

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTGUARD SECURITY SERVICES (1986) INC.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1<sup>st</sup> , 2008 - June 30<sup>th</sup> , 2012**

**DON MCGILL  
Secretary-Treasurer**

**WESTGUARD SECURITY SERVICES (1986) INC.**

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THIS AGREEMENT entered into this 1<sup>st</sup> day of August, 2008 A.D.

**BETWEEN:**           **WESTGUARD SECURITY SERVICES (1986) INC.**  
a body corporate duly incorporated under the Laws  
of British Columbia and having their place of business  
at Suite 280, 1575 West Georgia Street, Vancouver,  
British Columbia V6G 2V3;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International Brotherhood  
of Teamsters, of the City of Vancouver,  
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**1. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union Local 213 as the exclusive representatives for the purpose of collective bargaining and grievance handling for all employees working under this Agreement and subject to the Canada Labour Code.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by this Agreement. The classifications of employees shall be set out with the wage rates in Appendix "A". Should any other category become necessary within the bargaining unit and there is no classification or wage rate contained in this Agreement for the job category, the Union and the Employer shall immediately negotiate a classifications and wage rate for that category. Should the parties fail to agree on an appropriate classification and wage rate the matter shall be referred to a Board of Arbitration as contained in this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein or who are eligible to become members under Article Three (3) (Union Security). Supervisors and those above the rank of supervisor will be allowed to perform bargaining unit work in the case of an operational emergency or where scheduled staff are unavailable. No work which the employees perform or can perform shall be sub-contracted out in any manner.
- (d) This agreement shall apply only to employees of the Employer working at Vancouver International Airport and such other federal sites designated by the Employer.

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including July 1<sup>st</sup>, 2008, though June 30, 2012 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion or a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

For the purposes of the Canada Labour Code the expiry date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union or the implementation of a lockout by the Employer.

## **3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whoever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that when he does hire new employees who are not referred by the Union, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards, prior to commencing employment, which will be supplied to the Employer by the Union, and mail same in to the Union office as soon as possible.

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

- (c) Should any employee covered by the bargaining unit cease at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee.

The Employer shall be held harmless from any action resulting from such dismissal.

## **4. MANAGEMENT RIGHTS**

- (a) The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just and reasonable cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces.

- (b) Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **5. DEDUCTION OF DUES, ETC.**

- (a) The Employer shall by the tenth (10th) day of each month mail to the Union, a list containing the names of all employees who have left their employ since the previous checkoff was remitted in addition to the names of all new employees hired during the preceding checkoff month. The Union shall then immediately send the Employer a current checkoff list based on that information supplied by the Employer. The Employer shall then deduct and remit the amount thereon.
- (b) Employees who commence employment after the first (1st) day of each month, for which the Union checkoff has been mailed to the Employer, shall have an amount equivalent to the monthly dues of the Union deducted from their wages and that amount along with the employee's name added to the Union checkoff before same is mailed to the Union.
- (c) All employees referred to above will be required to sign authorization for the checkoff of initiation fees, Union dues, fines and assessments, which may be levied by the Union in accordance with the Constitution and/or By-Laws.
- (d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, such initiation fees, dues, fines or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month and shall be accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary of the Union that such fees, dues, fines and assessments were levied in accordance with the Union's By-Laws.
- (e) The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent him by the Union.

## **6. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, without pay, to any man or woman who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave of absence, without pay, until such time as they can properly return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties. The Employer may request medical evidence for any period exceeding three (3) days.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer. Such leave shall be granted subject to availability of replacement staff and the requirements of the business. The Employer shall grant up to two (2) full time and two (2) part time guards at any one (1) time, by seniority, leave of absence without pay, when requested by the employees in writing to a maximum of ninety (90) days. The Company will reply in writing within ten (10) days of such request. The employees can only take advantage of this provision every three (3) years.

During an employee's leave of absence due to illness or injury (compensable or non-compensable), the Employer agrees to pay fifty percent (50%) of the full cost of the Welfare Plan on each employee's behalf to a maximum of six (6) months.

