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030204

THIS AGREEMENT entered into this 10th day of February, 2003.

BETWEEN:

RETAIL WHOLESALE UNION LOCAL 580
(hereinafter referred to as the "Union")

OF THE FIRST PART;

AND:

INNER-TEC SECURITY CONSULTANTS LTD.
(hereinafter referred to as the "Company")

OF THE SECOND PART;

It is hereby agreed that this Agreement shall come into full force and effect upon ratification by the membership of the Retail Wholesale Union, Local 580, employed by the above Company and upon ratification by the Company.

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the Employees and the Company, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties and to provide a method for the orderly adjustment of differences that may arise.

ARTICLE 1- DEFINITION

1.01 The term "Employee" or "Employees" as used in this Agreement refers to all Employees of the Company who are covered by this Agreement, except those excluded by the code such as field managers and site managers.

1.02 The masculine pronoun shall include the feminine and the singular shall include the plural and vice versa.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for the Employees as defined in Article 1 during the term of this Agreement and agrees to negotiate with a committee selected by the bargaining unit, looking toward a peaceful and amicable settlement of any differences that may arise between the Company and the Union. The said committee shall be Employees of the Company and shall be entitled to have associated with it a duly accredited representative of the Retail Wholesale Union. It may be necessary from time to time for the Union to appoint one or more Employees to the Committee to fill vacancies, until elections can be held by the bargaining unit.

2.02 Union Representative's Visits

The Company and the Union recognize that the Company does not own or control the work sites of its clients. Pursuant to the provisions of the Labour Relations Act, duly authorized full time Union Representatives shall not be entitled to visit the job sites for the purpose of communicating with the Employees in the unit.

The Company will provide a meeting spot at their offices for the union to meet with Employees in the unit. The Company also agrees to provide the telephone number where the security guard on duty may be reached or alternatively give access to the Union Representative to the Company's communication network for the purpose of a brief discussion only. The Representative shall not, under any circumstances, have access to unauthorized or private areas of any work site.

2.03 The Company agrees to have a bulletin board placed in their Inner-Tec office to post up Union notices. All Union notices must be submitted to the Company for approval. Approval will not be unreasonably withheld.

2.04 The Company agrees to comply with Section 35 of the Labour Relations Code of B.C. with respect to successor rights and obligations.

ARTICLE 3 - UNION SECURITY

3.01 All Employees now members of the Union shall, as a condition of employment, remain members. All new Employees shall become members upon the completion of thirty (30) calendar days with the Company. All Employees shall start paying union dues after thirty (30) calendar days with the Company.

3.02 Upon written authorization from the Employee, the Company agrees to make deductions once each month from the earnings of all Employees covered by this Agreement of the dues and initiation fees of the Union and forward the total amount deducted with an itemized statement of the same to the Acting Secretary of the Union outlining the part-time and full-time Employees.

ARTICLE 4 - CONTRACTING OUT

4.01 The Company agrees not to contract out any security guard work except in accordance with this Article.

4.02 Special Events/Emergency

- a) The Company may contract out or use non-Bargaining Unit employees, in circumstances such as special events and/or emergencies to fulfill the contractual obligations of the Company's client;
- b) In circumstances of special events and/or emergencies the Company agrees to first utilize existing full-time, part-time, temporary and casual employees in the Bargaining Unit provided they are immediately available and their utilization is not disruptive to other services to clients;
- c) In the event that full-time, part-time, temporary and casual employees of the Bargaining Unit are unable to fulfill the needs of the Company for special events and emergencies and the Company contracts this work out, or uses non-Bargaining Unit employees, it will advise the Union of same.
- d) After thirty (30) days such non-Bargaining Unit employees shall become members of the Bargaining Unit.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges the exclusive rights of the Company to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients.

Further the Union recognizes that the client's desires and satisfaction with the Company and the Employees is ultimately the governing factor in the well-being, size and growth of the Company.

5.02 Except as otherwise specifically provided in this Agreement, the management of the Company includes, but is not limited to, the direction of the Employees, the right to plan, direct and control operations, maintain the discipline and efficiency of the Employees, to make and enforce reasonable policies, rules and regulations; to hire; lay off; assign Employees' work or overtime; transfer; promote; demote; discipline; suspend or discharge Employees for just cause, are the exclusive and sole rights of the Company.

5.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this agreement.

ARTICLE 6 - HOURS OF WORK

6.01 The Union recognizes that the hours of work of the Employees are directly determined by the contractual obligations between the Company and the client.

6.02 A full-time Employee is an Employee who is scheduled to work not less than forty (40) hours per week.

6.03 A part-time Employee is an Employee who is scheduled to work less than forty (40) hours per week.

6.04 Averaged Work Schedule

- a) An averaged work schedule shall be recognized by the Company and the Union as a schedule where the hours of work at a work site may exceed eight (8) hours per day or forty (40) hours per week but not more than eighty (80) hours bi-weekly unless otherwise agreed to by the Company and the Union. The Company agrees not to assign any Employee to an averaged work schedule unless the Employee agrees to the assignment.
- b) The Union agrees that sites that have current averaged work schedules shall be maintained providing the Union satisfies itself that a majority of Employees on these sites have voluntarily agreed to same. The Company and the Union shall establish a list of present sites where hours of work are averaged, for identification purposes, consistent with the wording contained in this section.
- c) The Union agrees not to deny an averaged work schedule when the majority of Employees assigned to the site favour the averaged work schedule.
- d) The Company agrees to give the Union seven days notice when it is physically possible to terminate an averaged work schedule if contractual conditions change or at the request of the client.

6.05 EMERGENCY OR URGENT WORK SITUATIONS

- a) Where the Company is contracted to provide services without prior notification from the client, it shall be deemed to be an emergency situation or situation of urgency.

In such circumstances, the Company shall have the right to average the work schedule, providing such schedule does not exceed seventy-two (72) hours in duration. The Company agrees to advise the Union of such circumstances.

- b) In the event that the duration of the service is to exceed seventy two (72) hours, the Company will consult with the Union on the continuation of the averaged work schedule. The Union agrees not to unreasonably withhold such request.

