

**COLLECTIVE AGREEMENT**

**- Between -**

**LOGIXX SECURITY INC.**

**- And -**



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

**On behalf of its Local Union 9597-34**

**February 1, 2026 TO January 31, 2029**

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## DEFINITIONS

For the purposes of this Agreement and unless otherwise specifically stated, the following definitions shall apply:

1. "Days" means calendar days, unless specified otherwise in the collective agreement.
2. "Employee" means a member of the bargaining unit and includes:
  - (a) "Regular Full-time Employee" means an employee who is regularly scheduled to work between 32 and 40 hours per week, exclusive of meal periods.
  - (b) "Regular Part-time Employee" means an employee who is regularly scheduled to work less than 32 hours per week, exclusive of meal periods.
3. "Employer" means Logixx Security Inc.
4. "Holiday" means the 24-hour period commencing at 0001 hours of a day designated as paid holiday in this Agreement.
5. "Union" means USW.
6. "Work Week" is a seven day period commencing 12:01 am on Monday and ending 11:59 pm on Sunday. (Currently Friday to Thursday).

## **COLLECTIVE AGREEMENT**

Between:

### **LOGIXX SECURITY INC.**

(Hereinafter called "the Employer")

And:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION** (United Steelworkers) on behalf of  
Local 9597

(Hereinafter called "the Union")

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

- 1.01** The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and Union agree that it is in the best interest of both Parties to co-operate fully, individually and collectively and thereby agree to abide by the terms set out in this Agreement.
- 1.02** Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.03** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.
- 1.04** The Union acknowledges that the Employer and employees are required to comply with the Private Security and Investigative Services Act, 2005.

## **ARTICLE 2 - RECOGNITION & SCOPE - UNION RIGHTS AND RECOGNITION**

- 2.01** Logixx Security Inc. recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) ("the Union") as the exclusive bargaining agent for all employees in the town of Goderich, Ontario save and except supervisors, and those above the rank of supervisor.
- 2.02** The Parties mutually agree that Supervisors and those who act in a confidential capacity to labour relations are excluded. Furthermore, it is understood that bargaining unit work performed by the one (1) site supervisor will remain unchanged.
- 2.03** Security guards displaced as a result of a strike or a lockout at a client's site will be returned to their original site when the labour dispute is over.

## **CONTRACTING OUT**

- 2.04** The Employer agrees not to contract out any bargaining unit work except in cases where contracting out would not result in the loss of any bargaining unit jobs.

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

- 3.01** The Employer agrees that, during the term of this Agreement or any extension thereof, it will not cause or direct any lockouts of its employees and the Union agrees that during the lifetime of this Agreement or any extension thereof, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial.

## **ARTICLE 4 - EMPLOYER/UNION RELATIONS**

- 4.01** (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of

investigating and assisting in the settlement of a grievance. Members of the Union shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. They will be required to sign in upon arrival and be accompanied by a steward. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer where possible will make available to union representatives or stewards, temporary use of an office or similar facility. Discussions will not be carried on in the presence of clients.

- (b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. To implement this, the Union shall supply the Employer with the names of its officers and shall notify the Employer of the appointment of new officers, members of committees and Shop Stewards forthwith upon appointment. Similarly, the Employer shall supply the Union with a list of management and supervisory positions with whom the Union may be required to transact business.

## **RESPECTFUL WORK ENVIRONMENT**

- 4.02** The Parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion). Where an individual has legitimate cause for concern in relation to the above, the employee may file a formal complaint with either a designated member of the Union or management.

Within three (3) business days of receipt of the complaint, the receiving party shall advise the other party in writing of said complaint. Thereafter, the Parties shall jointly investigate the

complaint and the Employer shall prepare a report within seventeen (17) days of the filing of the complaint.

Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint. A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

## **LABOUR MANAGEMENT MEETINGS**

**4.03** Labour management meetings will be held on a quarterly basis, or as otherwise agreed by the Parties. The meeting will be held between two (2) representatives of the Union and two (2) representatives of the Employer.

The Parties will exchange proposed agenda items at least one (1) week prior to the meeting. A single agenda will be typed by the Employer and distributed to committee members prior to the meeting.

Immediately following the meeting, the Parties will compare notes and agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members.

## **ARTICLE 5 - SEXUAL & RACIAL HARASSMENT**

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

**5.02** For the purpose of the Article, "sexual harassment" includes:

(a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or

(b) implied or expressed promise of reward for complying with a sexually oriented request; or

(c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request or

(d) repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

**5.03** For the purposes of this clause, "Workplace Harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by the Employer, supervisor, or a coworker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of their race, sex, sexual orientation, colour, creed, religion, age, place of origin, ethnic origin, citizenship, disability, family status, marital status, record of offences, gender expression or gender identity.

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

Thereafter, the Parties shall jointly investigate the complaint within seventeen (17) days of the filing of the complaint. Within thirty (30) days of the joint investigation, the Employer shall prepare a report outlining their findings. Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint. A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

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

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

(b) that any employee who is found to have engaged in sexual or workplace harassment conduct be reassigned to another location or time of work without regard to the respondent's seniority.

