



# COLLECTIVE AGREEMENT

BETWEEN:

**G4S Secure Solutions (Canada) Ltd.**  
(Hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

**UFCW Canada Local 333**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART

## INDEX

<u>Contents</u>	<u>Page No.</u>
Article 1 – Purpose	3
Article 2 – Recognition, Scope <b>and Definitions</b>	3
Article 3 – No Discrimination	5
Article 4 – Management Rights	6
Article 5 – Union Security and Dues	7
Article 6 – Strikes and Lockouts	9
Article 7 – Representation	9
Article 8 – Grievance Procedure	11
Article 9 – Arbitration	15
Article 10 – Probationary Employees	16
Article 11 – Seniority	16
Article 12 – Job Posting	22
Article 13 – Leave of Absence	24
Article 14 – Hours of Work	25
Article 15 – Paid Holidays	27
Article 16 – Paid Vacations	28
Article 17 – Health and Welfare	29
Article 18 – Pay for Injured Employees	31
Article 19 – Call-In Pay	31
Article 20 – Reporting Pay	31
Article 21 – Bereavement Leave	32
Article 22 – Jury Duty and Crown Witness Pay	32
Article 23 – Bulletin Board	33
Article 24 – Health and Safety	33
Article 25 – Vehicle Allowance	36
Article 26 – Harassment	36
Article 27 – Retention	37
Article 28 - Final Offer Selection	37
Article 29 – Duration	39
Schedule “A” Wage Rates and Classification	40
Schedule “B” Billy Bishop	46
Schedule “H” Hospital Sites	51
Schedule “I” CBSA Toronto Immigration Holding Centre	52
Schedule “T & S” BSA Contract Transport	55

Schedule "L" LCBO	57
Letter of Intent – Acquisitions	61
Letter of Agreement – Pay Rate and Vacation	62
Memorandum of Agreement – CBSA	63
Memorandum of Agreement – IBM	64

## **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Security **Guards**, Airport Passenger Screeners and Access Control, Immigration **Guards**, Corrections **Guards**, Patient Transport Personnel, Cash in Transit **Guards**, Resource Protection (floor walkers) and Prisoner Transport **Guards** in the Company's employ in the Province of Ontario save and except supervisors, persons above the rank of supervisor, executive protection **and** investigators.
- (b) For greater certainty, the parties agree that this collective agreement also applies to any Employees, employed by the Company who may fall under the Canada Labour Code. The Company agrees that any such employees, in addition to any of the terms and conditions of this collective agreement, shall also receive any applicable benefits in accordance with the code.
- (c) The Employer agrees that in the event that the Union is subsequently recognized or certified by the Ontario Labour Relations Board as the bargaining agent for additional bargaining units of the Employer, those bargaining units will also automatically be covered by the terms and conditions of this Collective Agreement, and the Union and the Employer shall immediately execute any documents necessary to give effect to this clause.

2.02 For the purpose of this agreement:

- (a) "full-time employee" means an employee employed in the bargaining unit described in 2.01 who regularly works more than twenty-four (24) hours per week;
- (b) "part-time employee" means a part-time employee employed in the bargaining unit described in 2.01 who regularly works twenty-four (24) hours per week or less.

2.03 Employees of the Company in supervisory positions shall not perform or assume the duties of any unionized position except on an occasional and necessary basis for the purpose of training, and in circumstances beyond the Company's control.

2.04 The Company at no time shall use contracting out in order to intentionally subvert the bargaining unit position. If the Union so claims, they will have the right to appeal to the Ontario Labour Relations Board for Arbitration under the relevant section of the Labour Relations Act as amended from time to time. The decision of the Arbitrator shall be final.

## **DEFINITIONS**

1. "Designated holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this agreement.
2. "Working Day" means the calendar day commencing at 00:00 hours of a day to 23:59 hours of the same day.
3. "Calendar Day" means the twenty-four (24) hour period from 00:00 hours to 23:59 hours.
4. "Business Hours" means the period between 09:00 hours to 17:00 hours, Monday to Friday. (excluding Statutory Holiday Days)

5. "Safety Footwear" means footwear designated by and meeting requirements of the Canada Standards Association (C.S.A.)
6. "Work Week" means the calendar week commencing 00:01 hours Sunday to 23:59 hours Saturday.
7. "Bill Rate" means the actual hourly amount billed by the Company for the actual services performed by the employee.
8. "Site Supervisor" The Company maintains the right to appoint a site supervisor at any site with excess of 168 hours per week. Employees at sites that do not meet the criteria noted above but currently considered site supervisors shall be permitted to maintain their supervisory status until they leave their position for any reason.

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

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or non-membership in the Union or by reason of age, race, creed, colour, national origin, religious affiliation or sex, as such terms are defined in the Ontario Human Rights Code.
- 3.02 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company and job sites except by agreement with the Company.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but shall not be confined to:

- (a) the right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
- (b) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, which includes deployment for any reason to an alternative location/site, promote, demote, classify, assign duties, lay off, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (c) the right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the description of jobs; the subcontracting of work; the schedule of hours of work and of production; the number of shifts; the requirement of medical examinations at the Company's expense by a physician designated or approved by it; the qualification of employees; the use of

improved methods; whether there shall be overtime and who shall perform such work; the number of employees needed by the Company at any time and how many shall work on any job; the number of hours to be worked; starting and quitting time period and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

- 4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 4.03 In addition to existing rules and regulations, the Employer shall have the right from time to time to make such rules and regulations as it may deem necessary and advisable and all employees shall be obliged to comply with such rules and regulations. Prior to the implementation of a new rule or regulation affecting employees, the Employer shall notify the Union of such new or modified rule or regulation and shall upon request discuss the matter with the Union.

#### **ARTICLE 5 - UNION SECURITY AND DUES**

- 5.01 The Company agrees to deduct Union dues from the first pay checks of each employee every month.
- 5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Company to be currently in effect according to the Union's constitution. The required deductions shall be made for each pay period and shall be remitted by the end of the month in which such deductions are made to the designated Guard of the Union. The deductions shall be accompanied by an alphabetical check-off list which will provide each employee's name, current address and social insurance number and any known email address. The Union shall advise the Company of the name, position and address of the aforementioned designated Guard and its failure to do so shall relieve the Company of its obligation to remit the deductions herein provided for until the Company is so advised.



- 5.03 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 5.04 The Company will not be responsible for the collection of any dues where because of any absence from work, the employee has no earnings from which the dues are required to be deducted.
- 5.05 The Company agrees to make every effort to provide email addresses of the employees on the monthly dues report.
- 5.06 In the event the Company is unable to provide the email addresses monthly the Company agrees to provide any and all email addresses they have upon request of the Union.
- 5.07 An employee in the bargaining unit described in paragraph 2.01 shall become and remain a member in good standing of the Union as a condition of continued employment, upon the completion of his probationary period.
- 5.08 The Company shall deduct from the earnings of each employee who has completed the probationary period such initiation fee as the Union may prescribe from time to time by its constitution or by-laws. The Union will give the Company written notice of the amount of such initiation fee and, unless the Company is so notified, the Company is under no obligation to deduct such initiation fee.
- 5.09 The Company shall show the yearly union dues deductions on the employees' T-4 slip.

**5.10** The Company will permit pre-arranged review of the Company's current sites, including the hours of work for the site operation, and telephone numbers to contact each site for verification purposes of the President of the Union or his designate, in the presence of the Employer's Branch Manager or his designate. Such access is limited to normal business hours at the Company's Branch Office. At least forty-eight (48) hours notice will be given.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

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

**6.02** Security guards covered by this Collective Agreement shall not honour any picket lines at any location for which the Company provides security services. Security **guards** shall cross all such picket lines (subject to their own physical safety) but shall only be required to perform their regular duties and shall not be required to perform the work of any striking or picketing employees.

**6.03** No employee shall be required to perform any work normally performed by a person who is lawfully on strike.

## **ARTICLE 7 - REPRESENTATION**

7.01 The Company recognizes the right of the Union to elect or appoint one (1) Steward for every fifty (50) members per branch office and one steward for each region specified in the "Northern Region" in Article 11.01 for the purpose of assisting other employees in the processing or presentation of grievances. The Stewards must have completed their probationary period. The Union shall at all times keep the Company notified in writing of the names of the employees who are acting in the capacity of Stewards. The Stewards shall deal with any grievance arising under this Agreement.