6.06 Where the Company is contracted to provide services with prior notification from the client for a term to be defined, but not ongoing, it shall be deemed to be a temporary service contract. In such circumstances, the Company may propose a temporary averaged work schedule and consult with the Union on the implementation of such schedule. The Union agrees not to unreasonably withhold such request.

6.07 Overtime

Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates shall be as follows:

- a) All time worked in excess of eight (8) hours in any one shift or in excess of forty (40) hours in any one calendar week shall be paid at a rate of time and one-half (1.5 x) for all hours beyond the regularly scheduled day up to eleven (11) hours and two (2) times (2 x) the regular rate for anything over eleven (11) hours per shift unless otherwise provided for by an averaged work schedule.

- b) An Employee who is required to and does work on a statutory holiday shall be paid at one and one-half times (1.5 x) his regular rate of pay for all hours worked on the statutory holiday, and in addition, he shall be paid his regular pay for the statutory holiday if he qualifies, in accordance with the requirements specified in this agreement.
- c) In circumstances where time is of the essence due to emergency or urgency, the Company will have the right to fill such overtime shifts at its discretion.
- d) When a client requests a particular Employee to work a shift involving overtime, this shall be acceptable so long as it is documented.

6.08 Overtime - General

Overtime shall be voluntary and by mutual agreement between the Employee, with, wherever possible, the most senior Employee on the shift at that site who is able to do the job being requested, first if he or she wishes the overtime and thereafter in descending order of seniority.

If no Employee so requested on the site is willing to work the overtime, then the most junior Employee on the site who is able to do the job shall be required to work the overtime.

6.09 Rest Periods

All Employees shall have a fifteen (15) minute rest period midway during each work period of three (3) hours or more with pay.

It shall be the onus of the Employees to take their rest periods when possible and practical, consistent with their responsibilities to the client. If an Employee has difficulty taking rest periods because of client responsibilities, the Employee shall report this to his supervisor for review with the client. If client responsibilities require that an Employee interrupt a rest or meal period the Employee shall be entitled to take the remainder of the rest period after the interruption or at such later time as is possible and practical.

Wherever possible and practical, the Employee will be relieved by another person to take his rest period.

6.10 Reporting Pay

Unless an Employee working at a permanent site and on a regularly scheduled shift has been notified at least four (4) hours beforehand to not report to work at his scheduled starting time, he shall be provided with a minimum of four (4) hours work or pay in lieu thereof.

The Company will advise all Employees working temporary contracts that they are working temporary contracts. All Employees working temporary contracts must confirm their shift by telephone to the control centre three (3) hours or more in advance. All Employees who have a telephone will be responsible to keep the Company informed of their current telephone numbers.

ARTICLE 7 - WAGES

7.01 Wages and classifications of work are attached hereto and known as Appendix "A".

7.02 When new job classifications are established or existing job classifications are changed by changes in the character of duties and responsibilities as deemed necessary or advisable by the Company, the Union shall be advised immediately in writing with a copy of the letter to the Grievance Committee Chairperson. A rate shall be set by the Company.

7.03 In the event job classifications are deleted or the character of duties and responsibilities of the job classification are changed which will affect the employment status of an Employee, the Union will be advised in writing of such deletion or change.

7.04 Regular Employees covered by this Agreement shall be paid not less frequently than once every second week. The Company shall provide every Employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such Employee. Such statement shall set forth the pay period, the total hours worked, the total overtime hours paid at premium rates, the rate of wages applicable to date, and itemized deductions made from gross wages.

ARTICLE 8 - SENIORITY

8.01 The seniority of an Employee means the length of the Employee's continuous service with the Successor Company (Inner-Tec) and the Predecessor Company (Century) since the date of the of the Employee's last hiring by the Company(s) excluding where benefits or severance pay would come into effect.

8.02 When the Company acquires a contract to provide security guard services at a specific worksite and hires a security guard already employed on the worksite, such guard shall have site seniority equal to the length of his continuous service on the worksite. Site seniority will replace Company seniority for such Employees in respect of assignment of overtime under Article 5.10 and scheduling of vacations under Article 8.03 only, in relation to Employees of an equal or lesser rank. Company seniority shall apply for all other purposes. Site seniority will only be retained for a period of ninety (90) days after the Employee ceases to work full time at the specific worksite.

8.03 If the Company obtains a new contract, and the client requests, or where an existing client requests, that security guards previously working at the client site be retained on the site as Employees of the Company, said security guards shall accrue their site seniority from the date of their employment. The client may request such transition of employment to occur without loss of wages or benefits and the Company reserves the right to fulfill such requests, for the period that the Employee remains at the client's contract/work site.

8.04 Company seniority shall be retained and will accrue during all paid and unpaid authorized leaves of absence. This does not apply to Employees who accept employment with other companies during a leave of absence.

Seniority shall not accrue when an employee's leave exceeds a period of three (3) months.

8.05 Seniority shall be considered broken and employment terminated in situations such as the following:

- a) Is duly discharged by the Company and not reinstated through grievance or arbitration procedure of this Agreement;
- b) Voluntarily quits or resigns;
- c) Has been laid off continuously for a period of six (6) months;
- d) Fails to return to work after being recalled from layoff in accordance with the layoff provisions of this Agreement;
- e) Leaves the work site without an authorized leave of absence unless a satisfactory reason is given by the Employee before returning to work for his next scheduled shift;
- f) Fails to return to work on the completion of an authorized leave of absence or vacation unless a reason satisfactory to the Company is given within two (2) days of the completion of the authorized leave of absence or vacation;
- g) Is absent from work due to illness or injury for a period of more than two (2) days, without providing a medical certificate from a qualified medical practitioner, certifying that the Employee was incapable of working due to such illness or injury for a specified period of time which coincides with the Employee's absence from work.;
- h) Uses an authorized leave of absence for a purpose other than for which the leave was granted;

- i) Works for another employer while absent on any authorized or unauthorized leave from his employment with the Company.

