested by the Employer shall be paid by the Employer and shall be kept confidential by the Employer.

## **STEELWORKERS MEMBERS' PENSION BENEFIT PLAN**

**26.07** The Employer shall contribute a fixed amount of one (1) percent of employee's gross wages and two (2) percent of gross wages of employees' with ten (10) years or more of service to the Steelworkers Members' Pension Benefit Plan (Plan) on behalf of each employee for each pay period. Pension contributions will be made for all "deemed hired" employees who, immediately prior to being "deemed hired", were already participating in the Plan. Employees hired on or before June 30, 2014, shall be enrolled into the Plan after twelve (12) months of employment. For all employees hired on or after July 1, 2014, and all other "deemed hired" employees, pension contributions will begin once an employee achieves twenty-four (24) months of employment.

For the purpose of the Pension only, "Gross Wages" – means all monies an employee earns for wages and includes earnings for paid holidays, and approved union leave. (Excluding vacation pay and sick pay)

Pension contributions will be made for employees who are in receipt of benefits from the WSIB and or maternity/paternity leave.

The Union agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest, reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the Parties.

The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.

The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Employer agrees to provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further specificity, the information required for each employee is as follows:

- (i) To be provided and commencement of participation for each employee:
  - Date of Hire
  - Date of Birth
  - Date of Birth Contribution
  - Address
  - Social Insurance Number

(ii) To be provided with each remittance of contributions for each Plan participant:

- Name
- Social Insurance Number
- Amount of Remittance
- Gross Wages

(iii) To be provided initially and on a status change:

- Full Address as Provided to the Employer
- Commencement Date of Employment (MMDDYY)
- Termination Date of Employment (MMDDYY)
- Retirement Date
- Date of Death
- Gender

(iv) To be provided once per year after year end - summary data in Excel format:

- Name
- Social Insurance Number
- Total Amount Remitted for Year
- Total Hours Earned for Year

The Employer agrees to enter into a Participation Agreement with the Trustees of the Plan and which shall be consistent with the terms of the Collective Agreement.

The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to four (4) meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority

notwithstanding their absence from work for that purpose.

**26.08**

The USW, one (1) time per calendar year during the month of June, shall have the right to audit the Employer's records by comparing hours worked to hours paid for the purpose of ensuring accuracy of payment to the hourly payroll for the USW Ontario guards, benefit contributions and/or pension contributions pursuant to the Collective Agreement. Notice will be given annually on the anniversary date July 1 of the Collective Agreement. The USW will use an accredited auditor from the Province of Ontario and the cost of said audit will be the sole responsibility of the USW. Copy of the report of the accredited auditor, inclusive of any information provided to the auditor by the USW, will be provided simultaneously to the Employer and to the USW. Discrepancies raised in the report of the auditor must be discussed between the parties. If the discrepancies are not resolved in a timely manner, material discrepancies may become the subject matter of an Arbitration hearing and will be considered submitted at the arbitration step of the Collective Agreement. Both parties will agree that the said cost of the audit shall not be part of any settlement or award pursuant to this matter. Furthermore, the parties agree that an arbitrator shall have no jurisdiction to make any monetary award for any period beyond the preceding term of the current collective agreement, or since the date of concluding the last audit within the term of the current collective agreement.

**NEW MEMBER KITS**

**26.09**

The Employer agrees to notify the Union with the name, address, email and phone numbers of each new employee within seven (7) days of the date of hire and

provide each new employee with a New Member Kit as provided by the Union. Alternatively, a Union Officer, excluding stewards, shall be permitted to attend the Employer's office during the Employer's orientation meeting for new hires for a period not to exceed fifteen (15) minutes for the sole purpose of distributing a new Member's Kit.

## **ARTICLE 27 - HEALTH & SAFETY**

- 27.01** The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness.
- 27.02** The Parties recognize the importance of the Occupational Health and Safety Act of Ontario and its regulations thereunder in effect as of May 31, 2001 shall form a part of this Collective Agreement.
- 27.03** Further the Employer and the Union agree that they will jointly develop agreed to Terms of Reference governing the Employer's Joint Health and Safety Committee, no later than sixty (60) days following the date of ratification. These Terms of Reference shall be reviewed annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference will form part of this Collective Agreement.
- 27.04** The Employer agrees to continue to provide training for the required certified worker representatives.
- 27.05** The Employer shall ensure that equipment, materials and protective devices as prescribed are provided to its employees.