- (d) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (e) In the case of death in the immediate family, the employee affected shall be granted the following leave of absence with full pay in the case of mother, father, husband, wife, sister, brother or children - three (3) days; in the case of mother or father-in-law, sister or brother-in-law and grandparents - two (2) days. Part-time employee pay for bereavement shall be prorated based on sixty percent (60%) or forty percent (40%) of their weekly income.
- (f) All time lost by an employee on his regular work day due to necessary attendance at any Court proceedings where subpoenaed as a witness on behalf of the Employer, the Employer's client or arising from his employment shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Witness Duty, he or she shall be returned to the job classification and pay rate they were on prior to such duty. All payments received by the employee from Courts or otherwise shall be reimbursed to the Employer by endorsement of witness fees to the Employer. The employee must be returned to his regular assignment that he was on prior to being summoned or subpoenaed either during a break in the Court proceeding or the completion thereof. No employee's work week or shift shall be changed to avoid payment as set out above.
- (g) Employees will be allowed parental leave - pregnancy leave as per the Employment Standards Act.

- (h) Employees will be granted leave for Jury Duty and such leave shall be non-compensable. When the employee is released from Jury Duty, he or she shall be returned to the job classification and pay rate they were on prior to such duty. The employee must be returned to his regular assignment that he was on prior to being subpoenaed or summoned either during a break in the Court proceeding or the completion thereof.

## **7. SHOP STEWARDS**

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Supervisor, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union. There shall be no discrimination against the Shop Steward for lawful Union activities.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violations of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) The duties of the Shop Steward will be carried out without interference to the Employer's operation of its services to the client at the job location. Where the Shop Steward wishes to carry out Union activities on the job site, authorization must first be granted by the Employer. It is agreed that the Employer will not unreasonably withhold such authorization.

## **8. UNIFORMS, ETC.**

- (a) All uniforms, caps, raincoats, and other equipment necessary for the job shall be furnished by the Employer without cost to the employee.

Employees shall be required to wear the Employer's prescribed uniform in its entirety and black polishable closed toe shoes. If the Employer requires approved safety shoes or boots, the Employer will reimburse up to one hundred and twenty-five dollars (\$125.00), every two (2) years, upon presentation of the receipt. Those types of expenses must be pre-approved by the Employer. Employees must have worked six (6) months or the part-time equivalent before the boot allowance will be paid.

All uniforms directly under the Company's control shall be serviced by a "Union" firm where price is comparable.

- (b) Where guards are required to work out of doors, the Employer

shall provide proper or suitable outer wear.

**9. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

**10. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation, or any alleged violation of the terms and conditions of this Agreement shall be considered a grievance. Any rule or regulation adopted by the Employer of a ridiculous or discriminatory nature shall be considered a grievance. Prior to filing a grievance, any employee with a complaint, disagreement or difference of opinion as outlined in this section will take up the matter with his Manager, the purpose of this being to avoid minor complaints becoming grievances.
- (b) All grievances shall be finally and conclusively settled without stoppage of work in the manner following:
  - (1) To solve a grievance, an employee shall first either himself or accompanied by such person as he shall choose, discuss it with his Field Supervisor and Supervisor, and if they agree, their decision shall be final. This shall in no way be construed or intended to prevent a representative of the Union from taking up with the Company a grievance on behalf of any employee. All grievances shall be taken up within fifteen (15) calendar days of the event or incident from which the grievance arises, except payroll grievances which shall be taken up within thirty (30) days.
  - (2) Failing settlement within five (5) working days excluding weekends, of a grievance under clause (1) or in the case of any other grievance, the particulars thereof shall be set out in writing by the party resorting to this procedure, and shall be delivered to the other party, and they shall forthwith confer upon the matter and if they agree, their decision shall be final.
  - (3) If the grievance is not settled pursuant to clause (2) within seven (7) working days, excluding weekends, or such

longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

- (i) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute;
- (ii) The party receiving the notice shall within five (5) working days, excluding weekends, thereafter appoint a member for the Board and notify the other party of its appointment;
- (iii) The two (2) arbitrators so appointed shall confer to select a third (3rd) person to be Chairman, and failing for three (3) working days excluding weekends from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.
- (iv) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties.

The Company further agrees and the Arbitration Board shall take into cognizance that on matters of dismissal, suspension or on any other action taken by the Company against an employee, the burden of proof rests entirely with the Company. The Arbitration Board may make such independent investigations as it deems necessary to arrive at a proper decision which is placed before it for consideration.