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

## **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** The Union recognizes and acknowledges that the management of Logixx Security Inc. and its facilities and direction of the working forces are fixed exclusively with the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) Maintain order, discipline, efficiency and in connection therewith, to alter and enforce from time to time, Employer policy, reasonable rules, regulations, policies and practices to be observed by its Employees; and to discipline or discharge Employees for just cause in accordance with this Agreement.

(b) Select, hire, train and cross-train, transfer, assign to shifts, promote, demote, classify, layoff and recall employees.

- (c) Determine the location of the operations and their expansion or curtailment; the direction of working forces; the schedules of operations; the number of shifts; the methods and processes to be employed; job content; quality and quantity standards; the establishment of work or job assignments; the qualifications of an employee to perform any particular job; the nature of tools, equipment, and machinery used and new or improved methods, machinery and equipment; change or discontinue existing tools, equipment, machinery, methods or processes, decide on the number of employees needed by the Employer at any time; the number of hours to be worked; shift start and end times; the determination of financial policies including general accounting procedures; customer relations; and,
- (d) The sole exclusive overall operations of its premises, machinery, and equipment.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01** It shall be a condition of employment that every employee become a member of the Union in good standing. Every new, rehired and recalled employee must become a member of the Union on the date of hire, rehire or recall.
- 7.02** The Employer shall deduct Union dues including where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 7.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario,

M5L 1K1. A copy of the Dues Remittance Form R-115 will also be sent to any email provided by the United Steelworkers.

- 7.04** The remittance and the R-115 Form shall be accompanied by a statement containing the following information:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
  - (b) A list of the names of all employees from whom no deductions have been made and the reason why no deductions were made.
  - (c) This information shall be sent to both Union addresses in such form as shall be directed by the Union to the Employer.
- 7.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any action taken by the Employer in compliance with this Article.
- 7.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues, charitable deductions paid by each employee during the previous year.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01** The Employer acknowledges the right of the Union to appoint or otherwise select two (2) stewards / Negotiating Committee, and other authorized Union representatives for the purpose of representing employees in the handling of complaints and grievances.
- 8.02** The Union shall inform the Employer in writing of the names of the authorized stewards and officers and the Employer will not be obligated to recognize such stewards and officers until it has been so notified.

- 8.03** A steward shall obtain permission from the supervisor before leaving his work to perform the steward duties as described below. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- 8.04** If an authorized representative, who is not employed by the Employer, wants to speak to Local Union representatives and/or a Union member about a grievance or other official business, he shall advise the Supervisor or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with normal operations.
- 8.05** Each steward must be an employee of the Employer to which he refers labour relations matters, concerns, grievances or disputes on behalf of one or more employee of the Employer. It is further understood by the Parties that Union Officers (excluding stewards) and/or Local Union Executive regardless of their employers may on occasion where required handle the above-noted matters.

## **NO DISCRIMINATION FOR UNION ACTIVITY**

- 8.06** The Employer and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employees for reason of membership or activity in the Union.

## **UNION LEAVE**

- 8.07** Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union shall be entitled to a Leave of Absence for the period during which they are performing their duties. A request will be made in writing to the Supervisor at least thirty (30) calendar days before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.

**8.08** Employees taking leave of absence under this Article shall have the right at any time on giving thirty (30) calendar days' notice to return to their previous position at their previous work site.

### **TIME OFF FOR UNION BUSINESS**

**8.09** With reasonable written notice, leave of absence, without pay and without loss of seniority shall be granted for the purposes listed below. The Employer will make every reasonable effort to accommodate such leave and shall grant it subject to the ability to maintain the operational needs of the Employer.

1. To elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
2. For elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
3. To employees called by the Union to appear as witnesses before an arbitration board;
4. Employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and to meet with the Employer.
5. To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged

violation of this Agreement shall be adjusted as quickly as possible.

**9.02** It is generally understood that an employee has no complaint or grievance until he has first given his Supervisor an opportunity to adjust the complaint.

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

### **STEP ONE**

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

### **STEP TWO**

Within ten (10) working days after receiving the Supervisor's reply to Step One above and such response is not satisfactory, the grievance may be submitted to the Director of Operations or management designate who shall, within fifteen (15) working days hold a meeting between the employee and the Union grievance committee, not to exceed three (3) in number and the appropriate representatives of Management, in a final attempt to resolve the grievance. A Staff Representative of the Union and/or the Grievor may be present at this meeting if requested by either Party. The Director of Operations shall within a further ten (10) working days

give his decision in writing, on the grievance form and return it to the Union.

- 9.04** The Supervisor shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor first became aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered directory and not mandatory.
- 9.05** Employer grievances will be submitted directly to the servicing Staff Representative in the respective area.
- 9.06** All time limits in this Article may be extended by mutual agreement of the Parties.
- 9.07** All Policy grievances shall be submitted to the Director of Operation or their designate at Step Two and all Group grievances shall be submitted to the Director of Operations or their designate at Step Two within the time limits contained in Article 9.03.
- 9.08** Where stewards are required to attend meetings with the Employer outside of his regular hours of work, such time spent shall be considered time worked. For the purposes of the Article, call-in pay provisions in this Agreement shall not apply.