- 7.02 It is understood that the Steward will have to do the work assigned to him by the Company, and if it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the permission of the supervisor in charge. When returning to his regular work, he will report himself to the supervisor, and if he is requested to do so, will give an explanation as to his absence and its length. If these conditions are met, the Company agrees that he will not lose pay in such circumstances. It is understood that whenever possible, the Steward will take care of grievances outside of his working hours, in order not to impede the production of his department however where a Steward is required to remain after the conclusion of his shift, he shall be paid for up to one (1) hour at his regular straight time hourly rate. The Company shall schedule and pay the Steward one day per month as required to attend the Company's operations offices for the administration of Union duties.
- 7.03 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. Upon notification the Company shall post the Steward's Name and contact number on the Union bulletin board in the Company's operation office. No Steward will be recognized by the Company unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.
- 7.04 A business agent of the Union, identified to the Company, in writing, wishing to discuss matters on Company premises with Company Representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible, the business agent shall, upon entering the premises, notify the appropriate Company Official.
- 7.05 The Company will compensate Stewards at their regular straight time hourly rate of pay for time spent in grievance meetings or up to three (3) Stewards to attend Labour Management meetings with the Company.

- 7.06 Prior to any “disciplinary” meetings held by the Company, the Company shall inform the employee of his right to Union representation. The Company shall contact a shop steward prior to the commencement of any disciplinary meeting and the Company will provide the employee with the names and phone numbers of both the Shop Steward and of the Union Office including the toll free number and will provide the Employee access to a telephone so that he may confer with a representative. Upon completion of any disciplinary action the Company will allow the employee up to a further forty-five (45) minutes to confer with a representative.
- 7.07 The Company will distribute to all new employees, the phone number to the Union Office including the toll free number as well as a copy of the current Collective Agreement and Benefit Enrolment Cards.
- 7.08 The Company shall notify the Union of all orientation sessions and arrange for the Shop Steward to attend any such meeting and address new employees regarding the Union.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 i) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitrable where the circumstances giving rise to it occurred or originated more than five (5) working days before the filing of the grievance.
- (ii) It is understood that the Employer may bring forward, at any time, any complaint with respect to the conduct of the Union, its Guards, Stewards, Committeemen or members and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties within seven (7) working days, it may be referred to arbitration in the same way as the grievance of any employee. It is understood that any complaint may be brought forward by any management official of the Employer, including the Guard Inspector or his/her designate. The Grievance shall be delivered in writing to the President, Chief Steward or Secretary of the Union.

8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his appropriate Supervisor an opportunity to adjust the complaint.

8.03 If, after registering the complaint with the Supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following Steps of the Grievance Procedure may be invoked:

**Step 1:**

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

**Step 2:**

If the matter is not settled, then within three (3) working days of the Company Designate's reply, the Union Staff Representative may request a meeting with the President or his Designate. In such case the meeting shall be held between the Company Representative(s) and the Union Staff Representative and Union Steward involved as soon as practicably possible, but not later than two (2) weeks after the Company receives notification from the Union that such meeting is desired. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within ten (10) days of the date of such meeting, but not thereafter, deliver to the Company a notice in writing stating that it wishes to take the matter to arbitration. The notice to arbitrate shall contain the name and address of the Union's proposed Arbitrators and the remedy sought. Thereafter the parties shall confer to select an agreeable Arbitrator.

**8.04 Reprimands**

The Company agrees to not rely on reprimands and warnings from an employee's file after a twelve (12) month period has elapsed, provided that the employee has kept his/her record free from any incidents giving rise to such reprimands and warnings.

**8.05 Discharge**

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

Such special grievance may be settled by:

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

**8.06 Mediation and Arbitration**

WHEREAS the Union and the Employer (the "Parties") are desirous of establishing an expedited process for the resolution of grievances filed under the Collective Agreement on a without prejudice basis;

THEREFORE, notwithstanding the Arbitration Procedure set out in Article 8 of the Collective Agreement, the Parties agree to the following process to resolve all grievances, save and except grievances relating to the termination of a bargaining unit member or grievances arising out of a dispute over the interpretation and/or rectification of any contractual language, for a trial period to commence upon the full execution of this Letter of Understanding and lasting for the duration of the Collective Agreement only:

All grievances shall be filed in accordance with Article 8 of the Collective Agreement and shall proceed through the various steps of the Grievance Procedure in accordance with the timelines as set out therein.

### **Med-Arb Process**

2. In the event a grievance is not settled by the Grievance Procedure and the Union's Grievance Committee determines that the grievance ought to proceed to the next level dispute resolution, the grievance shall be referred to the med-arb process set out herein and place before a mediator/arbitrator assigned by the Parties in accordance with paragraphs 3 to 5 below.

In the event the Parties are unable to resolve a grievance through mediation, the same mediator/arbitrator shall proceed to issue a binding arbitration decision on the merits of the grievance in an expedited fashion after full consideration of all the relevant evidence and law, which may include viva voce evidence being tendered by way of oral hearing.

3. The establishment of this med-Arb process does not in any way derogate from the Parties' respective obligations to follow the Grievance Procedure or to take all reasonable steps to resolve grievances during the Grievance Procedure.

### **Scheduling of Med-Arb Dates**

4. Med-Arb dates shall be scheduled, by the Parties on a mutually agreeable basis, as required during each quarter in the months of January, April, July, and October of each calendar year. The Parties shall consult with each other and the assigned arbitrator for the purposes of scheduling the actual Med-Arb dates in January, April, July, and October.
5. In the event a grievance is not resolved through the mediation process and additional arbitration hearing dates are required for a specific grievance. The parties shall consult with the assigned mediator/arbitrator in order to schedule further mutually agreeable dates over and above the quarterly dates regularly and exclusively reserved for the Med-Arb process described herein.

**Assignment of Mediator/Arbitrator**

6. One mediator/arbitrator shall be selected by the Parties from the list of mediators/arbitrators set out below (on a rotating basis) to conduct all Med-Arbs in any given quarter:

Sidney Baxter

Fred Von Veh

Pat White

**ARTICLE 9 - ARBITRATION**

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



**ARTICLE 10 - PROBATIONARY EMPLOYEES**

- 10.01 An employee will be considered as a probationary employee for his first ninety (90) calendar days of employment and will have no seniority rights during that period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire.
- 10.02 The parties agree that probationary employees may be laid off, dismissed or terminated during the probationary period for such consideration as, but not limited to, unsatisfactory work performance or general attitude.

**ARTICLE 11 - SENIORITY**

- 11.01 Seniority lists will be posted by the Company for a period of fourteen (14) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of his seniority date while the list was posted, in which case it will be subject to any adjustment under the Grievance Procedure if established to be inaccurate. The seniority lists will be published in each of the following areas:

- (a) Durham
- (b) Greater Toronto Area
- (c) London/Windsor
- (d) Hamilton/Niagara
- (e) Ottawa
- (f) Northern Region  
(Timmins-Thunder Bay-Sudbury)
- (g) Future Regions as established.

Seniority shall be on an areas basis and will be brought up-to-date every six (6) months and a copy will be given to the Union office and a copy posted on the Union bulletin board.

- 11.02 An employee's seniority will be lost and the employee shall be deemed terminated if he:
- (a) quits the employ of the Company for any reason;

- (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) is laid off for a continuous period exceeding the length of his seniority at the time of lay-off or a period exceeding twelve (12) months, whichever comes first;
- (d) fails to return to work within five (5) working days of being notified of recall. An employee shall be deemed to be notified of recall on the second (2nd) day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Company's files;

NOTE: It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he has a satisfactory reason; or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is absent for three (3) consecutive working days without notifying the Company or is absent for this period without a satisfactory reason;
- (g) is continuously absent due to illness or injury in excess of fifty-two (52) weeks; or
- (h) retires or is retired.
- (i) fails to maintain the Provincially required security licence or allows it to lapse for a period in excess of sixty (60) days.