8.06 Layoffs and Recalls

- a) The factors to be considered when a lay-off or recall from a lay-off of Employees occurs shall include, but not be limited to:
 - i) contractual obligations and geographical location;
 - ii) qualifications;
 - iii) performance during employment with the Company;
 - iv) length of service with the Company.

Factors (i), (ii) and (iii) shall be the determining factors. Where factors (ii) and (iii) are relatively equal, then factor (iv) shall govern.

- b) The Company shall generally give notice of recall by registered mail, courier, hand delivery or any other method whereby delivery or receipt can be evidenced, to the last recorded address of the Employee. The Employee shall keep the Company informed of the Employee's present address of location where he may be reached. The Employee who fails to do so shall forfeit his right of recall.
- c) If, within two (2) calendar days from the receipt of such notice, the Employee accepts the recall, the job will be held open for two (2) calendar days from the day of the Employee's acceptance.

In the event that such recalled Employee is employed elsewhere at the time of recall, the Company will hold the position vacant for two (2) weeks if the Company has received appropriate advance notice from its client.

- d) In circumstances where the Company must fill vacant positions without delay, the Company shall give notice of recall by telephone until able to find a qualified Employee who is prepared to report to work immediately.
- e) If the Employee declines the position, or fails to respond to the notice within one (1) calendar day from the date of receipt of the original notice, or fails to report to work within the time period outlined above, such Employee shall be considered to have resigned and shall forfeit his recall rights. Should such Employee be prevented from returning to work due to illness or accident he shall retain his recall rights and the Company shall be at liberty to recall another Employee. The Employee shall be required to show proof of such illness or accident.

8.07 Probationary Period

- a) An Employee's first sixty (60) calendar days of employment shall be the probationary period during which the Employee shall not attain seniority.
- b) Any Employee can be terminated at any time during the probationary period at the sole discretion of the Company.
- c) When the probationary period expires, the Employee's seniority shall then be dated back to the Employee's most recent date of hire.

8.08 Promotion and Permanent Transfer of Positions Within the Bargaining Unit

- a) The Union recognizes that the client and the Company have the ultimate authority as to which guards shall work at the client's site and which guards shall be appointed as site manager providing always that said determination is based on reasonable and bonafide reasons and that the Company will advise the Union of the reasons for transfer of any Employee within the bargaining units.

For purposes of filling vacancies that occur, the Company will maintain a transfer list for all officers. Any officer may request a transfer by indicating to the Company the area, the time of shift and the type of work (where applicable) that the officer would like to be considered for. The Company will consider all such requests for transfer subject to the conditions listed at (b). A current copy of the transfer list shall be forwarded to the Union on the last day of each month.

Further, the Union recognizes that it is in the best interests of the clients and the Employees to maintain consistency of Employees at specific sites.

- b) In considering Employees for promotion and permanent transfer within the Bargaining Unit, the factors which shall be considered are:
 - i) contractual obligations and geographical location;
 - ii) qualifications;
 - iii) performance during employment with the Company;
 - iv) length of service with the Company.

Factors (i), (ii) and (iii) shall be the determining factors. Where factors (ii) and (iii) are relatively equal, factor (iv) shall govern.

ARTICLE 9 - VACATIONS

9.01 Full-time Employees covered by this Agreement shall accrue vacation entitlements time and pay over the twelve (12) month period ending April 30th each year. Such Employees will be granted their applicable time and pay entitlement after the completion of this entitlement period consistent with the various provisions of this Article. Employees shall accrue vacation entitlement time and pay as follows:

- a) Any full-time Employee who, on April 30th of each year has less than one (1) year of continuous service will be entitled to one (1) day per full month of employment with pay to a maximum of ten (10) days; at four percent (4%) of regular earnings for the previous twelve (12) month period ending April 30th;
- b) Any full-time Employee who, on April 30th, of each year has less than five (5) years of continuous service but more than one (1) year will be entitled to ten (10) days per year of vacation with pay at four percent (4%) of regular earnings for the previous twelve (12) month period ending April 30th.
- c) Any full-time Employee who, on April 30th of each year has more than five (5) years service, will be entitled to fifteen (15) days per year of vacation with pay at six percent (6%) of regular earnings for the previous twelve (12) month period ending April 30th.

9.02 Payment in Advance

Vacation wages will be paid to each full-time Employee in advance, no later than the day immediately preceding the beginning of his or her vacation.

9.03 Vacation Period

The vacation period is intended to be from February 1 to October 1 of each year and the Company will endeavour to schedule Employee vacations within this period.

9.04 Vacation Utilization

All full-time Employees who are entitled to vacation time must request their preferred vacation time by November 1 of each year or forty-five (45) days in advance of their preferred vacation time.

Unless otherwise agreed to by the Company and the Employee involved the requested vacation time is to be taken during the vacation period as noted in 9.03. For vacations during the vacation period, the Company will attempt to grant vacation time as requested, unless operational requirements make this impractical; in such cases the vacation time will be rescheduled by the Company after consultation with the Employee involved.

The Company shall then post a finalized vacation schedule by February 1, which cannot be changed by the Company except at the request of the Employee or by the Company in the event of emergency situations.

In the case of Employees at a particular site selecting the same vacation periods, Company seniority shall prevail, and management and the affected Employee shall consult and reschedule the Employee's vacation time.

Unless otherwise agreed to between the Company and its client, no more than one (1) Employee may be absent for reasons of vacation time at any given time from a site with less than five (5) guards assigned to it.

In circumstances where an Employee is transferred from one site to another site, the Company will attempt to allow any vacation time which was previously approved while at the first site. However, if operational requirements make this impractical or because of previously approved vacation time to other Employees at the transferred Employee's new site, the Company and the Employee shall consult and reschedule the Employee's vacation time.

9.05 If any statutory holiday occurs during the period of the annual holiday taken by an Employee, the said annual holiday shall be increased by one (1) working day and the Employee shall be paid in addition to his annual holiday pay allowance thereof, the wage which he would have received had the Employee worked, or alternatively, the Employee may extend his holiday one (1) additional day with pay.

9.06 Vacation Pay on Termination:

Vacation pay shall be paid in addition to other wages due if employment is terminated by the Employee or the Company prior to the Employee having an opportunity of taking his or her vacation entitlements.