- 27.06** Each employee shall use or wear the equipment, materials and protective devices or clothing that the Employer requires to be worn or used.
- 27.07** From among its worker members on the Joint Health and Safety Committees, the Union may designate one as the worker Health and Safety Chair of its side of the Joint Health and Safety Committee. This member must be a worker member of a Joint Health and Safety Committee. Such Chair shall be granted not more than one (1) day per month (*not including monthly meetings*) for the purposes of their duties as Chair. The Parties agree that the Joint Health and Safety Committee will promote safety and industrial hygiene at the workplace.
- 27.08** The powers of a Health and Safety Committee shall be to:
- (a) identify situations that may be a source of danger or hazard to employees;
  - (b) make recommendations to the Employer and the employees for the improvement of the health and safety of employees;
  - (c) recommend to the Employer and the employees the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;
  - (d) obtain information from the Employer respecting:
    - (i) the identification of potential or existing hazards, materials, processes or equipment, and



- (ii) health and safety, experience and work practices and standards in similar or other industries of which the Employer has knowledge.

For the purpose of this Article, health and safety may include matters involving actual or potential issues related to workplace violence.

## **REFUSAL OF UNSAFE WORK**

**27.09** An employee may refuse to work or do particular work where the employee has reason to believe that:

- (a) any equipment, machine, device or thing the employee is to use or operate is likely to endanger themselves or another employee;
- (b) the physical conditions of the workplace or the part thereof in which the employee works or is to work is likely to endanger themselves; or
- (c) any equipment, machine, device or thing the employee is to use or operate or the physical condition of the workplace or part thereof in which the employee works or is to work is in contravention of the Occupational Health and Safety Act (Act) or the regulations and such contravention is likely to endanger themselves or another employee.

1. An employee who refuses to work where the employee has reason to believe that the work is unsafe as described above, shall promptly report the matter to their supervisor.

2. Following receipt of the report the Employer shall forthwith investigate the report in the presence of an Employer member and a worker member of the Joint Health and Safety Committee.
3. Until the investigation is completed the employee shall remain in a safe place near their work station.
4. Where, following the investigation or any steps taken to deal with the circumstances that led to the employee's refusal, the employee has reasonable grounds to believe that the condition(s) set out in (1) above still exist, the employee may refuse to do the work and a Ministry of Labour inspector shall be notified to investigate the work refusal.
5. Following their investigation, the Ministry of Labour inspector shall decide whether the machine, device, thing or workplace is likely to endanger the worker or another person. The inspector shall give their decision in writing as soon as is practicable to the Parties and the employee who refused to do the work.
6. Pending the inspector's investigation and decision, the employee who refused to do the work shall remain at a safe place near their work station during their normal working hours unless assigned by the Employer to reasonable alternative work.
7. Pending the investigation and decision of the Ministry of Labour inspector, no employee shall be assigned to do the work refused by the other employee unless, in the presence of a worker Joint Health and Safety Committee representative, such

employee has been advised of the other employee's refusal and the reasons for it.

8. No employee shall be disciplined because the employee has acted in compliance with the Act or regulations or sought the enforcement of the Act or its regulations.

It is understood by the Parties that the above is not intended in any way to interpret, replace, supplement and/or supersede the work refusal provisions in the Occupational Health and Safety Act, but is intended only to aid the workplace Parties in the efficient handling of the work refusal process, it being the intent of the Parties that in the event of any dispute between them regarding a work refusal, the provisions of the Occupational Health and Safety Act shall be the sole governing provisions.