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

- 11.04 (a) The Steward shall be the last person to be laid off provided that he has the ability and qualifications to perform the available work. This provision shall cease to apply to the Steward once he no longer holds the position.
- (b) Health and Safety representatives shall have preferential seniority.
- 11.05 In regard to any claim by an employee that he maintain seniority during a period of personal illness (subject to Article 11.02(g)), it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical certificate however the Company shall pay the cost of any such medical evidence.
- 11.06 It shall be the duty of employees to notify the Company promptly in writing of any change in their address. If an employee shall fail to do this, the Company will not be responsible for failure of any notice to reach such employee.
- 11.07 i) The parties agree that the nature of the security services business requires the Employer to transfer employees from one location to another. In the event the Company transfers an employee for any reason, the Company shall provide the full-time employee with a written explanation for the decision to remove the individual from a permanent site. The Company may use a form letter with check box options for their decision. In the event that the Company opts to use client preference as the reason for the transfer or site removal, they shall allow the business agent and shop steward where the business agent is not available to view the written evidence of the client's request.

## **REMOVAL PROCESS**

### **11.07 ii)**

1. Where a Client requests an employee be removed from the site (Do Not Return), 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 for the union to review.

## 2. REMOVALS NON-CULPABLE REASONS - REDEPLOYMENT

- a) The Employer assigns the employee to a site which has a vacancy or will otherwise maintain the employee's hours through the use of floater pool, within a forty (40) kilometer radius of the site from which the employee has been removed or the employee's home, whichever is closer, and further provided the employee has access to public transportation or has access to other suitable transportation; and,
- b) The assigned shift and hours of work are the same as or as close as possible to the shift and hours of work at the site the employee has been removed from; and,
- c) There shall be no reduction in the employee's pay, subject to the Maintenance Chart for the period assigned. Thereafter, the employee's rate of pay shall be governed by the provisions of the Collective Agreement, to the site and work being performed.

### EMPLOYEE'S PAY MAINTENANCE CHART

3–12 months seniority	7 calendar days
1 but less than 2 years seniority	14 calendar days
3 but less than 4 years seniority	21 calendar days
4 but less than 5 years seniority	28 calendar days
5 but less than 6 years seniority	35 calendar days
6 but less than 7 years seniority	42 calendar days
7 but less than 8 years seniority	49 calendar days
8 Years or more seniority	56 calendar days

- d) In the event the employee refuses to accept any shift offered, subject to paragraph (a), (b) and (c) above, the Employer's obligation pursuant to these provisions shall immediately cease.
- e) For all removals from site for non-culpable reasons, a notice will be placed in the Employee's file to the effect that the removal was not culpable.

### 3. CULPABLE REASONS

In removals from site which are alleged by the Employer to be for culpable reasons:

- a) The employee may be scheduled for available work by the Employer as a floater until the employee is awarded a vacancy. For clarity, there is no guarantee of hours of work or maintenance of wage rate.
- b) The Employer will provide written reasons (with a copy to the Union) as to why the employee was directed to be removed by the Client within seven (7) days of the employee being removed.
- c) The Employer and the Union will engage in a discussion in an attempt to find an appropriate solution.
- (d) The employee reserves the right to file and process a grievance alleging discipline without cause and in accordance with the relevant provisions of this Agreement.

### 4. RE-DEPLOYMENT – Not Client Dictated / Non Culpable

- a) With proper notice as per ESA or CLC, the Employer maintains the right to re-assign an employee to a site, within a forty (40) kilometer radius of the site from which the employee was assigned or the employee's home, whichever is closer, and further provided the employee has access to public transportation or has access to other suitable transportation; and,
- b) The assigned shift and hours of work are the same as or as close as possible to the shift and hours of work at the site the employee was assigned from; and,
- c) There shall be no reduction in the employee's pay, subject to the Maintenance Chart for the period assigned. Thereafter, the employee's rate of pay shall be governed by the provisions of the Collective Agreement, to the site and work being performed.

## EMPLOYEE'S PAY MAINTENANCE CHART

3–12 months seniority	7 calendar days
1 but less than 2 years seniority	14 calendar days
3 but less than 4 years seniority	21 calendar days
4 but less than 5 years seniority	28 calendar days
5 but less than 6 years seniority	35 calendar days
6 but less than 7 years seniority	42 calendar days
7 but less than 8 years seniority	49 calendar days
8 Years or more seniority	56 calendar days

- d) In the event the employee refuses to accept any shift offered, subject to paragraph 4. (a), (b) and (c) above, the Employer's obligation pursuant to these provisions shall immediately cease.
- e) For all removals from site for non-culpable reasons, a notice will be placed in the Employee's file to the effect that the removal was not culpable.

**11.08** No employee shall be assigned to a site that is an unreasonable distance from their home without the Employee's consent. In the event that the Company cannot provide the Employee with a site within a reasonable distance of the Employee's home, or where the Employee is not willing or able to travel the distance to an available site, Company shall properly layoff the employee as per the terms and conditions of this agreement.

**11.09** In all cases of promotion and demotions, the following factors shall be considered:

- i) Seniority; skill, competence and ability.
- ii) Where the factors are relatively equal, seniority shall govern provided the employees have the qualifications to perform the work in question.

**11.10** Employees who transfer from one branch to another shall maintain their seniority to their most recent date of hire with G4S Canada Ltd.

**ARTICLE 12 - JOB POSTING**

12.01 **i)** In the event that a new job is created or a permanent vacancy occurs in an existing job, the Company will post these openings at the Company's Operations / Branch Office for a period of five (5) working days in order to allow seniority employees interested to apply in writing. In addition the Company will provide a copy of the job postings to the Union via e mail, for posting on the UFCW website.

**(ii)** The Union agrees that where the Company has acted in good faith to deliver the postings to the Union. The Union agrees that our membership will assist in administering and posting the delivery of any such job postings in any way possible. The Union will not file any grievance or claim against G4S in relation to this article. Good faith includes evidence that emails or delivery of postings were made but were not posted by a Union member.

**(iii)** The Company shall notify the Shop Steward not less than forty-eight (48) hours prior to commencing work at a net new job site.

**(iv)** Job postings shall contain a detailed description of the qualifications, duties and pay rate for the job being posted.

12.02 In the event that two (2) or more employees apply, the Company shall use seniority as the governing factor where the skill, qualifications, merit and ability of the applicants are relatively equal in the Company's judgement. If no applications are received from employees who the Company considers are qualified, the Company shall have the right to hire from outside the bargaining unit.

The Company agrees to post a quarterly training schedule at company's operations/ personnel office, and will also provide a copy to the Union. Employees will be required to possess the requisite training prior to applying to any suitable postings. If an employee wishes to obtain additional training to meet the requirements of a job posting they will be allowed to attend the training on their own time.

- 12.03 (a) The Company will post the name of any successful applicant in the same location as all of the original job postings not later than ten (10) working days following expiration of the posting period. Employees may also contact a designated coordinator at the Company's Operations Office by telephone to check on the name of the successful candidate for a job posting during regular office hours.
- (b) The Company shall also create a job bidding waiting list which employees can add their name to be considered for future job postings. Employees wishing to be considered for future postings shall be permitted to contact the designated coordinator for each of the Company's operations offices and advise the coordinator of the desired site and or regional area the Employee would like to bid for a job and the desired pay range the Employee is seeking. Once on the list the Employee's name will be automatically added to any relevant posting for a period of twelve (12) months from the date they add their name to the list. A written copy of the Employee's request shall be forwarded to the Employee within seven (7) days of the Employee's request.
- (c) Upon expiry of the posting, the Company shall send a copy of the signed posting to the local shop steward.
- 12.04 It is agreed that successful applicants for a posting shall not be permitted to reapply for another job for a period of two (2) months without Company approval.
- 12.05 The Company shall have the right to remove a successful applicant for a job within the first thirty (30) days if he is unable to properly perform the job.
- 12.06** The job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy.
- 12.07** The Company shall include a reasonable description of job duties on each job posting.



**ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 The Company may grant a leave of absence without pay, for up to a maximum three (3) months. The employee must put their request in writing and submit the request a minimum of four (4) weeks before the requested leave. Management may approve the leave if it does not unreasonably interfere with the efficient operation of the business. Employees will be entitled to one (1) such leave for the duration of the collective agreement.
- 13.02 Any permission for leave of absence must be given in writing. The Company will give such permission within seven (7) business days of receiving the Employee's written request. The Employee shall continue to accumulate seniority during the period of such authorized leave.
- 13.03 The Steward shall be granted unpaid leave of absence without loss of seniority to attend conventions or other official Union business. Such leaves shall be limited to ten (10) working days per contract. Leave shall be granted provided that written request for it is made at least seven (7) days prior to the start of such leave and provided that the leave does not interfere with the Company's operations.
- 13.04 Leave of absence without pay will be granted for a period of up to one (1) year to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence will be extended from year to year. Should the employee wish to conclude his leave of absence prior to the agreed expiry of the leave, he will provide three (3) weeks notice to the Company before returning to work.
- 13.05 In the event that the Company cancels an authorized leave of absence, or in the event that the Company fails to properly respond to a legitimate request for such a leave as per the terms of this agreement any losses incurred by the Employee as a result of such cancellation or omission shall be borne by the Company.

**ARTICLE 14 - HOURS AND LOCATION OF WORK**

14.01 (a) The Union agrees that the Company maintains the right to average hours of work consistent with the applicable laws and statutes for Ontario and the Canada Labour Code. Overtime at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay will be paid as per as per the terms of the agreement.

Averaging Agreements will be specific and must indicate the threshold period of hours, before calculating overtime pay. This will include the number of weeks to be averaged and expiry date, in accordance with ESA or CLC.

(b) For sites not assigned an averaging agreement, overtime at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay to all employees who work in excess of thirteen (13) hours per day.

(c) The Company shall pay an employee required to work a shift longer than thirteen (13) hours a twelve-dollar (\$12.00) meal allowance.

(d) The Company shall make every effort to ensure that full-time employees are offered not less than thirty-three (33) hours per week.

(e) If an Employee is asked to do an extra or overtime shift at a site other than their own, the employee shall be paid at their regular site rate or the specially assigned site rate whichever is greater. (This does not apply to Employees who are regularly scheduled at more than one site.)

14.02 The Union and the employees recognize that the nature of the Company's operations frequently requires overtime work to be performed. Overtime work assignments shall be offered within the location order of seniority.

14.03 It is agreed that there shall be no pyramiding or duplication of overtime or premium or statutory holiday pay rates under this Agreement. Where two (2) or more premium pay provisions are applicable, only the greater provision shall be paid.

### **Suspensions**

14.04 Nothing in this article shall be construed to prevent the Company from suspending and/or holding an employee out of service pending an investigation or disciplinary meeting. The employee may be held out of service pending investigation for a period not to exceed five (5) consecutive calendar days. During the investigation period the employee will not incur loss of pay unless the results of the investigation results in suspension. Loss of pay that exceeds an assigned suspension penalty will be returned to the employee.

### **Miscellaneous**

14.05 No employee shall be required to perform any janitorial duties other than to ensure a neat and tidy workspace with the exception of any site under contract with G4S at the time of ratification.

14.06 In the event that an employee is required to remain past the end of his shift, and where public transit becomes inaccessible as a result of being required to remain at his post, the company shall provide transportation for the employee to his home within a reasonable time frame.

14.07 If an employee's relief is late, the Company shall make every effort to ensure an alternate relief will be on site no later than one (1) hour after the end of the regular scheduled shift.

14.08 When an employee accepts an Ad Hoc shift, which requires the employee to give up a regularly scheduled shift, the Company will indemnify the employee in the event the Ad Hoc shift is shortened through no fault of the employee or Company. Indemnify means to ensure the employee receives hours not less than their regularly scheduled shift.

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 For the purposes of this Agreement the following days will be recognized as holidays for sites operating to the provincial standards (ESA):

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

For Federal Sites the Canada Labour Code regulations will apply for Statutory Holidays.

(b) The Company shall pay all full-time seniority employees a regular shift pay on August Civic Holiday.

15.02 The Company will pay each active full-time employee who has completed his probationary period, his normal shift's pay at his regular hourly rate for each such holiday.

For the purpose of greater certainty a "Normal Shift" shall be determined as the hours an employee is regularly scheduled for. For example: If an employee is scheduled for a 12 hour shift, a regular day shall be determined to be 12 hours. In the event that an employee works an irregular number of scheduled hours, for example some shifts at eight hours and some at twelve hours, a regular day shall be calculated using the Employments Standards Act.

15.03 If any of the above holidays fall within an employee's vacation period, the employee shall receive another day off with pay immediately following his vacation. The Company may agree to grant the lieu day off immediately preceding the vacation period.

## **ARTICLE 16 - PAID VACATIONS**

16.01 An employee in the active employ of the Company shall be entitled to an annual paid vacation pay on the following basis:

- (a) Employees having less than one (1) year of service shall receive vacation pay, in accordance with the provisions of the Employment Standards Act.
- (b) An employee with more than twelve (12) months continuous service with the Company 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 with the Company 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 with the Company shall be entitled to four (4) weeks vacation at eight percent (8%) of his gross earnings.
- (e) All employees, as of the date of ratification, that have achieved entitlement of five (5) weeks' vacation at (10%) of their gross earnings, shall be "grandfathered" and will continue to maintain this benefit.

Note: For the purpose of determining vacation entitlement "continuous service with the Company" for vacation entitlement, beyond ESA standards, it is credited on service with G4S and not prior service with another provider. The Company reserves the right, in consultation with the Union to waive this, at any time during the duration the agreement.

16.02 For the purposes of determining increased vacation entitlement, the appropriate date shall be the Guards' anniversary date of each year.

16.03 An employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.

16.04 Time off for vacation must be taken in accordance with provisions of ESA.

16.05 (a) Requests for vacation time shall be made in writing to the local Branch Office at least fifteen (15) calendar days in advance of the start of the vacation. The Company will

provide written confirmation of all vacation requests within five (5) business days of receiving the original vacation request.

(b) Employees may request up to two (2) time per year, vacation pay that is in excess of the ESA minimum requirement.

16.06 The employer shall allow a maximum of twenty-five (25%) percent per classification, of the total full-time workforce by site/location off on vacation during any one week provided the operations of the employer are not disrupted.

### **ARTICLE 17 - HEALTH AND WELFARE**

17.01 Effective ratification, the Company will contribute eighty cents (\$.80) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2020 The Company will contribute eighty-five cents (\$.85) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2021 The Company will contribute ninety cents (\$.90) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

17.02 Effective upon ratification the employer will contribute a total of twelve cents (\$.12) per hour worked to the Union Education Fund for each hour worked for both full-time and part-time employees.

Personal Emergency Leave (PEL) / Sick Leave

- 17.03 (a) Effective January 1, 2019, All full-time seniority employees who were employed with the Company prior to March 1, 2015 are entitled to a maximum of forty (40) hours PEL/Sick Leave per calendar year. All PEL/Sick Leave will be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay. The PEL/Sick time shall not be cumulative from year to year.
- (b) Effective January 1, 2019, Full-time employees who have completed one (1) year of employment, with G4S, shall be entitled up to a maximum of thirty-two (32) hours PEL/ Sick leave per year. All PEL/Sick Leave will be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay. The PEL/Sick time shall not be cumulative from year to year.
- (c) A full time employee may claim PEL, as per the standards set in ESA, for personal illness, injury or medical emergency. The Company maintains the right to request the necessary documents in the support of the PEL request and/or Sick Day.
- (d) Part-Time employees shall be granted Personal Emergency Leave, as per the ESA regulations.
- (e) For purposes of considering transfers under the Building Services Act, individuals will not be entitled to PEL/Sick Leave, until achieving one (1) years' service with G4S.
- (f) All days paid under PEL/Sick Days will account toward the total ESA standards of 10 unpaid days per calendar year.

### **UNION RRSP**

17.04 The Company agrees to make payroll deductions by request of any employee for the purpose of contributing to a group RRSP. The deduction will be by request. Employees will be permitted to request a deduction amount once annually and to change the contribution amount once each calendar year. The employee has the right to stop the

deduction at any time. The group RRSP will be administered by a third party and the Company in no way shall be held accountable for the actions of the third party company.