ARTICLE 10 - HEALTH AND SAFETY

10.01

- a) The Company and the Union recognize the necessity to maintain a healthy work place and environment for the Employees, but also recognize limitations which may be imposed upon the Company in this regard as a result of the Company not owning or controlling the client work site. The Company agrees to have a member of the management team meet with the members of the health and safety committee once per month.
- b) The Company shall comply with applicable Federal, Provincial and Municipal health and safety regulations.
- c) The Company agrees to pay the following premiums:

Level II Certificate – 75 cents an hour.

Level III Certificate - \$1.00 an hour.

These premiums will be paid on those sites where Level 2 or 3 First Aid Certification has been requested by the client. The Company may exceed the minimum premium rates as specified above.

If a client has requested Level 2 or 3 First Aid Training, the Company shall offer the required training to guards on a site seniority basis. The Company agrees to pay for any site requested training and the guard's regular wages while attending the required training course.

ARTICLE 11 - LAY OFF NOTICE

11.01 Lay off due to loss of contract or site

- a) The Union recognizes that a layoff will generally occur as a result of the loss of a contract with a client and that as such the layoff will specifically affect those Employees working at the client's site.
- b) Employees laid off will be placed on a special recall list. The Company will have thirty (30) calendar days to re-assign such Employees to other sites based on Company seniority and assuming the Employee has the required qualifications for that particular job.

Any Employee on such special recall list not re-assigned during this thirty (30) calendar day period would, at the expiration of this thirty (30) calendar day period, be re-assigned, thereby causing lay off of less senior Employees at other sites, provided always that resulting lay-off does not cause the change of personnel at any one site to exceed one (1) person per site, unless the Company decides otherwise. Recognizing the ultimate need for consistency of guards at a site and client's satisfaction, it shall remain within the Company's sole discretion to choose sites where Employees, subject to transfer as a result of a lay-off, will be transferred so long as the Company acts in a fair and equitable manner for bona fide reasons. During the thirty (30) days in which the officer is waiting for reassignment to a new site, he will be placed into temporary sites to avert loss of hours.

- c) When such Employees are re-assigned as a result of such lay off, the wages and benefits applicable to that Employee may either increase or decrease, depending on the wage and benefit scale which exists at that particular job site.
- d) Where there is general layoff not due to the loss of a contract or site, the Company shall lay Employees off and recall such Employees in accordance with Article 8.08 (b).

ARTICLE 12 - STRIKES AND LOCKOUTS

12.01 The Union agrees that during the term of this Agreement there shall be no strike, sit down, work stoppage, slow downs or suspension of work either complete or partial for any reason, by the Employees.

The Company agrees that during the term of this Agreement, there shall be no lockout of Employees.

12.02 In the event of a strike by any Employees, or any labour organization, or any bargaining unit, or of a lockout by any company, which affects the client's property or operations, the Employees covered by this agreement will remain on the job performing their assigned security guard functions, including but not limited to, the protection of life, limb, property and maintenance of fire watch or security on or at the client's premises, including additional duties as may be necessitated by the strike or lockout only if such duties are directed towards others who are engaged in criminal or illegal actions as a result of strike or even if such duties are directed towards others who were engaged in strike or lockout activities.

ARTICLE 13 - BEREAVEMENT LEAVE

- a) An Employee shall be granted a leave of absence without loss of pay of up to two (2) consecutive days, if the Employee was scheduled to work in the event of the death of his spouse, child (including stepchildren and adopted children), parent, brother, sister, guardian, including stepparents. The Company agrees to grant an additional three (3) day's leave without pay if an Employee is required to travel more than 400 km. if operational requirements allow.
- b) An Employee shall be granted a leave of absence without loss of pay of up to one (1) day, if the Employee was scheduled to work, in the event of the death of a mother-in-law, father-in-law, grandchildren and grandparent not referred to above.

ARTICLE 14 - MATERNITY AND PARENTAL LEAVE

All Employees are entitled to maternity and parental leave as outlined in the Employment Standards Act and detailed here:

Pregnancy Leave

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave
 - (a) Beginning
 - (i) No earlier than 11 weeks before the expected birth date, and
 - (ii) No later than the actual birth date, and
 - (b) Ending
 - (i) No earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

- (ii) No later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
 - (a) Be given in writing to the employer,
 - (b) If the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must
 - (a) Be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - (b) If required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental leave

- (1) An employee who requests parental leave under this section is entitled to,

- (a) For a birth mother who takes leave under the pregnancy section in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the pregnancy section unless the employer and employee agree otherwise,
 - (b) For a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
 - (c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - (d) For an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) Be given in writing to the employer,
 - (b) If the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) If required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

- (4) An employee's combined entitlement to leave under the pregnancy section and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section (3) of the pregnancy section or subsection (2) of this section.

14.01 Other Leave of Absence

At the Company's discretion, an Employee with one (1) or more years of continuous service may be granted up to fifteen (15) weeks leave of absence without pay. During such leave of absence seniority shall be maintained but shall not accrue.

14.02 Union Functions and Leaves of Absence Leave of absence without pay, may, subject to operational requirements, be granted to Employees for the purposes of attending union functions such as conferences, conventions, schools, seminars, negotiations, provided always that the Union makes written application for the leave of absence at least twenty-one (21) calendar days prior to said functions.

Such leaves of absence shall be restricted to no more than five (5) Employees at one time and not more than one per client site.

The Company agrees to allow a maximum of five (5) Employees (maximum one (1) per site) time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement provided that the Union notified the Company of the names of the Employees and the dates and time off required fifteen (15) days in advance so as not to cause the Company to incur additional costs of overtime or scheduling premiums.

ARTICLE 15 - SECURITY GUARD'S LICENSE ACT

15.01

- a) The Company agrees to pay one hundred percent (100%) of the renewal cost for the security guard's license for Employees who have been continuously employed by the Company for a period of twelve (12) months or more.
- b) For those Employees who have been continuously employed by the Company for a period of less than twelve (12) months, the Company will not pay any portion of their renewal license fee. The Employee will be deducted by payroll deduction for the renewal fee over six (6) equal payments.
- c) The Company will deduct the cost of the security officer license from any new Employee's being hired on by the Company over six (6) equal payments.