The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

- (v) Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board and one-half ( $\frac{1}{2}$ ) the compensation and expenses of the Chairman and of stenographic and other expenses of the Arbitration Board.
- (c) Where the Board of Arbitration or the parties themselves, prior to the Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board or the parties may:
- (1) Direct the Employer to reinstate the employee and pay to the employee the sum equal to his wages lost by reason of his dismissal or suspension or such lesser sum as in the opinion of the Board of Arbitration or other body as the case may be, is fair and reasonable, or

- (2) Make such order as it considers fair and reasonable, having regard to the terms of the collective agreement.
- (d) The parties agree that any decision by an Arbitration Board set up under the terms of this Article shall be final and binding on both parties.
- (e) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give him the reasons for his discharge or suspension, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. Only such reasons set forth may be used before an Arbitration Board. The seventy-two (72) hours shall be within three (3) working days excluding weekends.
- (f) The Employer further agrees that one (1) year after an employee has received a written warning for an infraction of the Company's rules and regulations the record of that infraction will be cleared from the employee's record, provided that in the one (1) year period there were no further warnings on the same matter.

#### **11. PAY DAY AND PAY STATEMENTS**

- (a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis and the dates will not be altered without the consent of the Union.
- (b) The Employer 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 total hours worked, the total overtime hours worked, either time and one-half (1 ½) or double time, and all General Holiday pay, the rate of wages applicable, and all deductions made from the gross amount of wages. An employee on a blended rate shall have an itemized statement based on the blended rate.

All bank charges on pay cheques shall be paid by the Company provided that the charges arise from the error or act of omission of the Employer.

- (c) Payroll errors shall first be taken up by the employee with the Employer and all corrections shall be paid within two (2) business days if the amount is over fifteen dollars (\$15.00), otherwise the error will be paid on the next regular pay period.

#### **12. ANNUAL VACATIONS**

- (a) Employees shall submit written requests for vacations to the Employer at least six (6) weeks prior to their requested vacation start date. The Employer shall at least four (4) weeks in advance of requested vacation start dates, inform the employees of request approval or reason(s) for refusal.
- (b) Employees shall be entitled to vacations and vacation pay as set out by the Canada Labour Code. For the purpose of calculating

length of continuous service, the employees first (1<sup>st</sup>) day of employment with the Company shall be used and in no event will the first day of service of any employee be prior to May 1, 1995.

- (c) Employees who have previously completed or subsequently complete one (1) year's continuous service as an employee shall receive two (2) consecutive weeks' vacation at four percent (4%) of their annual gross earnings for the calendar year of service dating from their anniversary date.
- (d) Employees who have previously completed or subsequently complete four (4) years continuous service as an employee shall receive three (3) weeks' vacation at six percent (6%) of their annual gross earnings for that calendar year of service dating from their anniversary date.
- (e) Vacations will not be deferred from one (1) year to another. (Vacations must be taken within each calendar year.)
- (f) Vacations must be taken by the employee and vacation pay in lieu of vacations shall be granted by the Employer.
- (g) Employees entitled to vacations as above set forth shall be given their vacations within six (6) months of their anniversary date and at a time suitable to the Employer and employee, based on his seniority.
- (h) The Employer will do its utmost to co-operate with any employee's vacation requirements where extenuating problems exist.
- (i) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (j) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%) or six percent (6%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (k) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.

### 13. GENERAL HOLIDAYS

- (a) There are nine (9) General Holidays:

New Year's Day Canada Day

Thanksgiving Day

Good Friday

Boxing Day

Remembrance Day

Victoria Day

Labour Day

Christmas Day

- (b) Each eligible full time employee shall be paid a regular day's pay for the Holiday.
- (c) Following the first thirty (30) calendar days of employment, an eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a General Holiday is entitled to pro-rated General Holiday pay. Pro-rated General Holiday pay is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).
- (d) An eligible employee who works on a General Holiday shall be paid time and one-half (1 1/2X) for the first eleven (11) hours, and double time (2X) after eleven (11) hours.
- (e) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday between 12:01 A.M. and 12:00 midnight shall be considered as worked on a General Holiday for each employee.
- (f) A full-time employee required to work on a General Holiday which otherwise would have been that employee's day off, shall be given an alternate day off with pay.