#### **ARTICLE 18 - PAY FOR INJURED EMPLOYEES**

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

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

#### **ARTICLE 19 - CALL-IN PAY**

19.01 When an employee is called back to work after the conclusion of his regular shift and he has left the Company premises, he shall receive a minimum of four (4) hours work or four (4) hours pay at his regular hourly rate.

19.02 If scheduled hours are taken away from an employee with less than twenty-four (24) hours notice, the employee shall be paid four (4) hours pay at the regular hourly rate or receive a minimum of four (4) hours work at an alternate job site.

#### **ARTICLE 20 - REPORTING PAY**

20.01 An employee reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless he is returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at his regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

#### **ARTICLE 21 - BEREAVEMENT LEAVE**

21.01 In the event of the death of an employee's immediate family member (child, spouse, [Includes Common law spouse or same sex partner] father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and



grandchildren), the Company shall grant bereavement leave for the next four (4) scheduled working days for full time employees, and the next two (2) scheduled working days for part-time employees. If the employee has completed their probationary period of ninety (90) days this leave shall be with pay. Bereavement leave will normally commence on the day immediately following the death. Subject to approval of the Company, this leave may be deferred to include the funeral should the funeral not take place within the four days immediately following the death.

21.02 Employees may be granted a leave of absence without pay for one day (within 150 kms of the Employee's residence) to attend the funeral of a relative outside the immediate family. An additional day may be granted if the travel exceeds 150 kms from the Employee's residence.

#### **ARTICLE 22 - JURY DUTY AND CROWN WITNESS PAY**

**22.01** If an employee is called for jury duty or subpoenaed as a witness to give evidence on behalf of the Crown, he shall receive a regular day's pay for each day to a maximum of three (3) weeks he is absent from his scheduled work provided that he signs over to the Company any jury duty fee or witness money he has received from the Court, less any receipted meals.

**22.02** If an employee is excused from jury or witness duty for one (1) or more scheduled work days due to Court adjournment or other reasons, the employee must report for work on his regularly scheduled shift.

#### **ARTICLE 23 - BULLETIN BOARD**

23.01 The Company will provide a bulletin board with a lock in the Company's Operations Office and wherever possible at each work site for the convenience of the Union in posting notices of union activities. All such notices must be signed by an authorized

Guard of the Union and submitted to the Manager and/or his authorized representative for approval before being posted.

#### **ARTICLE 24 - HEALTH AND SAFETY**

- 24.01 (a) The Company shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules, and shall have the right to make recommendations to the Company respecting the safety and health of employees.
- (b) The Company will ensure that every employee is provided shelter, heat, clean, safe and operating toilet facilities, and accessibility to two-way communication on all sites. In the event that a site does not have a telephone the employee shall be permitted to book on via the alternate two-way communication provided by the company.
- (c) The Union will assist in the nomination, election or appointment of members on the joint health and safety committee.
- (d) The Company will provide seniority employees with any and all uniform items at no cost to the Employee. Each uniform shall include but is not limited to the following items, which must be worn during working hours as a condition of employment. The Company shall ensure that all uniform items fit properly, are in good repair and provide authorized tailoring at no cost to the employees.
- 24.02 (a) The Company shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Company. Such uniforms shall remain the property of the Company and must be returned upon an employee leaving the Company. All uniform items including shirts shall be replaced on a one to one basis, only when deemed appropriate by Management. The Company shall direct the appropriate uniform dress code. When issuing uniforms the Company will consider and ensure that uniforms are appropriate to the working conditions. This includes proper quality and quantity for

the site assigned. Any new uniform items required by the employee shall be delivered to the sites or made available for pick-up at the branch office as per the employees request and during regular office hours. The Company will not issue any uniform item that was worn previously with the exception of outer wear, which will be issued in good repair and dry cleaned. The Company shall ensure maternity and unisex uniform items will be made available to employees.

- (b) The Company also agrees that any reasonable uniform alterations including but not limited to the replacement of the Company flashes shall be paid for by the Company, provided authorization is received prior to such alterations and upon presentation of a proper receipt for such approved alterations.
- (c) Worn or damaged items including uniform shirts shall be replaced on a one for one trade in basis.
- (d) If rainwear and/or reflective safety vests are necessary, the Company will provide suitable sizes and quantity on each site. Uniform items will be replaced on a one for one trade in basis when required due to normal wear and tear.
- (e) The Company agrees to allow employees the right to remove ties in hot weather from May 24 to September 1. This does not apply to air conditioned work places. Employees may unbutton one top button only. The employer will recognize exceptional circumstances to this rule on a case by case basis.
- (f) Any new uniform items required by the employee shall be delivered to the sites or made available for pick-up at the branch office.
- (g) The Company agrees to negotiate a bulk dry cleaning rate for each of it's branch offices. Each January the Company agrees to mail a list of dry cleaners to the Union office and each shop steward.

- 24.03 The Company will refund the required uniform deposit (\$150.00) following one (1) year of service.
- 24.04 The Company agrees to supply at no cost to the employee, flashlights, hard hats and safety glasses for those employees that require same during the course of their duties.
- 24.05 The Company agrees to provide updated post orders at each site.
- 24.06 The Company shall provide, effective January 1, 2019, a shoe allowance for the purpose of providing one (1) pair of black polishable CSA approved safety footwear. Upon presentation of an original receipt up to a maximum of one hundred and seventy dollars (\$170.00) every twenty-four (24) months, (on employee service anniversary or 24 months from last purchase) to all employees, who have completed their probation. The reimbursement will be on the employee's next available pay. Upon determination by the Company a requirement to wear specific footwear is part of their regularly issued uniform articles. If an employee leaves less than 12 months from receiving the shoe allowance they will be responsible for repayment of 50% of the purchase price.
- 24.07 The Company shall provide each employee who is issued handcuffs, or is required to use handcuffs as part of their regular duties two (2) tactical handcuff keys. Employees will be responsible to replace lost keys.
- 24.08 The Company shall ensure that a Dispatch Guard is available and on-call twenty-four hours per day, seven days per week, in the event that any employee requires assistance in relation to their work site.
- 24.09 No employee shall be required to shovel snow beyond their immediate personal work area or where required to ensure the employee's personal safety.

#### **ARTICLE 25 - VEHICLE ALLOWANCE**

- 25.01 Where the Company requires that an employee use his/her personal vehicle while on duty, the Company will pay the employee a premium of Two dollars and fifty cents

(\$2.50), January 1, 2020 – Two dollars and seventy-five cents (\$2.75), then January 1, 2022 – Three dollars (\$3.00) per hour to cover gas, maintenance and insurance. The Vehicle allowance shall be paid as a job expense. The Company shall provide a T2200 or whatever subsequent form may be required by Revenue Canada to all employees upon request.

25.02 Where an employee is required to attend the Company's office and as such are required to pay for parking such parking fees shall be reimbursed by the Company. This shall not apply to disciplinary meetings.

25.03 Where an employee is required to operate either their own vehicle or a Company vehicle during the performance of his duties, and where damage is caused to such vehicle as a result of mischief or by way of a collision for which the Employee is not responsible, the Company shall pay for any damage to an employee's vehicle or shall not hold the Employee responsible for costs of damage to the Company vehicle.

#### **ARTICLE 26 - HARASSMENT**

26.01 The employer and the Union recognize that each individual has the right to work in an atmosphere free from harassment. Harassment whether verbal or physical, is degrading and will not be tolerated.

A grievance under this clause will be handled with all possible confidentiality. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim.

#### **ARTICLE 27 – RETENTION**

27.01 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.

**ARTICLE 28 – FINAL OFFER SELECTION**

**28.01** The employer and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Employer and the Union further agree to negotiate in good faith with a view to reaching agreement on renewal of said existing Collective Agreement.

**28.02** The Employer and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

**28.03** Should the Employer and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lock out. All outstanding matters shall then be submitted to final offer selection as hereinafter provided:

(a) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse. Each of these proposals shall then be placed into either a monetary grouping or a non-monetary grouping.

(b) The Selector shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request the Ontario Labour Relations Board to make the appointment.