ARTICLE 16 - UNIFORM

16.01 The Company will provide the following articles in the appropriate size that will form the basic Company dress code:

FULL TIME:

one (1) Blazer, two (2) Pair of Pants, two (2) Shirts,
one (1) Tie.

PART TIME:

one (1) Blazer, one (1) Pair of Pants, one (1) Shirts,
one (1) Tie

16.02 The Employee will be responsible for providing the following articles:

footwear, socks, leather dress belt.

Such articles must be in compliance with the Company standards as described in the Company policy on dress code.

16.03 The Company agrees to provide, at no cost to security guards, as required under special circumstances the following uniform articles:

headgear, parka, rain-gear, other site specific uniform articles.

16.04

(a) The cost of the articles referred to in Article 16.01 will be supplied by the Company at the time of employment.

(b) If the Employee terminates and does not return the uniform, the Company will deduct the remaining amount from the Employee's last pay cheque. The Union undertakes to assist in the recovery of all uniforms whenever possible.

16.05 All articles of Company identification such as crest, badges, nameplates, etc., shall remain the property of the Company and shall be returned by the Employee upon termination of employment. The replacement cost of such articles not returned shall be deducted from the Employee's final pay cheque.

16.06 At the discretion of the Company, the Company will, as required, pay the cost of replacement of uniform articles that need replacement as described in 16.01.

16.07 The Company agrees to replace or repair at no extra cost to the Employee any part of the uniform which is damaged in the performance of their duties providing the replacement or repair is for bona fide reasons.

16.08 An Employee shall not wear all or part of the Company uniform other than:

- a) at their assigned place of work during their assigned duties;
- b) travelling to and from work.

16.09 Article 16.01 will only come into effect for Employees that are hired on with the Company after September 1, 1997.

16.10 The Company will pay employees a laundry allowance of 3 cents per hour.

ARTICLE 17 - CHANGE IN PERSONNEL

17.01 The Union recognizes that the client and the Company have the ultimate authority as to which guard shall work at the client site.

17.02 In circumstances where the client has made a request for a change in specific personnel at his site which results in layoff or transfer of certain Employees then such request shall be complied with. The affected Employee will be re-assigned to another site consistent with Section 5.01.

The Company shall provide written reasons to the Union concerning the request for a change in specific personnel at a site. Documentation shall be provided to the Union within seven (7) days of any changes subsequently made by the Company. The above deadline may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

ARTICLE 18 - EQUIPMENT

18.01 The Company agrees to supply such equipment as flashlights, radios, etc., in good working order, where required and to make these available on each site for security guards at the start of their duties and responsibilities. Any equipment missing or damaged (except through normal wear and tear) at the end of the shift, shall be paid for by the security guard. Each security guard shall advise the Company of any missing or damaged equipment, prior to starting his shift.

If such Employee fails to notify the Company of such missing or damaged equipment, he shall be held responsible for payment of its replacement. Repayment shall be made by the Employee through payroll deductions in a reasonable amount and over a reasonable period of time or from the Employee's final pay cheque.

ARTICLE 19 - VEHICLE USE

19.01 In the event the Company decides to provide security guards with vehicles, said vehicles shall be in good condition, properly maintained and serviced, as specified by the manufacturer, in a safe driving condition, for all security guards required to utilize such vehicle in the discharge of their duties and/or responsibilities.

Upon receipt of the vehicle all guards will be required to complete a maintenance report on the vehicle to verify any damages it may have prior to signing it out and complete another report when the vehicle is returned.

ARTICLE 20 - REPRIMAND/DISCIPLINARY ACTION

20.01 An Employee who has his security guard license revoked by the Attorney Generals office for any reason shall be placed on suspension without pay until such time as his license is reinstated. During this period of suspension, and only for Employees who are reinstated, there shall be no accumulation of benefits but seniority shall be maintained and will accrue. The Company will disclose any available information related to the matter to the Union and the Union reserves the right to pursue any other legal avenues of redress.

20.02 If an Employee is charged with a criminal offense, of a nature which reflects on his honesty or integrity or compromises his ability to function effectively as a security officer, the Company shall be entitled to place the Employee on an unpaid leave of absence until the charge is resolved.

ARTICLE 21 - GRIEVANCE PROCEDURE/ARBITRATION

21.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the Employees, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as grievance.

21.02

- a) Should a complaint arise, the Employee involved shall first discuss the complaint with their immediate supervisor outside of the bargaining unit. There shall be no grievance until the immediate supervisor who is outside of the bargaining unit has had an opportunity to discuss the matter with the Employee(s). The said supervisor shall respond to the Employee(s) complaint within three (3) working days of receiving a complaint.
- b) An Employee's complaint which is not resolved at Article 21.02 (a) may be submitted by the Employee as a grievance at Step One of the grievance procedures outlined in this article.

21.03 Any Employee, the Union or the Company, may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance or as the date of the grievor being aware, shall be forfeited and waived by the aggrieved party.

21.04 All grievances shall be submitted in writing.

21.05 The procedure for adjustment of grievances and disputes by an Employee shall be as follows:

Step One: The grievance shall be submitted in writing signed by the Employee and the Union representative to “his/her designated Supervisor”, normally a “Field or Site Supervisor” outside of the bargaining unit, setting out the grievance, the section(s) of the agreement which are allegedly to have been violated, and the remedy or correction sought. The Supervisor shall respond to the grievance, in writing, within seven (7) working days of receipt of the grievance.

21.06

Step Two: The Union Representative or Representatives may take the matter up with the Company’s Vice President Human Resources to handle Labour Relations matters. If the matter is not taken up within ten (10) working days of the date the Union received written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

The Vancouver Branch’s Director of Operations shall respond to the grievance in writing, within seven (7) working days of receipt of the grievance at Step Two.

At any time throughout the grievance process, either party may consult with the Branch’s Human Resources Manger.