#### 14. SENIORITY AND PROMOTIONS

- (a) Strict seniority shall prevail at all times, subject to the particular employees being capable for any work which is to be done. Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off. Full time employees shall be given preference over part time employees for available work, and no part time employee will be given work unless all regular full time guards (those who work thirty (30) or more hours per week) are working.

All employees under this Agreement shall be classified as:

- (1) Probationary Employee - any employee who has not completed ninety (90) working days. A working day is defined as having worked a minimum of four (4) hours or, in cases where shifts are less than four (4) hours, a minimum of one half (½) of a regularly scheduled shift.
- (2) Full time Employee - any employee having completed his probationary period and who works a regular fixed schedule of at least thirty (30) hours per week.
- (3) Part time Employee - any employee having completed his probationary period and who has worked an average weekly schedule of less than thirty (30) hours in the three (3)

preceding months.

- (b) Any employee promoted to any position outside of the bargaining unit and if at a later date there is a reduction of the staff of the department, may be reinstated in the bargaining unit without loss of his previous maintained seniority for re-assignment provided this occurred within six (6) months of the promotion.
- (c) The Employer shall provide the Union with a separate seniority list for full time and part time employees, giving names of employees and date they commenced employment, immediately after signing of this Agreement and each four (4) months after that.

It shall be the Employer's responsibility to inform all employees upon hiring as to their status, i.e. full time or part time employee, and the Company shall put the employee on the proper seniority list (full time or part time seniority list). Failing to do so, the employee shall be deemed to be a full time employee and Article 18 (b) (i) shall apply.

- (d) Supervisors who remain such for a ninety (90) calendar day period may not be demoted in rank or in pay unless for just cause and such Supervisor has had recourse to the Grievance Procedure. This shall not apply where an account is lost or where the account eliminates the use of a Supervisor as part of their contract.

However, where an account is lost and the Supervisor on that account has seniority in the bargaining unit, the Employer shall make every effort to place him at a location where a junior Supervisor may be employed, provided that a client does not object to such placement.

- (e) The Company agrees that when a Guard or Supervisor who has a permanent assignment leaves the employ of the Company, all employees then on the payroll shall be informed at least once each month by a notice posted at his work location and there is a vacancy at the client's premises involved where the Guard or Supervisor who is leaving was employed at, or a new contract is obtained. Any employee then on the payroll shall have the right to apply within seventy-two (72) hours of such postings, in writing, for such vacancy and the senior employee who is best qualified or can qualify to perform the job shall receive such job posting provided that a client does not object to such placement.

There shall only be one (1) change of duty involved in each vacancy created by an employee leaving the employ of the Company or where a new contract is obtained. Guards or Supervisors employed at construction locations or other jobs outside of the Greater Vancouver area who had their fares paid to such location by the Employer shall fulfill the requirements of Article 27 (a) (4) before being eligible to apply for another transfer.

- (f) Due to the nature of the Employer's business he will have the right to discontinue the employment of any probationary employee under this Agreement:

- (1) if the said employee is unsuited to the type of work, this being determined after one (1) or more postings;
- (2) if the employee submits willful erroneous information on an application form and if such erroneous information is in conflict with the aims and objectives of the Employer's business;
- (3) if the said employee has a record of criminal conviction where that conviction relates to the work to be performed.



The Employer reserves the right to discontinue employment of any employee convicted of an offence under the Criminal Code where that conviction relates to the work to be performed or whose security employee licence is revoked or otherwise refused under any applicable statute.

- (g) Any employee terminated, not for just cause, and who returns to work with the same Employer within four (4) months shall retain his previous seniority.
- (h) For the purposes of vacation and benefit entitlement seniority shall be based on the employee's length of service with the Employer. Otherwise seniority shall be work site specific and based on the employee's date of orientation for that site.
- (i) Where an employee is transferred to a site different than the one where he has accumulated his site seniority the employee will be assigned a new seniority date for the new site. The employee will be scheduled for hours available by seniority at the new site. The parties recognize that this may result in fewer hours than the employee previously worked or, conversely, more hours depending on availability.
- (j) Where the Employer obtains a new contract or acquires work at a new job site up to twenty (20%) of the positions at that site shall be open for bids by existing employees to a limit of five (5) employees. Such postings shall be awarded according to company seniority provided the employee is qualified for the job.