(c) The Selector shall receive a written statement or brief from the Employer and the Union outlining their respective positions on each of the groupings referred to in (a) above within fourteen (14) days of his or her appointment, and shall select either the entire Employer position or the entire Union position for each of the groupings as the basis for settlement.

(d) The Employer and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.

(e) The Selector shall render his or her decision within twenty-eight (28) days of his or her appointment and said decision shall be final and binding on all parties to this Agreement.

(f) The Employer and the Union shall pay the cost of their witnesses if required. The Employer and the Union shall equally share the cost of the Selector.

**28.04** This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Employer and the Union.

**ARTICLE 29 - DURATION**

29.01 The Collective Agreement shall be effective from March 01, 2018 to February 28, 2022 and shall continue in force from year to year thereafter unless written notice to bargain is given not more than ninety (90) days before the expiry date by the party desiring change. On receipt of such written note, the parties agree to meet and bargain in good faith to reach a renewal Collective Agreement.

29.02 Should the Company and the Union reach an impasse in direct negotiations and they mutually agree to submit all outstanding matters to Final Offer Selection, it shall be done so as set out in Section 28.

Dated at Toronto on the \_\_\_ day of \_\_\_\_\_ 2019.

On behalf of the Company:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

On behalf of the Union:

\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
**CARL R. HUBBELL**  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE "A"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: Wages Rates and Classifications / Schedule A**

A1. The parties agree to the following wage rates and classifications:

**Security Guard (Level One)** is a Security Guard employed by the Company who has completed their probationary period.

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

**Security Guard (Level Two)** is a Security Guard employed by the Company who has attained two years seniority or over four thousand hours with the Company whichever occurs first.

Security Guard Level Two will receive not less than sixty-five percent (65%) of the bill.

**Security Guard (Level Three)** is a Security Guard employed by the Company who has attained four years seniority with the Company or eight thousand hours which ever occurs first.

Security Guard Level Three will receive not less than seventy percent (70%) of the bill.

**Security Guard (Level Four)** will be an employee that has special site specific qualifications and assigned to a site determined to be a level four site by mutual written agreement of the parties of this agreement. Security Guards assigned to a level four site shall be deemed to be assigned to a premium site; therefore the corresponding pay rate will be considered a temporary premium for as long as they are assigned to the site. A level four site will not be considered the Guard's regular rate. In the event that a level four site is lost or cancelled or the Security Guard is removed from the site through no fault of their own, the Company shall assign the Guard to their last highest rate of pay prior to being assigned to the level four site. In the event that an employee has started at a level four site and he/ she has been removed from a level four site, he/ she will be

offered a site and will be paid in accordance with his/ her seniority in the collective agreement.

The parties agree that the wage formula above shall be maintained during the term of this Agreement. Any bill-rate increase from the client shall be passed on to the Security Guards on a pro-rata basis.

#### **Level 4 committee**

##### Committee Composition

The parties agreed that the committee shall be comprised of representatives from the following areas:

Greater Toronto Area	2 Representatives
Ottawa	1 Representative
Sudbury (Northern Ontario)	1 Representative
London	1 Representative
Windsor	1 Representative
Niagara (including Hamilton)	1 Representative

The total committee composition will be seven (7). The Union maintains sole discretion of appointing members to the committee and shall notify the Company in writing of any changes to representatives of the committee.

Any meeting of the committee will require a quorum of five (5).

Quarterly meetings of the committee will be conducted on the first Friday of May, August, November, and February. Meetings will only be conducted if required. Specifically, only if an application has been made by the Company to establish a new level 4 site, or an application is made by the Union to revoke a level 4 site status.

In the event that fourteen (14) days prior to the meeting date no application is made by either party the quarterly meeting shall be cancelled. Cancellation should be made in writing however telephone confirmation by either party is acceptable.

#### Committee Compensation

Level 4 Committee meetings shall be held in the Greater Toronto Area. The Company shall pay for the committee members lost wages. This includes any and all lost wages related to travel and attendance of level 4 meetings. In the event that committee members are required to attend on unscheduled days, the Company shall compensate members at their regular hourly rate of pay for eight (8) hours. It is understood that pay for attending a committee meeting shall not be used in calculating overtime entitlement.

The Union shall compensate committee members for travel expenses and accommodations and any expenses related to the same.

The Union and the Company shall split the cost of meeting facilities including refreshments, lunch and ancillary costs related to same on an alternating basis.

The Company upon acquiring an account or site they wish to be deemed a Level 4 site shall complete the Level 4 Site establishment form. This form shall include the address, the name and the particulars of the site (i.e. hours of work, number of hours etc.) and the reason why the Company feels the site should be determined a Level 4 site. The form shall then be presented to not less than two (2) current members of the Level 4 Committee who if they are in agreement will sign the form authorizing the Company to operate the site as a Level 4 site until the next formal meeting of the Level 4 Committee.

#### **Level 4 Criteria**

In order to be determined a Level 4 Site the criteria for determination is “any site with an exceptional pay rate based upon qualifications and/or higher training requirements and/or site-specific training and/or unusual site responsibilities or duties.”

A2. The Company will permit pre-arranged inspection of the Company's billing rates to its clients for verification purposes to the President of the Union or his designate, in the presence of the Employer's Branch Manager or his designate. Such access is limited to normal business hours at the Company's Branch Office. At least forty-eight (48) hours notice will be given.

It is agreed that the Union President or his designate will not disclose to any person or entity, the names of the Company's clients, their billing rates, or any other proprietary or confidential business information that they learn directly or indirectly as a result of such access.

- A3. The parties agree that there will be no wage roll-back if Security Guards are being paid over the job rate, **at the specified site.**
- A4. Probationary employees may receive up to one dollar (\$1.00) less than employees who have attained seniority.
- A5. The Company agrees to pay all senior employees at their regular hourly rate of pay for any training where the employee must attend including any such training which will result in a change in job status for an employee where they do not take such training.
- A6. The Company agrees that no payroll deduction will be made unless written consent has been given by the employee, except for payroll error corrections where the employee is notified prior to the deduction.
- A7. The Company agrees to correct and payout any payroll error greater than twenty-five dollars (\$25.00) within three (3) business days. Vacation pay errors shall be considered payroll errors.
- A8. Whenever the Company obtains further contracts to provide security services at sites that were covered by a collective agreement with another union immediately prior and which now shall be covered by this Collective Agreement, the Company shall pay to the

guards working at such sites the higher of either the wage rates provided under this agreement or the former collective agreement with the other union.

- A9. The Company shall provide a telephone number to contact a payroll specialist in their area if they require assistance reading their pay-stub. In addition the Company shall annually distribute a detailed synopsis of how to read the pay-stubs as well as review the payroll practices with each employee during orientation. For Employees hired before June 1, 2008, provided they have put in writing within sixty (60) days of ratification, a printed copy of their pay-stub. If the office is within 40 klm of their site the employee can pick up their stub, if outside the 40 klm radius G4S will mail to the home address on file.
- A10. No employee shall be required to deliver any documents to the Company's Operations Office unless they are paid for time and mileage to do so.
- A11** The Company shall make every effort to update the post orders annually. In the event of a discrepancy between the post orders and the actual work performed on a site the Union can request a Labour / Management meeting be convened to resolve the discrepancies.
- A12** If the Company requires a driver's abstract from any employee they shall pay any and all fees associated with obtaining such abstract.
- A13** Where an employee is charged criminally or where any cause of action is brought against any employee in relation to their employment, through no fault of the employee, the Company shall pay for the employee's legal representation.
- A14** No Employee shall be required perform any work normally performed by a person who is lawfully on strike.
- A15** Any and all discipline shall be removed twelve (12) months from the date of issue.

**A16** The Company will create a pass-on book for each permanent site where possible, in order to allow guards to pass on important information to future guards and consecutive shifts. It will be the responsibility of the guards to keep pass-on books updated.

**SCHEDULE "B"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: Billy Bishop / Schedule B****1.0 Scope**

Both the Union and Company acknowledge that The Company's primary function is to provide and coordinate specialized services to G4S clients across Canada.