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

- 10.01** A claim by an employee that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Employer at Step Two within ten (10) working days after the employee receives notice that he has ceased to work for the Employer or has been notified of the suspension, as the case may be. Notwithstanding the time limits contained in Article 9.03 Step Two, the Parties will meet in attempt to resolve the grievance within five (5) working days of said grievance being filed at Step Two.

- 10.02** It is understood that an employee has the right to Union representation by a shop steward or other Union Officer when discipline is given. The Employer shall send a copy of any written discipline to the Union. Should the Employer fail to provide a copy of the discipline, the timelines found in Article 9.03 shall be waived.
- 10.03** All disciplinary notices on an employee's record shall be removed after fifteen (15) months.
- 10.04** A claim of suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee with full seniority and compensation for lost time, or by any other arrangements as to compensation or reinstatement which is just and equitable in the opinion of the conferring Parties, or in the opinion of the arbitrator.
- 10.05** It is clearly understood between the Parties that Probationary Employees may be discharged for reasons less serious in nature or deemed appropriate by the company.
- 10.06** An employee shall be granted access to his personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union Officer or Union Staff Representative.

## **ARTICLE 11 - ARBITRATION**

- 11.01** Either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing within twenty (20) days of the conclusion of the grievance procedure of its desire to submit the difference or allegation to arbitration.
- 11.02** When either Party to the Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other Party to the Agreement.

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

## **ARTICLE 12 - SENIORITY**

- 12.01** The Parties recognize that job opportunity and security shall increase in proportion to length of service. Seniority is the length of service with the Employer in the bargaining unit. Employees shall be credited with seniority equivalent to their length of continuous service since the last date of hire with the Employer including service prior to certification.

It is therefore agreed that in the cases for filling full-time and part-time within the same classification, layoff and recall after layoff, the senior employee, as defined in this Agreement, that have the skill and ability to meet the job requirements shall be entitled to preference in accordance with this Article.

## **PROBATIONARY EMPLOYEES**

**12.02** An employee shall be considered as a probationary employee until he has attained seniority status by being employed a total of ninety (90) calendar days or 288 hours, whichever is greater.

## **ENTITLEMENT TO SENIORITY**

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

**12.04 (a)** Seniority is the total of:

(i) Length of continuous service since the last date of hire for full-time and part-time employment with the Employer.

(b) Seniority shall be acquired once the employee has attained seniority status in accordance with Article 12.02 and it shall be retroactive to his last day of hire.

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

**12.06** "Union Officers" shall include Certified Health and Safety Representatives and Stewards.

## **LOSS OF SENIORITY**

**12.07** Employees shall lose their seniority and be deemed terminated for any of the following reasons:

- (a) If they voluntarily quit;
- (b) If they are discharged for just cause and not subsequently reinstated;
- (c) If they are laid off and fail to return to work within ten (10) calendar days after receipt of the Employer's notice by registered mail to return to work;
- (d) If they are laid off and the time elapsed from date of layoff is equal to their length of service or 12 months whichever comes first;
- (e) An employee who fails to report for duty for three (3) consecutive shifts without informing the Employer for their absence will be presumed to have abandoned their position.
- (f) Uses a leave for reasons other than authorized, or
- (g) Failing to return after an approved authorized leave.

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

Employees are required as a condition of employment to retain a valid security guard license and must provide a copy of same to the Employer. The Employer will advise the employee ninety (90) days before the expiry that they must have their license renewed. In the event an employee fails to retain a valid security guard license, as required under the Investigators and Security Guards Act of Ontario, 2005, as amended, *and the employee can demonstrate that the failure to renew was for reason beyond their control*, the employee will be afforded sixty (60) days where they will be held out of service to provide proof of a valid security guard license. Upon proof of a valid license the employee will be returned to work based on available vacancies.

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

## **SENIORITY LISTS AND EMPLOYEE LISTS**

**12.09 (a)** For the purpose of this Agreement:

- (i) A "seniority list" is a list including employee name, amount of seniority measured in accordance with this Agreement, full-time or part-time status; and
  - (ii) An "employee list" is a list which, in addition to the information contained on a seniority list, includes for each employee - address, postal code, home telephone number, including area code, Social Insurance Number, and classification where such exists. It is the employee's responsibility to inform, in writing, the Employer and the Union of his address, postal code, home and/or cell phone number including area code, and Social Insurance Number. An employee list will be submitted in alphabetical order by surname.
- (b)** Seniority list and employee list shall be updated shall be updated within ten (10) days of July 1st of each year, by the Employer and each updated list up to a maximum of one (1) copy per Union Office, shall be promptly:
- (i) Sent by e-mail to the Union Officers or representatives as designated by the Union;
  - (ii) Only seniority lists be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and

(iii) Made available to a Union representative at any time after making an appointment with the Employer.

(c) All seniority and employee lists shall be submitted electronically in an excel formatted spreadsheet. In addition, the Employer shall provide the Union with a complete monthly lists of newly-hired and terminated employees, including contact information, electronically in an excel formatted spreadsheet.