#### 15. HOURS OF WORK, ETC.

- (a) The calendar week shall be from 12:01 A.M. Sunday to midnight the following Saturday.
- (b) The hours of work for full time employees shall be not less than seven (7) hours per day, five (5) days per week with two (2) consecutive days off. This Section is intended only to guarantee eight (8) hours per day, not forty (40) hours per week. Any employee reporting to work on a normal work day on the call of the Employer and does not commence his shift shall be paid four (4) hours pay at the applicable rates.

The hours of work for part time employees shall be not less than four (4) hours per day.

- (c) **Overtime:** Any hours worked in excess of eight (8) and up to eleven (11) hours in any one (1) regular work day shall be paid for at the rate of time and one-half (1 ½). Any hours worked in excess of eleven (11) hours in any one (1) regular work day shall be paid at the rate of double time (2X).

In order to qualify for the double time provisions after the eleven (11) hours as set out herein, where any overtime is worked as a result of a relief not showing up, the Guard then on duty must notify the dispatch of the failure of the relief to show up, no later than thirty (30) minutes past his normal shift end.

Failure to notify the dispatch in the thirty (30) minutes immediately following the shift end, the overtime provisions shall only be time and one-half (1 ½) for the first four (4) hours and double time thereafter.

Continued failure in not reporting the non showing of relief in the first thirty (30) minutes after a Guard's regular shift end may result in disciplinary action.

- (d) Where it is necessary for a shift or hours of work to be split or adjusted in order to meet the requirements of a job, the Employer shall provide the details of the job and the proposed shift schedule to the Union. Providing the Union and the employee(s) concerned are in agreement, adjustments can be made upon approval of all parties. Shifts will not exceed twelve (12) hours per day.
- (e) All time worked in excess of forty (40) hours in a work week or eight (8) hours in a work day shall be at time and one-half (1 ½) regular rates of pay.
- (f) Any employee called out after his working day has been completed shall be paid a minimum of four (4) hours' pay at the applicable overtime rates of pay.
- (g) When an employee is called to work on one of his days off, he shall receive a minimum of four (4) hours' pay at the applicable overtime rates.
- (h) All employees may be required to work overtime of up to eight (8) hours per calendar month after which all overtime shall be voluntary.

No employee shall be asked to accept time off for accumulated overtime, but shall be paid for all overtime worked in each pay period at the rates prescribed herein.

- (i) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- (j) The Employer agrees to allow employees at any one (1) location to arrange shift work by mutual written arrangements between all employees at the location, provided there is no conflict with the hours of work as set out herein, and Management is informed of the changes.

If employees are not able to agree on a mutual arrangement, the Employer shall rotate all employees (except Supervisors) at least every three (3) weeks.

- (k) If any employee is required to work unscheduled overtime of which he is not notified in advance of his shift, provided he works at least two (2) hours overtime, he shall receive the sum of \$8.50 as a meal allowance.
- (l) Guards or Supervisors who are assigned to a permanent location for ninety (90) days or longer and are then required to work

overtime at locations other than their permanent location on their regular scheduled days off shall be paid at double time for all such overtime.

**16. BONDING**

If at any time, the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond. The Employer will be responsible for the cost of obtaining the bond.

**17. WELFARE PLAN**

(a) The Employer shall provide a Health and Welfare Plan covering full time employees and their eligible dependents subject to the following eligibility conditions. Employees must be a full-time employee as of September 11, 2003 and must work a minimum of thirty (30) hours per week to be eligible for coverage. Full-time employees as of September 11, 2003 will have until April 30, 2005 to indicate to Westguard Security whether they wish to participate in the plan. The cost of premiums is to be shared between the Employer and the employees as specified. All new employees hired after September 11, 2003 will not be eligible for any benefits.

(12) Any employee who is a full-time employee as of September 11, 2003 shall join the plan on the first (1<sup>st</sup>) day of the month immediately following: the completion of twelve (12) consecutive months of full-time employment for entitlement to MSP as described in 18(f) and twenty-four (24) months for the remainder of the benefits as described under this plan.