- 1.1 The Company and the Union recognize that the guarding services currently provided by G4S are limited to a single permanent specialized contract with Billy Bishop Airport. The Company has no direct control over the location or hours of work provided by the client.
- 1.2 The Company and the Union recognize that the Company's contract with the Billy Bishop Toronto Centre Airport is unique in terms of the scope of work being conducted and the selection criteria required by the terms of the contract and therefore will be classified as a level four site.
- 1.3 The Company and the Union agree that any future contracts commenced by the Security Division after ratification, will be subject to the express terms and conditions of the collective agreement including the recognition and scope article.

**2.0 Hours of Work**

The Union understands that due to the contractual agreement the Company has no control of the hours of work provided by the Billy Bishop Toronto Centre

Airport. Hours of work may be reduced or increased at any time during the term of the contract.

- 2.1 In the event site hours of work with the contract are decreased, senior site employees will be given priority over junior and probationary site employees.
- 2.2 In the event of a decrease in site hours, seniority site employees will be provided with the option of accepting or declining hours of work outside of their respective regular geographical areas of work.
- 2.4 In the event that hours of work are increased seniority employees working will be given first right of refusal over junior employees to accept the additional hours, without incurring any overtime.
- 2.5 The Union and the employees recognize that the nature of the Company's operations frequently requires overtime work to be performed. Overtime work assignments shall be offered within the location order of seniority.
- 2.6 It is agreed that there shall be no pyramiding or duplication of overtime or premium or statutory holiday pay rates under this Agreement. Where two (2) or more premium pay provisions are applicable, only the greater provision shall be paid.

### **3.0 Employee Removal**

In the event that an employee is removed from the contract, at the discretion of the Company or due to contractual obligations; or in the event the contract is lost or cancelled the employee will be offered.

- (a) Work at any short term uniformed guarding contract that the Division has at the time of removal, contract loss or cancellation, providing that the



employee is qualified and licensed to perform the duties required as per the terms of the contract.

- (b) Subject to acceptance, transfer to any G4S branch.
- (c) Termination in accordance with the terms and conditions of the Canada Labour Code.
- (d) In the event an employee is removed from the Billy Bishop Toronto Centre Airport contract under circumstances that results in a grievance being filed, the grievance shall be considered a grievance at step 2 of the grievance procedure within the collective agreement.

#### **4.0 Wages following removal.**

The Union understands that the Billy Bishop Toronto Centre Airport contract is a premium contract and therefore the wages paid to employees will only be paid at the respective rate while the employee is assigned to the contract. In the event that the employee is removed from the contract, the employee will receive their last rate of pay prior to their assignment to the Billy Bishop Toronto Centre Airport, or the contract rate based on Schedule "A" for any future permanent or short term contract to which they are assigned.

#### **5.0 Meal Periods**

Employees shall be permitted to take meal periods in accordance with the terms and conditions of the Canada Labour Code subject to the approval of the Supervisor and with due consideration to the business conditions at the Airport. Meal periods shall be with pay. Employees shall not leave their assigned location of work during their breaks, and shall be available to perform work during their

breaks in the event of an emergency or circumstances beyond the Company's control.

## **6.0 Benefits**

**Effective ratification**, the Company will contribute (\$.80) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2020 The Company will contribute sixty-eight cents (\$.85) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2021 The Company will contribute seventy cents (\$.90) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies..

## **7.0 Labour Management Meetings**

The Union and the Company agree that good Labour relations are paramount. Therefore in the effort to ensure and encourage strong communication between the membership and the management, the Union and the Company shall endeavor to schedule quarterly Labour/Management meetings, as required.

## **8.0 Wages and Overtime**

- i) Wages are defined by Schedule A.
- ii) Overtime – as per Federal Labour Code.

- iii) For the purposes of Schedule “B” the following days will be recognized as holidays:

New Years Day

Family Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Remembrance Day

All employees' that are part of schedule “B” and who have passed probation qualify for the statutory holidays as above, except for the August Civic Holiday.

**SCHEDULE "H"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: Hospital Sites / Schedule H**

- H1. The company will ensure that universal precautions will be provided to all employees assigned to a hospital. Proper and adequate training on the use of the equipment shall also be provided at no cost to the employee.
- H2. Every effort will be made by the Company to ensure that patient watch shifts shall not exceed eight hours per day, and in the event that multiple patient watch assignments are being performed at the same time within the same hospital, the employees will be rotated on an hourly basis whenever practical.
- H3. If not provided by the client the Company will supply on a "sign-out/sign-in" basis, a universal precaution kit consisting of the following: eye protection, one (1) mask, one (1) pair of gloves.
- H4. Patient watch staff shall be paid a standby fee of fifty dollars (\$50.00) per day to be on call.

**SCHEDULE "I"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: CBSA Toronto Immigration Holding Centre / Schedule I**

**Probationary Employees**

- a) All employees assigned to the CBSA contract must and have been successfully cleared by the Government of Canada to work at the site through Public Works and Government Service Canada - Canadian Industrial Security Directorate, (PWGSC)
- b) Probationary employees shall be paid the probationary rate for the first 90 Calendar days. In the event that an employee is declined certification by PWGSC that employee shall be reassigned to another site under the terms and conditions of the Collective Agreement.

**Level One Guards**

A level one guard shall be deemed as any employee who has successfully completed ninety calendar days of employment at the CBSA

**Level Two Guards**

A Level Two guard shall be deemed as any Guard assigned to CBSA that has successfully completed the Basic Site Orientation Program, Crises Management Training, Use of Force Training, Handcuff Certification, and possess a current First Aid and CPR certificate,

**Level Three Guards**

A Level Three guard shall be deemed as any guard assigned to CBSA that has successfully completed the Certified Protection Officer Training and/or Canadian General Standards Board and the CBSA Training Program.

**Equitable Distribution of Overtime**

Effective February 28, 2012 the company agrees to establish a list of employees who wish to be available for overtime shifts. The employee shall in writing advise the company as to their availability. Such written notice shall remain in effect until the employee advises the company in writing to rescind such notice.

When overtime becomes available at the site the company shall schedule any such overtime starting with the senior most employee and proceeding to the least most senior employee recycling to the beginning when the list is exhausted. The next subsequent overtime shift that becomes available shall be offered to the next to last employee on the overtime availability list. The company shall continue to offer overtime in a cyclical fashion for the remainder of this agreement.

The Company will not assign an Averaging Agreement for overtime unless the process and standards have been met under the Canada Labour Code.

**Job Posting**

The company shall post any open position (an open position is any job that shall remain open for greater than 30 days) or new jobs or open positions for five days at the TIHC and the Niagara Transport Office. The company shall provide a job-bidding box at both locations, which the shop stewards shall maintain. Upon the closing of a job posting the shop steward shall collect any and all applications, sign and date each and present them to the company to award the position. Jobs shall be awarded to the most senior applicant provided the applicant possesses the requisite skill and ability to do the job.

**No Call List**

The Company shall establish a no-call list for employees assigned to the CBSA contract. Employees at the CBSA shall be allowed to notify the company in writing that they do not wish to be called for overtime or extra shifts outside of the CBSA site. Employees who notify the company in writing shall be required to notify the company again in writing if they wish to reverse their position.

**Training Rate**

All training shall be paid at the Provincial Minimum wage. Mandatory, site-specific training, shall be paid at the regular site rate for all employees who were assigned to the CBSA contract prior to April 1, 2010.

**Removal from Site**

It is expressly understood that any employee who can not maintain or be recertified in one or more of the above specified criteria, and/or can not maintain a Provincially issued Security Guard licence and/or Is removed from the site due to disciplinary reasons shall be deemed to have been removed from a Level four site under the terms and conditions of the current collective agreement.

Pay Rates			
	June 30, 2017		
Probationary Post Guard	\$13.19		
Level 1 Post Guard	\$13.75		
Level 2 Post Guard	\$14.33		
Level 3 Post Guard	\$15.46		
Post Guards (Red Circle)	\$16.32		

Red Circle employees are employees who were employed at the centre on April 1, 2010.

**SCHEDULE "T & S"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: CBSA Contract (Transport and Supervisors) / Schedule T & S**

**Equitable Distribution of Overtime**

Effective February 28, 2012 the company agrees to establish a list of employees who wish to be available for overtime shifts. The employee shall in writing advise the company as to their availability. Such written notice shall remain in effect until the employee advises the company in writing to rescind such notice.