## **ARTICLE 28 - NOTICE OF CLIENT CONTRACTS**

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

- (a) the address of the site(s) at which services will be provided;
- (b) the number and classification(s) of employees regularly assigned to such site(s) at the time of commencement of services;
- (c) the date(s) upon which services to such site(s) will commence;

- (d) the term of such client contract; and
- (e) the names, addresses, phone numbers, wage rates and whether the employee has any additional compensation at the time of commencement of services;
- (f) the Parties agree that the Employer may request a pre-assignment physical (not including drug or alcohol testing) provided that it is a requirement of a client contract and that such contractual provisions shall be demonstrated to the Union. Such physicals shall be conducted by the employee's family physician and shall be at the Employer's expense. Such medical information will not be used for any purpose other than for the purposes set out in this Article.

**28.02** As soon as the Employer has knowledge that a contract is coming up for public tender or the Company has failed to renew an existing contract for services between the Employer and a client, the Employer shall advise a Union Officer, to be identified by the Union, of:

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

**28.03** The Employer shall provide to the Union electronically in an Excel format, information described in Article 28.01 as

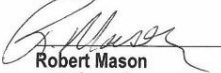
at December 31 of each year by no later than February 1 of the following year.

## **ARTICLE 29 - DURATION OF THE AGREEMENT**

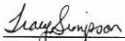
- 29.01** This Agreement shall become effective on the 1<sup>st</sup> day of July 2020 and shall continue in effect up to and including the 30<sup>th</sup> day of June 2024.
- 29.02** Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 29.03** If notice of the intention to renew or amend is given by either party pursuant to Article 29.02 negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

Signed this 26 day of October, 2020

Union

  
Robert Mason

  
Syed Akhtar

  
Tracy Simpson

  
Lisa Dale

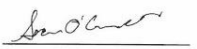
  
Jesse Walker

  
Sherry Charette

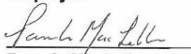
  
Julia Rodriguez

  
Parvinder Kaur

  
Stephanie Gunson

  
Sean O'Connell

Employer

  
Pamela MacLellan

  
Jean-Francois Pouliot

  
Rosalyn Gough

## MEMORANDUM OF AGREEMENT

Between

Securitas Canada Limited "The Employer"

And

United Steelworkers Local 9597, 5296 & 2020 "The Union"

**WHEREAS** in the past the Employer has agreed with the Union with respect to an annual payout of any accumulated vacation pay that employees may have so that any accrued vacation pay is not carried over to the following year in order to limit the Employers' liability; and

**WHEREAS** the Employer wishes to continue this practice, the parties agree to the following:

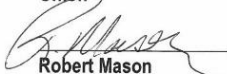
1. There will be an annual pay out of all accumulated vacation pay on the last pay day in November each year.
2. An employee can request vacation pay depending on their years of service and vacation entitlement (1-5 years, 2 times; 5-10 years, 3 times; and over 10 years or more, 4 times).
3. When asked for a vacation pay out — the Employer will pay either one (1) weeks worth of pay or the entire amount owing — the employee will notify the Employer of their preference — the choice has to be one or the other.
4. The Employer will still go above and beyond if the employee can demonstrate to the Employer's satisfaction that the request is for an emergency or compassionate reason.

5. This agreement is done without prejudice or precedent and is not intended to amend Article 18 (the Vacation Article) of the Collective Agreement.
6. Either party can cancel this agreement upon providing ten (10) working days' notice to the other that they no longer wish to continue this practice for the pay out of vacation pay.
7. This agreement expires on June 30, 2020 in conjunction with the expiration of the Collective Agreement, at which point if the parties wish to continue the practice it will have to be renewed.




Signed this 26 day of October, 2020

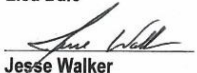
**Union**

  
Robert Mason

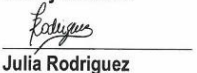
  
Syed Akhtar

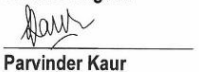
  
Tracy Simpson

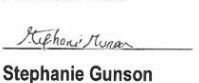
  
Lisa Dale

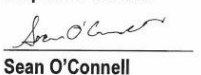
  
Jesse Walker

  
Sherry Charette

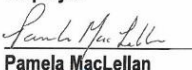
  
Julia Rodriguez

  
Parvinder Kaur

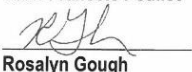
  
Stephanie Gunson

  
Sean O'Connell

**Employer**

  
Pamela MacLellan

  
Jean-Francois Pouliot

  
Rosalyn Gough

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SECURITAS CANADA LIMITED ("THE EMPLOYER")**