**12.10** The seniority list shall be posted by the Employer. Any objection to the accuracy of a posted seniority list must be lodged with the Employer within ten (10) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct.

## **LAYOFF**

**12.11** (a) The Employer shall first determine the number of positions to be affected. The Employer shall then issue notice of lay off and a record of employment with recall rights to the employee(s) at the site.

(b) All displacement rights under this Agreement are subject to the condition that the employee exercising those rights can fulfill the requirements of the job into which he seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.

## **NOTICE OF LAYOFF**

**12.12** (a) Permanent layoff is a layoff greater than thirteen (13) calendar weeks, otherwise it is a temporary layoff requiring no notice of layoff.

(b) For permanent layoff, notice shall be one (1) week for every completed year of service to a maximum of eight (8) weeks.

(c) Notice of permanent layoff shall be hand-delivered to the affected employee (and shall be made to provide a copy to

the Local Union office by facsimile or email, as soon as practicably possible) unless such employee is not at work when notice is to be given in which case notice shall be delivered by registered mail.

## **POSTING FOR VACANCIES**

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

## **METHOD OF FILLING PROMOTIONS**

- (b) Job vacancy will be filled based on qualification which include skill, ability and performance of the employee. Where two (2) employees have equal qualifications seniority will govern.

## **NOTICE OF SUCCESSFUL APPLICANT**

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

## **SUBSEQUENT VACANCIES**

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

## **SICKNESS OR ACCIDENT**

- (e) An employee's job shall not be considered vacant if the employee is absent from work because of sickness, accident or leave of absence and in such cases, the Employer will fill

the open post at its sole discretion during the period of absence.

## **POSTING OF TEMPORARY ASSIGNMENT**

- (f) Notwithstanding paragraph (e), where the Employer is advised in writing that an employee is to be absent from work because of sickness, accident, or leave of absence, the employer shall appoint a replacement at its sole discretion. Upon completion of the temporary assignment, the employee shall return to his former job.

## **REMOVAL PROCESS**

- 12.14** Where a Client requests an employee be removed from the site (Do Not Return), a copy of the request shall be forwarded to the Local President for the USW. The Employer will meet with the client to discuss the reasons for the site removal and seek alternative solutions.

The Employer retains the right to remove an employee from the site on the request of a client and will be given notice pay in lieu and Severance Pay as per the Employment Standards Act, 2000, as amended from time to time.

## **ARTICLE 13 - NEW OR CHANGED JOBS**

- 13.01** The Employer agrees to advise the Union of the rate of pay for any new or changed job which does not fall within an existing classification, prior to implementing such change.

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

- 14.01** The standard hours of work for which each employee shall receive his basic hourly rate shall be up to forty-four (44) hours weekly and/or eighty-eight (88) working hours in a two (2) week period. Where an employee works hours outside of his regularly scheduled hours of work at the request of the Employer, the Employer agrees not to alter an employee's regularly scheduled hours of work to avoid overtime.

- 14.02** Nothing in this Article shall be construed to mean a guarantee of hours of work or work per day or per week.
- 14.03** For the purposes of this Article, a day shall commence at 12:01 a.m. and shall end at 12:00 midnight. A week shall commence at 00h01 Monday and shall end at 24h00 Sunday. The normal pay for employees shall be bi-weekly and paid on a Friday by direct deposit at no charge to the employee. In the event a pay day falls on a statutory holiday, the pay will be deposited on the business day immediately preceding the holiday.
- 14.04** It is agreed by the Parties that part-time employees shall not be used to displace full-time employees due to a permanent vacancy.
- 14.05** Where a staggered work week is assigned, overtime will be averaged over a two (2) week period, subject to the necessary permits under the Employment Standards Act, 2000, as amended from time to time. All hours worked in excess of the scheduled shift shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage. All employees will be entitled to eleven (11) hours rest between shifts. Where employees are receiving overtime within a pay period due to the operation of this Article, the Employer agrees not to cancel any scheduled shift or hours of work of an employee for the purposes of avoiding any further overtime payments.

### **START/STOP TIMES**

- 14.06** Where possible the Parties shall meet within thirty (30) days to discuss the changes to scheduled hours of work.
- 14.07** (a) There shall be no split shifts.
- (b) The minimum length of a shift shall be four (4) hours.

### **SCHEDULE CHANGES**

- 14.08** In situations where an employee has a regular schedule and such regular schedule is to be permanently changed or temporarily

changed, the Employer will provide such affected employee with as much notice as is reasonably possible but in any event not less than two (2) calendar weeks unless the Employer can demonstrate circumstances beyond their control.

## **REPORTING FOR WORK**

- 14.09** (a) If an employee reporting for work at the call of the Employer is informed upon arrival that he is not required to work, the employee shall be paid a minimum of four (4) hours' pay at his regular rate.
- (b) An employee reporting for work at the call of the Employer shall be paid a minimum of four (4) hours' pay at his regular rate if he commences work.
- (c) The Employer's business is a twenty-four (24) hour a day, seven (7) days a week operation.