21.07

Step Three: The Union Representative or Representatives may take the matter up with the Company's Vice President Human Resources to handle Labour Relations matters. If the matter is not taken up within the (10) working days of the date the Union received written reply to the grievance in Step Two, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

The Company's Vice President of Human Resources shall respond to the grievance in writing, within seven (7) working days of receipt of the grievance and Step Two.

21.08

Step Four

- (a) **Mediation** - Failing settlement of a grievance at the third step of the Grievance Procedure, either party may request that the grievance be submitted to an arbitrator who shall attempt to mediate a settlement of the grievance.

- (b) **Arbitration** - If a grievance is not resolved as a result of mediation under paragraph (a), either party may direct the arbitrator to give written recommendation(s) for resolution of the grievance and to deliver the recommendation(s) to the parties. Acceptance by the parties of the recommendation(s) shall constitute a final and conclusive settlement of the grievance.

21.09 All time limits set out in this article are intended to mean working days, and do not include Saturdays, Sundays and recognized holidays.

21.10 The time limits as indicated above can be extended by written agreement by both parties to this Agreement.

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 After 30 months' service employees are entitled to one day off a year with pay, in recognition of their service with the Company. Employees are to make their requests to their Director of Operations, in writing, four weeks in advance of the requested date, which must be mutually agreed to. (Employees can make the request for example, in recognition of their company anniversary date, their birth date, or any other mutually agreed-to date.)

22.02 The Company agrees to pay statutory pay according to the requirements of the Employment Standards Act for the following holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
B.C. Day	

ARTICLE 23 - HARASSMENT AND DISCRIMINATION

23.01 Under the Province's Human Rights Code, all employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.

“Harassment” means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behavior which has the purpose or effect of interfering with an Employee’s work performance or creating a hostile or offensive work environment.

“Sexual Harassment” includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of the Employee’s gender.

“Discrimination” means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any Employee’s age, marital status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership participation in its activities.

23.02 An Employee who alleges that he or she has been harassed, sexually harassed, or discriminated may file a grievance pursuant to Article 21 of this agreement.

23.03 If an employee files a grievance pursuant to Article 21, the employer shall, beginning at Step 2 of the Grievance Procedure, immediately carry out an investigation into the complaint, which formed the basis of the grievance.

23.04 Any information arising from an investigation undertaken shall remain confidential but shall be provided to the Union.

23.05 In the event that a grievance filed pursuant to Article 21 involved allegations against management personnel, the Employer shall endeavor to ensure that there is no contact between the management employee and the grievor without loss of pay and benefits to grievor.

The Union recognizes that the company is currently working on an anti-harassment policy, which they plan on including in the standing orders of each site.

ARTICLE 24 - DURATION OF AGREEMENT

The Company and the Union mutually agree that this Agreement shall be effective from June 30, 2002 to and including June 30, 2005 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. During such period of negotiations, this Agreement shall remain in full force and effect.

DATED THIS 10th day of February, 2003.

**SIGNED ON BEHALF
OF THE UNION**
Retail Wholesale Union
Local 580

**SIGNED ON BEHALF
OF THE COMPANY**
Inner-Tec Security
Consultants Ltd.

FOR THE UNION:

FOR THE COMPANY:

C. McCuaig _____ (signed)

R. Harsant _____ (signed)

All employees that are not affected by the minimum rate increase, upon ratification of this memorandum of agreement, will receive a \$100.00 signing bonus.

Minimum Rate

1. **March 15, 2003** the Company-wide minimum rate for all sites shall be \$8.30 per hour.

The "**Minimum Rate**" will apply to

- (i) sites which do not have specialized rates;
- (ii) temporary employees (those hired for a predetermined term or temporary assignment);
- (iii) casual employees (those called in to fill shifts as needed on sites);
- (iv) Employees assigned to temporary contracts (those which cover a specific event or situation, whether of definite or undetermined duration, but not intended to carry on indefinitely);

In the discretion of the Company, such Employee may be paid at a rate higher than the Base Rate.

Site Rate

1. Each client site will be treated separately for purposes of wage rates.
2. In addition, if the hourly Billing Rate charged to a client in respect of a site is increased at any time after January 1, 2000 forty per cent (40%) of the increase shall be allocated to wage rates, including all statutory deductions and benefit costs relating to a wage increase. Subsequent increases will be implemented for the pay period commencing after the increase becomes effective. All wage rates at a site will be increased by the same amount. Once a wage increase has occurred on a site, the revised rates will apply to that site, including for Employees transferred to the site and any new positions created on the site.

EXAMPLE

Site A has two (2) positions as of January 1, 2000

- Two (2) positions at the Rate of \$8.00

Effective February 1, 2000 a \$1.00/hour increase to the hourly Bill Rate is negotiated.

The total wage allocation is $\$1.00 \times 40\% = \0.40

Result:

- Two (2) two positions at the Rate of \$8.40

This example does not include the applicable deductions

These new rates would become effective for the pay period commencing after the date of ratification of the agreement.

\$8.40 becomes the new low rate at the site, the Site Rate. Therefore, if another position is added, it will be filled at \$8.40. Similarly, if one (1) of the Employees is replaced, the new Employee will receive \$8.40.

The Company and the Union agree that any new or renewed contract that commences after July 1, 2000 shall have a minimum pay scale of \$8.05.

3. The Company will provide the Union with a list of wage rates for each site effective January 1, 1998 and shall advise the Union whenever any rates are changed. The Union agrees to maintain in strictest confidence the information contained in the list, except as required to advise security guards working at a particular site and/or as required for purposes of Article 21 - Grievance and Arbitration. The Company and the Union representative will meet monthly to review contract renewals and vacancies filled via the transfer list.
4. On giving twenty-four (24) hours written notice the Union may review client contract documents at the Company's offices to verify the applicable rates.

The documents shall remain in the possession of the Company and no copies may be made by the Union. All information contained in such documents will be kept confidential by the Union and will not be disclosed to any other party, including security guards, clients, competition or other Union officials.

If the Union believes the Company is not paying the appropriate rate in a particular instance and the parties are not able to reach agreement, the matter shall be dealt with through the grievance arbitration process and only such documents as are relevant to the particular claim shall be subject to disclosure in that process.