When overtime becomes available at the site the company shall schedule any such overtime starting with the senior most employee and **preceding** to the least most senior employee recycling to the beginning when the list is exhausted. The next subsequent overtime shift that becomes available shall be offered to the next to last employee on the overtime availability list. The company shall continue to offer overtime in a cyclical fashion for the remainder of this agreement.

The Company will not assign an Averaging Agreement for overtime unless the process and standards have been met under the Canada Labour Code.

**No Call List**

The Company shall establish a no-call list for employees assigned to the CBSA as a supervisor or transport officer. Employees shall be allowed to notify the company in writing that they do not wish to be called for overtime or extra shifts outside of a specific position. Employees who notify the company in writing shall be required to notify the company again in writing if they wish to reverse their position.

**Job Posting**



The company shall post any open position (an open position is any job that shall remain open for greater than 30 days) or new jobs or open positions for five days at the TIHC and the Niagara Transport Office. The company shall provide a job-bidding box at both locations, which the shop stewards shall maintain. Upon the closing of a job posting the shop steward shall collect any and all applications, sign and date each and present them to the company to award the position. Jobs shall be awarded to the most senior applicant provided the applicant possesses the requisite skill and ability to do the job.

Pay Rates			
	June 30, 2017		
Transport Guards (Red Circle)	\$17.17		
Transport Guards	\$16.31		
Supervisors (Red Circle)	\$19.03		
Supervisors	\$18.17		

Red Circle employees are employees who **were** employed at the centre on April 1, 2010.

### **Training Rate**

All training shall be paid at the Provincial Minimum wage. Mandatory, site-specific training, shall be paid at the regular site rate for all employees who were assigned to the CBSA contract prior to April 1, 2010.

### **Removal from Site**

It is expressly understood that any employee who can not maintain or be recertified in one or more of the above specified criteria, and/or can not maintain a Provincially issued Security Guard licence and/or Is removed from the site due to disciplinary reasons shall be deemed to have been removed from a Level four site under the terms and conditions of the current collective agreement.

**SCHEDULE "L"**

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

**Re: LCBO / Schedule L**

**2.0 Scope**

Schedule L shall apply to all uniformed guarding and plain clothes guards assigned to the Retail Division of the Liquor Control Board of Ontario (hereafter the LCBO) across Ontario.

- 1.1 The Company and the Union recognize that the guarding services currently provided by the Company's Corporate Security Division is limited to a single permanent specialized contract with the LCBO's retail division. The Company has no direct control over the locations or hours of work provided by the LCBO.
- 1.2 The Company and the Union recognize that the Company's contract with the LCBO is unique in terms of the scope of work being conducted and the selection criteria required by the terms of the contract.

**2.0 Hours of Work**

The Union understands that due to the contractual agreement the Company has no control of the hours of work provided by the LCBO. Hours of work may be reduced or increased at any time during the term of the contract.

- 2.1 In the event hours of work with the contract are decreased, senior employees will be given priority over junior and probationary employees by area.

- 2.2 In the event of a decrease in hours, seniority employees will be provided with the option of accepting or declining hours of work outside of their respective regular geographical areas of work.
- 2.3 In the event that the senior employee voluntarily chooses to accept work outside his/her geographical area all associated travel, lodging and meal costs will be the responsibility of the employee.
- 2.4 In the event that hours of work are increased within a geographical area seniority employees working within that area will be given first right of refusal over junior employees to accept the additional hours.
- 2.5 In the event that a senior and junior employees working within a defined geographical area decline additional hours they will be offered to in order of seniority to employee of the nearest geographical area
- 2.6 In the event that a senior employee voluntarily chooses to accept the additional hours in another geographical area all associated travel, lodging, meal costs will be the responsibility of the employee.
- 2.7 Company will not use refusal of ad-hoc work to establish discipline.

### **3.0 Employee Removal**

In the event that an employee is removed from the contract, at the discretion of the Company or due to contractual obligations; or in the event the contract is lost or cancelled the employee will be offered.

- (a) Work at any short term uniformed guarding contract that the Division has at the time of removal, contract loss or cancellation, providing that the

employee is qualified and licensed to perform the duties required as per the terms of the contract.

- (b) Subject to acceptance, transfer to any G4S branch.
- (c) Termination in accordance with the terms and conditions of the Employment Standards Act.
- (d) In the event an employee is removed from the LCBO contract under circumstances that results in a grievance being filed, the grievance shall be considered a grievance at step 2 of the grievance procedure within the collective agreement.

#### **4.0 Wages following removal.**

The Union understands that the LCBO contract is a premium contract and therefore the wages paid to employees will only be paid at the respective rate while the employee is assigned to the contract. In the event that the employee is removed from the contract, the employee will receive their last rate of pay prior to their assignment to the LCBO, or the contract rate based on Schedule "A" for any future permanent or short term contract to which they are assigned.

#### **9.0 Meal Periods**

Employees shall be permitted to take meal periods in accordance with the terms and conditions of the Employment Standards act subject to the approval of the store manager and with due consideration to the business conditions at the store. Meal periods shall be with pay. Employees shall not leave their assigned location of work during their breaks, and shall be available to perform work during their breaks in the event of an emergency or circumstances beyond the Company's control.

**10.0 Labour Management Meetings**

The Union and the Company agree that good Labour relations are paramount. Therefore in the effort to ensure and encourage strong communication between the membership and the management, the Union and the Company shall endeavor to schedule a ~~monthly~~ quarterly Labour/Management meeting.

**11.0 Replacement of Damaged Equipment**

In the case of an altercation resulting from an active arrest, the Company shall pay for damaged mobile phones and/or eye-glasses to a maximum of one hundred and fifty dollars (\$150), when not covered by insurance. The company will make all reasonable attempts to repair, replace or compensate for clothing damaged during an active arrest on a case by case basis with proper proof provided.

LETTER OF INTENT

Between

G4S Security Services

And

UFCW Canada Local 333

The parties agree that in the case of future acquisitions by the employer of companies providing the same or similar security services, benefit contributions as per Article 17.01 shall not commence until one year from the date of acquisition.

For the Company:

For the Union:

---

---

---

---

**LETTER OF AGREEMENT**

Between

G4S Security Services

And

UFCW Canada Local 333

The Union and the Company agree that Pay Rate for employees with less than 5 years of service shall include 4% vacation pay and the Health and Welfare Benefit contributions as per Article 17.01 with the exception of level 4 sites, pay rates will be set after ninety (90) days.

The Union and the Company agree that Pay Rate for employees with greater than 5 years of service shall include 5% vacation pay and the Health and Welfare Benefit contributions as per Article 17.01 with the exception of level 4 sites, pay rates will be set after ninety (90) days.

For the Company:

For the Union:

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

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

Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

Re: CBSA / CBSA Transportation

The CBSA MOA will form part of the Collective Agreement; the parties have agreed to the following understandings with respect Wages and Civic Holiday:

1. Effective May 1, 2019 the Company will increase all employees assigned to CBSA a 2% wage increase, with the exception of the RED CIRCLED employees. RED CIRCLED employees will not receive an increase and will remain at the current rates of pay until the top Tier equalizes with the current RED CIRCLED RATE.
2. The Company, Union and CBSA bargaining Committee will meet in October 2019 for the purpose of agreeing on wage assignments for all remaining years of the Collective Agreement.
3. If the parties are unable to reach an agreement, October 2019, the parties will proceed to Interest Arbitration, with Brian Keller no later than February 2020. A preassigned Arbitration date will be set by the parties on or before ratification to ensure the arbitrator's availability.
4. CBSA Full Time employees (only) will continue to be eligible for the Civic Holiday Pay provided the Company is able to bill for the holiday to the client. If the Company is unable to bill for Civic Holiday in a given year, the employees will be informed prior, however the Company will not be required to compensate for the Civic Holiday. The Union has the right to confirm the client's response to the Company's request for payment and the denial.

Union

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

Company

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



Memorandum of Agreement  
Between  
G4S Secure Solutions (Canada) Ltd  
And  
UFCW Local 333

Re: IBM

The Union and Company will meet within 30 days, upon ratification of the agreement, for the purpose of discussing the assignment of new trainees to the "Security Command Center".

Union

---

---

Company

---

---