## **OVERTIME**

- 14.10** Overtime shall be worked on a voluntary basis except:
- (a) In an emergency beyond the control of the Employer; or
- (b) If the Employer's client requests emergency overtime;
- (c) The Employer agrees to provide transportation to the affected employee where the employee is required to stay in accordance with this Article and the employee has no means of public transportation.
- 14.11** It is mutually agreed that overtime shall be distributed as equitably as reasonably possible among the employees who normally perform the relevant work and who normally work at the relevant site.

## **RIGHT TO REFUSE OVERTIME**

**14.12** All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing. Where no one volunteers for overtime it shall be assigned in reverse order of seniority of those performing work on site.

## **SWITCHING SHIFTS**

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

- (a) The request shall be made in writing using a special form supplied by the Employer and duly signed by the two (2) employees concerned, at least three (3) days in advance;
- (b) The two (2) working shifts must be scheduled within the same Pay Period;
- (c) The change in shift does not lead to the payment of overtime;
- (d) The change in shift does not hinder operations (for example: the employees are trained for the site); and
- (e) That all debits or credits in salary caused for any reason (for example: lateness or payment of a Statutory Holiday) shall be attributed to the employee who actually did the work.

## **LUNCH**

- 14.14** (a) The scheduled daily hours of work for each employee shall be consecutive, exclusive of meal periods.
- (b) A 30-minute paid lunch period shall be scheduled approximately halfway through each shift.

## **ARTICLE 15 - PAYMENT FOR INJURED EMPLOYEES**

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

## **ARTICLE 16 - VACATIONS WITH PAY**

- 16.01** (a) Employees having less than one (1) year of service at December 31 shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.
- (b) An employee with more than twelve (12) months of continuous service at December 31 shall be entitled to two (2) weeks vacation at four percent (4%) of his gross earnings.
- (c) An employee with five (5) years or more of continuous service shall be entitled to three (3) weeks' vacation at six (6) percent of their gross earnings.
- (d) An employee with nine (9) years or more of continuous service shall be entitled to four (4) weeks' vacation at eight percent (8%) of their gross earnings.
- (e) An employee with twenty (20) years or more of continuous service shall be entitled to five (5) weeks' vacation at ten percent (10%) of their gross earnings.
- 16.02** (a) Employee shall submit their vacation requests to the supervisor on or before February 1 for the vacation year.
- (b) The Employer shall approve the vacation schedules by February 28.

(c) An employee who does not exercise his seniority rights for vacation scheduling by February 1 shall be by first (1st) come first (1st) served basis.

- 16.03** Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- 16.04** Where two (2) or more employees at the same site request to take vacation on the same day for the same period of time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority.
- 16.05** "Gross earnings" as referred to herein shall mean previous year's T-4 earnings minus vacation pay previously paid.
- 16.06** An employee who leaves the service of the Employer shall be given the vacation pay to which he was entitled at the time he left the service of the Employer.
- 16.07** Annual Vacation pay will be paid out on the last pay cycle of December. Employees may request their accumulated vacation pay up to one (1) time per year and must be requested in writing, 30 days prior.

## **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01** Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding sixty (60) calendar days to an employee provided that:
- (a) The employee files a request for a leave of absence at least thirty (30) calendar days prior to the proposed commencement of the leave of absence except in the case of emergency;

- (b) Such leave is for a good reason and does not unreasonably interfere with operations; and
- (c) The employee has used his accrued vacation time prior to the commencement of the leave.

**17.02** Applicants must indicate, on a form provided by the Employer, the reason(s) for their leave of absence and the dates of departure and return from leave.

**17.03** The Employer shall notify the applicant in writing of its decision within fourteen (14) days after the written request was made by the employee to the Employer.

**17.04** The Employer agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly statement. Such leave of absence shall be authorized in writing by the Union and provided to the Employer in advance of the leave.

**17.05** The President of the Local Union will be notified by the Employer of all leaves granted under this Article.

**17.06** A leave of absence shall be extended for an additional sixty (60) calendar day period if the Employer and Union agree. The employee must request the extension in writing prior to the expiration of their sixty (60) calendar day leave.

## **SICK LEAVE WITH PAY**

**17.07** Full-time employees who have completed one (1) year of employment shall be entitled to three (3) shifts up to 36 hours sick/personal leave per calendar year. Each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

Part-time employees who have completed one (1) year of employment shall be entitled to one (1) shift up to 12 hours sick/personal leave per calendar year with no carryover. Each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

- 17.08** Full-time employees with five (5) or more years of employment shall be entitled to four (4) shifts up to 48 hours sick/personal leave per calendar year with no carryover. Each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

Part-time employees with five (5) or more years of employment shall be entitled to two (2) shifts up to 24 hours sick/personal leave per calendar year with no carryover. Each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by the employee's normal rate of pay.

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

## **PREGNANCY LEAVE**

- 17.10** Pregnant employees shall be entitled to take a pregnancy leave of up to seventeen (17) weeks of unpaid time off work, commencing no earlier than seventeen (17) weeks prior to the expected birth date. Requests for leave must be applied for in writing. Seniority, vacation, benefits and pensionable service shall continue during the period of an employee's pregnancy leave.