5. If the Company acquires a new site it shall establish appropriate rates for the positions, considering the job functions, the Hourly Billing Rate and other relevant factors. The Company will advise the Union of the new site and the wage rates.
6. The parties recognize that special circumstances may apply to particular sites, such that a client may dictate the allocation of an increase in the Hourly Billing Rate between the wage rates and the Company's overhead. In such a situation the Company will advise the Union of the special circumstances and the client's dictates will govern.
7. The Company commits to the prompt renewal of expired contracts at the highest rate possible.

The Company agrees to provide the Union, on a quarterly basis, with an updated list of all Inner-Tec Security contract renewal dates. The Union agrees to only use the list for the purposes of administration of the Collective Agreement.

Temporary Sites

See attached Letter of Understanding.

BENEFITS

After thirty (30) months' service with Inner-Tec Security (or its Predecessor), employees will join the company's Extended Health Care Plan for which the Company pays the full premium cost.

The Pacific Blue Cross Extended Health Care Plan is designed to assist members in paying for specified services and supplies not provided under provincial government health plans.

All provisions of this plan are subject to the terms and conditions of the group contract issued by Pacific Blue Cross to the employer.

Individuals eligible for enrollment:

- a) All eligible member of the participating group.
- b) The spouse of a covered member.
- c) Any child, stepchild, legally adopted child, or legal ward of the member who is:
 - i) Under 21, unmarried and dependent on the member
 - ii) Under 25 provided such person is in full-time attendance at a recognized educational institute
 - iii) Any age if unmarried, handicapped, living with and financially dependent on the member and incapable of self-sustaining employment

The Extended Health Care Plan covers reasonable and customary charges for the following:

a) **In-Province Eligible Expenses**

- i) Hospital room accommodation – while confined as a patient under the active treatment and care of a physician:
 - the additional charge for semi-private or private accommodation over and above the amount allowed by any government plan for normal daily public ward accommodation in a hospital
 - the additional charge for semi-private or private accommodation over and above the amount allowed by any government plan for normal daily public ward accommodation in an extended care unit of a hospital (but not the coinsurance charge)
 - charges for the rental of a telephone, television, or similar equipment are not covered
- ii) Emergency ambulance services:
 - charges for licensed ambulance service to an from the nearest Canadian hospital equipped to provide the type of care essential to the patient

- air transport will be covered when time is critical and the patient's physical condition prevents the use of another means of transport
 - emergency transport from one hospital to another, only when the original hospital has inadequate facilities
 - charges for an attendant when medically necessary
 - ambulance charges for work related illness or injury assessed by the Workers' Compensation Board to be the employer's responsibility are not covered
- iii) Drugs and medicines – dispensed by a licensed pharmacist or a physician, in a quantity we consider reasonable for treatment of an injury or illness:
- drugs and medicines which legally require a prescription from a physician or dentist including oral contraceptives
 - insulin preparations for diabetics and Vitamin B12 for the treatment of pernicious anemia
- iv) Professional services of the following practitioners to the maximum amounts indicated (per person per calendar year), but excluding x-rays (except chiropractor), appliances, and tray fees. These services, excluding massage practitioner services, do not require referral by a physician:

Chiropractor	\$250.00
Naturopath	\$250.00
Physiotherapist	\$250.00
Massage practitioner	\$250.00
Podiatrist	\$250.00
Speech language pathologist	\$250.00
Psychologist	\$250.00
Acupuncturist	\$250.00

- v) Private duty care by a registered nurse for a person with an acute condition in the person's home or in a hospital in the patient's provide of residence. Maximum of \$10,000 per person per calendar year or \$25,000 per person per lifetime whichever occurs first. Private duty nursing requires referral by a physician.

- vi) Dental treatment, by a dentist, which is required, performed, and completed within 52 weeks after an accidental injury which occurred while covered under this Extended Health Care Plan, for the repair or replacement of natural teeth or prosthetics. "Accidental" means caused by a direct external blow to the mouth or face resulting in immediate damage to the natural teeth or prosthetics and not by an object intentionally or unintentionally being placed in the mouth.

Payment will be based on amounts listed in the Pacific Blue Cross Fee Schedule. No payment will be made for temporary, duplicate, or incomplete procedures.

vii) Medical aids and supplies - charges for the following services and supplies:

- testing supplies, needles, and syringes for diabetics
- oxygen, blood, and blood plasma
- ostomy and ileostomy supplies
- surgical stockings to a maximum of \$250.00 per person per calendar year
- walkers, canes and cane tips, crutches, splints, casts, collars, and trusses, but not elastic or foam
- rigid support braces and permanent prostheses (artificial eyes, limbs, larynxes, and mastectomy forms)
- stump socks to a maximum of \$250.00 per person per calendar year
- mastectomy brassieres to a maximum of \$250.00 per person per calendar year
- wigs and hairpieces required as a result of medical treatment or injury to a lifetime maximum of \$500.00 per person

- when prescribed by a physician or podiatrist, custom fitted orthopedic shoes (including repairs) and modifications to stock item footwear to a maximum per calendar year of \$300.00 per dependent child and \$500.00 per adult, and orthotics to a maximum of \$250.00 per person per calendar year
 - hearing aids (excluding batteries, recharging devices, or other such accessories) and repairs per dependent child only, to a maximum of \$500.00 in a 5 calendar year period
- viii) Charges for standard durable medical equipment when rented from a medical supplier. If unavailable on a rental basis, or required for a long-term disability, purchase of these items from a provider may be considered. Repairs to purchased items are not covered, and replacement only when the item can no longer be made functional.

We retain the right to determine whether the equipment prescribed by the attending physician will be rented by the patient or, purchased by the patient.

Reimbursement on rental equipment will be made monthly and will in no case exceed the total purchase price of similar equipment.

Our preauthorization is required for expenses in excess of \$5,000.00.