**AND**

**UNITED STEEL WORKERS LOCAL 9597 ("THE UNION")**

*The following MOA is without prejudice*

- WHEREAS** the Employer was awarded a three (3) year security services contract which commenced in June, 2020 at TD Place Stadium operated by the Ottawa Sports & Entertainment Group (OSEG) located in Ottawa, Ontario.
- WHEREAS** the Employer provides permanent base building Security Guards for the Stadium and surrounding grounds.
- WHEREAS** the Employer also provides approximately two-hundred & twenty (220) Security Guards (Floaters) to provide seasonal security coverage at the Stadium, for but not limited to the CFL Redblacks games and for the NASL Ottawa Fury FC soccer games, on a yearly basis, from June to November. The average part-time shift duration, per event is four (4) hours with an hourly rate of pay of \$14.55.
- WHEREAS** the Employer agrees that should the Employment Standards Act 2000, statutory

minimum wage provision catch up to \$14.55, the Employees shall be paid no less than 1.8% above the minimum wage rate, due to the payment of the Union dues.

Given the difficulty to recruit and retain a complement of Security Guards for such shifts and few events, which also equates to high turnover, the Employer is required to maintain at least four hundred (400) Security Guards on payroll, at any given time, during the above referenced months.

All employees hired for this site or any event at this site, if they are still required to help pick up garbage and stack chairs, be notified of this special requirement and the frozen pay rate prior to being awarded a position at the site or working on the site.

All employees hired for this site or any event at this site, will be exempt from Article 12.16 of the Collective Agreement (Lay off and Bumping Rights).

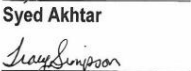
**THEREFORE,** these individuals will be exempt from any wage increases provided for in the recently ratified Collective Agreement, set to expire on June 30, 2024.

Signed this 26 day of October, 2020

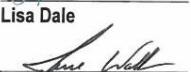
**Union**

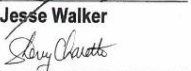
  
Robert Mason

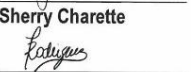
  
Syed Akhtar

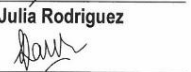
  
Tracy Simpson

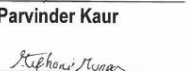
  
Lisa Dale

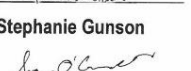
  
Jesse Walker

  
Sherry Charette

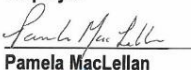
  
Julia Rodriguez

  
Parvinder Kaur

  
Stephanie Gunson

  
Sean O'Connell

**Employer**

  
Pamela MacLellan

  
Jean-Francois Pouliot

  
Rosalyn Gough

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Letter of Understanding**

**-Between-**

**Securitas Canada Limited**

**-And-**

**USW, Local Union 5296, 9597, 2020 & 5481**

**Mobile Patrol Division**

**WHEREAS** the scope of the Collective Agreement recognizes the Mobile Patrol guards;

**WHEREAS** there are Mobile Patrol guards working across the province;


**THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

1. That the Mobile Patrols guards working in the GTA shall be considered as working at one site;
2. To meet and discuss the structure of the Mobile Patrols guards outside of the GTA, before November 1, 2018;
3. To meet and discuss the application of the Collective Agreement, as it applies to the Mobile Patrol Division before November 1, 2018;

The parties agreed to the above on the 28<sup>th</sup> day of the month of July, 2020

Signed this 26 day of October, 2020

Union

  
Robert Mason

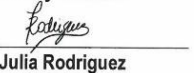
  
Syed Akhtar

  
Tracy Simpson

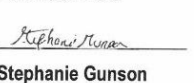
  
Lisa Dale

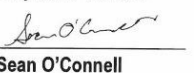
  
Jesse Walker

  
Sherry Charette

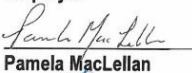
  
Julia Rodriguez

  
Parvinder Kaur

  
Stephanie Gunson

  
Sean O'Connell

Employer

  
Pamela MacLellan

  
Jean-Francois Pouliot

  
Rosalyn Gough

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_