## **PARENTAL LEAVE**

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

(a) Up to sixty-one (61) weeks of parental leave for employees who take pregnancy leave;

(b) Up to sixty-three (63) weeks of parental leave for all other new parents. Seniority, vacation, benefits and pensionable service shall continue during the period of an employee's parental leave  
**THE RIGHT TO REINSTATEMENT.**

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

(a) The same job the employee had before the leave began; or

(b) A comparable job, if the employee's old job or site no longer exists. In either case, the employee must be paid at least as much as they were earning before the leave. If the employee would have been entitled to an increase, if they had not been on the leave, the employee is entitled to the wage increase.

## **MILITARY LEAVE**

**17.13** An employee will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such leave will be without pay and that the Employer may request written proof prior to granting such leave.

**17.14** The Employer recognizes that it is desirable for employees, who have been out of work due to mental health issues, to return to work. The Employer will facilitate the return to work of such

persons by adopting measures, such as graduated return to work, when medically indicated.

## **DOMESTIC VIOLENCE LEAVE**

**17.15** The Employer shall provide a job-protected leave of absence for domestic or sexual violence. This leave shall be up to ten (10) days or fifteen (15) weeks in a calendar year, when an employee or an employee's child has experienced or been threatened with domestic or sexual violence. The first five (5) days of leave taken in a calendar year are paid, and the rest are unpaid. Employees must be employed for at least thirteen (13) weeks to be eligible for domestic or sexual violence leave.

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

- To seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by the domestic or sexual violence;
- To access services from a victim services organization for the employee or the child of the employee;
- To have psychological or other professional counselling for the employee or the child of the employee;
- To move temporarily or permanently;
- To seek legal or law enforcement assistance, including making a police report or getting ready for participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence

a) An employee is not entitled to this leave if they have committed the domestic or sexual violence.

b) Employees are entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year, whether they are employed on a full or part time basis.

(i) There is no pro-rating of the ten (10) day entitlement. An employee who begins work partway through a calendar year is still entitled to ten (10) days during the remainder of that year.

(ii) The ten (10) days of domestic or sexual violence leave do not have been taken consecutively.

c) Employees can take domestic or sexual violence leave in part days, full days, or in periods or more than one day. If an employee takes only part of a day as domestic or sexual violence leave, the Employer can count it as a full of day of leave.

(i). In cases where the employee takes part of a day, the Employer still has to pay the employee for any part of the day that the employee worked and has to include the hours worked for the purpose of determining whether overtime was worked or a daily or weekly limit on hours of work was reached.

d) Employees are also entitled to take up to fifteen (15) weeks of domestic or sexual violence leave within a calendar year for the purposes set out above. The fifteen (15) weeks can be taken consecutively or separately. ii. The employee may take leave for periods less than a full week, but if they do, they are considered to have used up to one week of their fifteen (15) week entitlement.

e) If an employee plans to take a Domestic or Sexual Violence Leave, the employee must tell the Employer that they will be doing so in advance. If the employee can't give notice, notice must be given to the Employer as soon as possible after starting the leave.

(i) An employee who does not give notice does not lose their right to the leave.

f) The Employer may require that an employee provide evidence reasonable in the circumstances.

## **17.16 Traditional Indigenous Practices**

Every employee who is an Indigenous person and who has completed three consecutive months of continuous employment with the employer is entitled to and shall be granted an unpaid leave of absence from employment of up to five days in every calendar year, in order to enable the employee to engage in traditional Indigenous practices, including but not limited to.

- (a) hunting;
- (b) fishing;
- (c) harvesting; and
- (d) any practice prescribed by regulation.

The leave of absence may be taken in one or more periods.

### **Documentation**

The employee shall provide documentation in advance of any requested leave time under this section that shows the required status of the employee as an Indigenous person.

### **Definition of Indigenous**

For the purposes of this section, Indigenous means First Nation, Inuit or Métis.

## **VOTING LEAVE — INDIGENOUS CHIEF AND COUNCIL**

**17.17** Employees who are eligible voters in an election held pursuant to the Indian Act, the First Nations Election Act or equivalent

legislation will be allowed a maximum of four (4) consecutive hours, free from work paid, on the day of the election.

Should an employee need further time away from work to participate in the election process, unpaid leave will not be unreasonably denied, subject to the needs of the operations.

Employees will be required to provide confirmation of the election and establish proof of eligibility to participate.

Employees are to provide a minimum of two (2) weeks' notice of the intent to take leave to participate in the election so as to allow operations to plan for the absence.

For the purposes of this section, Aboriginal Indigenous means Indian First Nation, Inuit or Métis

## **National Day of Remembrance and Action on Violence Against Women**

**17.18** The Employer agrees to announce on December 6 at 11:00h each year that we should take a moment of silence to remember, the Missing and Murdered Indigenous Women as well as the women that were killed in the Montreal Massacre.