Standard durable equipment includes:

- manual wheelchairs, manual type hospital beds, and necessary accessories – electric wheelchairs and electric hospital beds will be covered only when the patient is incapable of operating the manual equivalent, otherwise we will pay the manual equivalent
- medical monitors including heart and blood glucose monitors, and cardiac screeners
- bi-osteogen systems (when recommended by an orthopaedic surgeon) and growth guidance systems
- breathing machines and appliances including respirators, compressors, percussors, suction pumps, oxygen cylinders, masks, and regulators
- insulin infusion pumps for diabetics – when basic methods are not feasible
- transcutaneous electric nerve stimulators (TENS) when prescribed for intractable pain
- transcutaneous electric muscle stimulators (TEMS) required when, due to an injury or illness, all muscle tone has been lost

b) **Out-Of-Province Non-Emergency Eligible Expenses**

We will reimburse non-emergency eligible expenses incurred out-of-province, less the deductible if any, and plan reimbursement percentage, as if these expenses were incurred in the person's province of residence. We will not reimburse any expenses payable or provided under a Government plan.

c) **Out-Of-Province Emergency Eligible Expenses**

i) Pre-existing condition, applicable only to retirees and their dependents, means a medical condition for which medical treatment or advice is required, or for which symptoms were present that would have caused a person to seek medical diagnosis or treatment within 90 days immediately prior to commencement of coverage under this Contract.

ii) While the member or dependent is travelling outside their normal province of residence, benefits are payable for the following eligible expenses incurred **IN AN EMERGENCY ONLY**. Non-emergency continuing care, testing, treatment, and surgery, and amounts covered by any Government plan and/or any other provider of health coverage are NOT eligible.

- local ambulance service when immediate transportation is required to the nearest hospital equipped to provide the treatment essential to the patient

- the hospital room charge and charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days
- if reasonably possible, we should be notified within 5 days of the patient's admission to hospital. When the patient's condition has stabilized, we have the right, with the approval of the attending Physician, to move the patient by licensed ambulance service (by surface or air at our approval) to the hospital nearest the patient's home which is equipped and has space available to provide further medical treatment. Where transportation would endanger the health of the patient, the 90-day limited may be extended
- services of a Physician, and laboratory and x-ray services.
- prescription drugs in sufficient quantity to alleviate an acute medical condition
- other emergency services and/or supplies if we would have covered them in the province of residence

iii) EMERGENCY Travel Assistance (Medi-Assist)

In emergencies which occur while a member and/or dependent is travelling, Medi-Assist will coordinate the following services to:

- locate the nearest appropriate medical care
- obtain consultative and advisory services (including second medical and surgical opinions and review of appropriateness, quality, and costs of hospitalization and outpatient procedures) from medical advisors under agreement with Medi-Assist
- investigate, arrange and co-ordinate medical evacuations and related transportation needs
- investigate, arrange, and co-ordinate the repatriation of remains
- replace lost passports, locate qualified legal assistance and local interpreters, and other incidental aid required by the member and/or dependent in distress

Exclusions and Limitations

The following are not included as eligible expenses under this Benefit:

- a) Except as specifically outlined in this quotation: dentures or dental treatment, hearing aids, eyeglasses, contact lenses, surgical lens implants, or examinations for the prescription or fitting of any of these, x-rays, hospital coinsurance, vitamin preparations, contraceptives, fertility used to treat or replace an addiction or habitation.

- b) General anaesthetic, medications used to treat baldness or promote hair growth, food and mineral replacements or supplements, HCG injections, drugs not approved for sale and distribution in Canada, and medications available without a prescription.
- c) Allergy testing or therapy unless rendered by a naturopath.
- d) Personal comfort items, items purchased for athletic use, air humidifiers and purifiers, services of Victorian Order of Nurses or graduate or licensed practical nurses, services of religious or spiritual healers, occupational therapy, services and supplies for cosmetic purposes, public ward accommodation, rest cures.
- e) Charges for completion of forms or written reports, communication costs, delivery and mailing or handling charges, interest or late payment charges, non-sharable or capital costs levied by local hospitals.
- f) Professional services of physicians or any person who renders a professional health service in the patient's province of residence, except as expressly provided in this Contract.
- g) That portion of a claim normally covered by a government plan which has been refused on the basis that the claim was not submitted within that plan's time limits.

- h) Out-of-province expenses incurred due to elective treatment and/or diagnostic procedures, or complications related to such treatment.
- i) Out-of-province expenses incurred due to therapeutic abortion, childbirth, or complications of pregnancy occurring within 2 months of the expected delivery date.
- j) Charges incurred outside the province/territory of residence for continuous or routine medical care normally covered by the Government plan in the person's province/territory of residence.
- k) Transportation charges incurred for elective treatment and/or diagnostic procedures, or for health or health examinations of any kind.
- l) Expenses of a dependent hospitalized at the time of enrollment.
- m) Services performed by any person who is related to or resident with the member or dependent.
- n) Any drug, vaccine, item or service classified as preventative treatment or administered for preventive purposes, and which is not specifically required for the treatment of an existing illness or injury.
- o) Any other item not specifically shown under **"Benefits Include"** in the schedule of benefits section of our proposal.

LETTER OF AGREEMENT

Between **INNER-TEC SECURITY CONSULTANTS**
And **RETAIL WHOLESALE UNION, LOCAL 580**

Subject: Temporary Work Sites

The Company and the Union agree that the wage rates for temporary work sites shall remain at \$8.00 for the term of the current Collective Agreement. The parties agree to this provision as recognition of the extremely competitive nature of the security industry.

Temporary work is defined as contracts that do not exceed thirty (30) days in length.

The Company agrees to notify the Union Representative of all contracts that fall under the definition of temporary. The Company also agrees to inform all Employees scheduled for temporary shifts of the rate of pay for temporary sites prior to the commencement of any shifts.

DATED THIS 10th day of February, 2003.

**SIGNED ON BEHALF
OF THE UNION**
Retail Wholesale Union
Local 580

**SIGNED ON BEHALF
OF THE COMPANY**
Inner-Tec Security
Consultants Ltd.

FOR THE UNION:

FOR THE COMPANY:

C. McCuaig (signed)

R. Harsant (signed)

NOTES