## **ARTICLE 18 - WITNESS DUTY**

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

## **ARTICLE 19 - PAID HOLIDAYS**

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

January 1	Good Friday	Victoria Day
July 1	Family Day	Labour Day
Thanksgiving Day	December 25	December 26

## **HOLIDAY PAY CALCULATION**

**19.02** An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.

**19.03** An employee is not eligible for holiday pay if the employee has failed, without reasonable cause, to work all of his last regularly scheduled day of work before the public holiday or all of this first regularly scheduled days of work after the public holiday.

**19.04** Any authorized work performed by an employee on any of the above-named holidays shall be paid one and one-half (1½) times his regular hourly rate in addition to holiday pay.

## **HOLIDAY COINCIDING WITH A DAY OF VACATION**

**19.05** Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**19.06** When any of the holidays are observed during an employee's scheduled vacation period, he shall receive holiday pay as provided in Article 19.02 above and shall be granted an additional day off.

## **HOLIDAY FALLING ON A DAY OF REST**

**19.07** When a holiday provided for in Article 19.01 is observed on an employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday provided for in Article 19.01,

to be taken on a day to be agreed between the Employer and the employee.

## **ARTICLE 20 - BEREAVEMENT PAY**

- 20.01** The Employer agrees that in the event of a death in the immediate family, the Employer shall grant bereavement leave of up to three (3) consecutive calendar days without loss of earnings with addition of 2 unpaid days for travel and other arrangements.
- 20.02** In Article 20.01, *immediate family* is deemed to mean spouse, same sex partner, common-law spouse, child and stepchild, mother, father, sister, brother, grandparent, grandchild, mother-in-law or father-in-law.
- 20.03** The Employer agrees that in the event of the death of an aunt, uncle, brother-in-law or sister-in-law, the Employer shall grant bereavement leave of up to one (1) day without loss of pay.
- 20.04** In the event that travel, due to reasons described in Article 20.01 or 20.03, is required beyond a distance of four hundred and eighty (480) kilometers, the Employer will grant up to two (2) extra days of leave without pay.

## **ARTICLE 21 - FRINGE BENEFITS**

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

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

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

Two (2) pants

Four (4) uniform shirts

One (1) safety vest Helly Hansen

One (1) spring jacket

One (1) sweater (where required)

for high ticket uniform gear, employee to provide reasonable explanation for damage or loss before replacement is deemed necessary at no cost to the employee.

At any site where an employee is routinely exposed to the elements (rain, cold, etc.) the Employer shall make available parkas, toques and raincoats. Where required, the Employer shall provide the equivalent feminine clothing for females including appropriate maternity clothing. All uniforms shall be replaced by the discretion of the employer.

- 21.02** Where safety boots or safety shoes are required, the Employer will annually reimburse employees up to two hundred and fifty dollars (\$250.00) for the purchase of safety boots or safety shoes on the next payday from the date of submission of receipt. In the case of new employees, they shall be paid immediately after the employee's one (1) year anniversary.

## **ARTICLE 22 - HUMANITY FUND**

- 22.01** The Employer agrees to deduct the amount of one cent (0.01) per hour from the wages of all employees in the bargaining unit for all hours worked.
- 22.02** The total amount deducted pursuant to Article 22.01 shall be remitted to the Steelworkers Humanity Fund at United Steelworkers, 234 Eglinton Ave. E., Toronto, Ontario, M4P 1K7.

- 22.03** Remittances pursuant to Article 22.02 shall be made at the same time as Union dues are remitted in accordance with Article 7 of this Agreement.
- 22.04** When remittances are made pursuant to Article 22.02, the Employer shall advise in writing both the Union and the Humanity Fund that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf of such payment had been made, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours worked. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of) of the employees from whom no deductions have been made, along with any forms required by the Steelworkers Humanity Fund.
- 22.05** The Employer shall bear no liability for any errors made in deductions.
- 22.06** The Employer agrees to record all contributions on each employee's T-4 slip. (Registered #119172278RR001).

### **ARTICLE 23 - BINDER**

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

### **ARTICLE 24 - RATES OF PAY**

- 24.01** Employees will be paid bi-weekly.

#### **WAGES**

- 24.02**

<b>Pay Rates</b>	<b>Current</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
0-3 Months	\$ 17.60	\$ 18.13	\$ 18.58	\$ 19.05
3-24 Months	\$ 18.39	\$ 18.94	\$ 19.42	\$ 19.90
24-48 Months	\$ 18.80	\$ 19.36	\$ 19.85	\$ 20.34
48 + Months	\$ 19.10	\$ 19.67	\$ 20.16	\$ 20.67

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

**TRAINING AND WAGES**

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

- (a) Employees including deemed hired employees shall be paid the rate of pay that they would otherwise receive as if they were working at the site.
- (b) The Employer shall pay the cost of all the required training.
- (c) If the employee is required to travel to the training, the Employer shall pay the mileage at a rate of fifty cents (\$0.50) per kilometre.

**REIMBURSEMENT**

**24.05** For all new employees and current members of the Collective Unit:

- (a) Reimbursement for Renewal of Security guard license and Standard First Aid & CPR Level C/AED (recertification) certificates will be after completion of 3 months of probation period. For clarification purposes, reimbursement shall include but is not limited to police clearances, pictures or any

other costs associated with the renewal of an employee's security license.

For Security License renewal, the employer will work with the employee for completion of security licensing online renewal process. By assisting the Employee with obtaining any required criminal records check for the employee and support with providing photos required by the registry for completion of renewal. The employee upon receiving their updated security license will provide the company with a copy of their updated license as well as payment receipt for the renewal which will be submitted for reimbursement. Payment on reimbursements shall be paid within 14 days upon submission.

- (b) Current collective unit members will be reimbursed as per the renewal terms of the Security Guard License, as well as to maintain their First Aid license requirements.

## **ERRORS OR OMISSIONS**

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

## **ARTICLE 25 - BENEFITS**

- 25.01** Subject to the provisions of Article 25.02, the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of Seventy-eight cents (\$0.78) per each hour an employee has worked for the year of 2026.

Subject to the provisions of Article 25.02, the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of Seventy-nine cents (\$0.79) per each hour an employee has worked for the year of 2027.

Subject to the provisions of Article 25.02, the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of Eighty cents (\$0.80) per each hour an employee has worked for the year of 2028.

**25.02** Remittances in accordance with Article 25:

- (a) Shall be received by the person set forth in Article 25.02 (b) no later than the fifteenth (15<sup>th</sup>) of the month following the paid hours occurred;
- (b) Shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) Shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of), hours earned, date of severance of employment, date of death and gender of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of), of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusteed Benefit Plan.

**ARTICLE 26 - NEW MEMBERS' KITS**

- 26.01** The Employer agrees to notify the Union with the name, address, email and phone numbers of each new employee within seven (7) days of the date of hire and provide each new employee with a new member's kit as provided by the Union. Alternatively, a Union Officer, excluding stewards, shall be permitted to attend the Employer's office during the Employer's orientation meeting for new hires for a period not to exceed fifteen (15) minutes for the sole purpose of distributing a new Member's Kit.

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

- 27.01** The Parties shall fulfill their responsibilities under the Occupational Health and Safety Act.
- 27.02** The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness.
- 27.03** The Union shall designate a worker Health and Safety Chair of its site of the Joint Health and Safety Committee. This member must be a worker member of a Joint Health and Safety Committee. Such Chair shall be granted not more than one (1) day per month (*not including monthly meetings*) for the purposes of his duties as Chair. The Parties agree that the Joint Health and Safety Committee will promote safety and industrial hygiene at the workplace.
- 27.04** In case of inclement weather, the employer is entitled to holding back the existing guard(s) on site to complete the next shift in case of road closures preventing scheduled guard from accessing the site. When the guard(s) are required to stay on site, they shall be paid at a rate of 1.5 times the applicable rate for the hours worked in excess of their scheduled hours.

If the guard is scheduled to work the following day, they shall be compensated further for the loss of that shift and will not be required to work that scheduled shift. If the guard requires sleep, there will be protocol put in place to ensure that happens.

## **NOTICE OF DEATH OR INJURY**

- 27.05** Where a person is killed or critically injured from any cause at a workplace, the constructor, if any, and the employer shall notify an inspector, and the committee, health and safety representative and trade union, if any, immediately of the occurrence by telephone or other direct means and the employer shall, within forty-eight hours after the occurrence, send to a Director a written

report of the circumstances of the occurrence containing such information and particulars as the regulations prescribe. R.S.O. 1990, c. O.1, s. 51 (1); 2011, c. 1, Sched. 7, s. 2 (7).

## **NOTICE OF ACCIDENT, EXPLOSION, FIRE OR VIOLENCE CAUSING INJURY**

**27.06** If a person is disabled from performing his or her usual work or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, but no person dies or is critically injured because of that occurrence, the employer shall, within four days of the occurrence, give written notice of the occurrence containing the prescribed information and particulars to the following:

1. The committee, the health and safety representative and the trade union, if any.
2. The Director, if an inspector requires notification of the Director. 2001, c. 9, Sched. I, s. 3 (12); 2009, c. 23, s. 5.

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

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

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

- (e) The names, addresses, phone numbers, wage rates and whether the employee has any additional compensation at the time of commencement of services;

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

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

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

**29.01** This Agreement shall become effective on the 1st day of February , 2026 and shall continue in effect up to and including the 31<sup>st</sup> day of January, 2029, unless either party gives to the other party written notice of a desire to amend the Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

Statutory holiday pay will be calculated midnight to midnight schedule on the days the employee works.

**29.02** Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.

**29.03** If notice of the intention to renew or amend is given by either party pursuant to Article 29.02 negotiations shall commence not later

than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

**SIGNED THIS 3<sup>rd</sup> DAY OF February, 2026**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Denis Bellefeuille

\_\_\_\_\_  
Mary Burk

Signed by:

*Bryan Kelly*

\_\_\_\_\_  
Bryan Kelly

**FOR THE UNION**

Signed by:

*Jesse Walker*

\_\_\_\_\_  
Jesse Walker

Signed by:

*Josh George*

\_\_\_\_\_  
Josh George

Signed by:

*ACaldwell*

\_\_\_\_\_  
Angela Caldwell