(13) Any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan on the first (1<sup>st</sup>) of the month immediately following: the completion of twelve (12) months employment for entitlement to M.S.P. as described in 18(f) and twenty-four (24) months for the remainder of the benefits as described under this Plan.

(b) The Plan shall provide the following benefits:

(1) Group Life Insurance of \$15,000.00 and

(2) Non-occupational Accidental Death and Dismemberment coverage for loss within ninety (90) days of the accident of: life, limb or sight, according to the following schedule:

Loss of Life	\$15,000.00
Loss of both hands or both feet or sight of both eyes	\$15,000.00
Loss of one hand and one foot	\$15,000.00
Loss of one hand and sight of one eye	\$15,000.00

Loss of one foot and sight of one eye	\$15,000.00
Loss of one hand or one foot or sight of one eye	\$ 7,500.00

A.D.& D. to be 24 hour coverage.

- (3) The cost of the A.D.& D and Life Insurance to be carried  
100% by the employee.
- (c) After two (2) years of full time employment:  
Vision care coverage of \$200.00 every two (2) years.

- (d) After two (2) years of continuous full-time employment:

Dental Plan A (Basic Dental) - 70%, subject to an annual maximum of \$1,000 and an annual deductible per policy of:

Single Coverage	\$ 50.00
Dependent Coverage	\$100.00

- (e) An Extended Health Care Plan as follows:

- 1) Single Coverage Annual Deductible \$25/Dependent coverage Annual Deductible \$50.00
- (2) Overall Co-insurance 80%
- (3) Hospital Semi-Private
- (4) Paramedical Maximum \$500.00
- (5) Prescription Drug Reimbursement 80%

(f) The cost of premiums for the benefits other than A.D.& D. And Life Insurance shall be shared between the Employer and the eligible employee on the basis of fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

(g) Payroll deductions shall be made once monthly from the first pay period of each month. Coverage shall remain in force for the whole of any month during which the regular deduction has been made from a member's pay whether or not the member remains in the employ of the Employer for the whole of such month.

(h) Employees eligible for coverage under the Health and Welfare Plan may not waive their entitlement to any part of the Plan except in cases where they are covered under another plan (spousal or parental). A written request for waiver and evidence of coverage under another plan must be supplied to the Employer.

## 18. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination, he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- (1) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee at

his own expense shall have the right to be examined by his personal physician.

- (2) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (3) The findings of the consultant shall be final and binding upon all parties.
  - (4) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (5) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examination.

#### **19. STRIKES AND PICKET LINES**

- (a) The parties mutually agree that there shall be no strikes, work stoppages, job action or lockouts or intimidation under this Agreement, excepting those strikes as provided under the Canada Labour Code.

All disputes and grievances of either party shall be settled as quickly as possible under the Grievance Procedure outlined herein.

- (b) In the event of a strike by a Labour group other than those covered by this Agreement, involving the client's property or operations, the employees will remain on the job for protection of life, limb or property, and maintenance of fire watch on the client's premises.

They will not engage in any work they do not normally do, other than additional functions agreed to by the parties hereto.

20. WAGE RATES

(a) Employees will be paid no less than the following hourly rates:

CLASSIFICATIONS	RATES PER HOUR EFFECTIVE August 1, 2008
Probationary Period	\$9.00
After 720 Hours	\$10.00
After 2080 Hours	\$11.00
After 4160 Hours	\$12.00

**Site Supervisors:** plus \$1.00 per hour;

**Shift Supervisors:** plus \$0.50 per hour.

(8) The Employer, at its sole discretion, reserves the right to offer an incentive wage in excess of the rates specified in this Section at locations where a premium wage is offered by the client.

(9) No employee shall suffer a reduction in their hourly wage as a result of ratification of this Agreement.

(10) Progression through the above wage grid is inclusive of vacations and general holidays.

(b) Any Guard or Supervisor required to use his own car on actual assignment shall be compensated for such use at a mileage rate for each mile actually travelled, at a rate of thirty cents (30¢) per kilometre. However, where it is a regular occurrence a flat weekly rate may be established by mutual agreement between Management and Union. This is meant to cover regular patrols.

Guards required to use their cars for shelter while on duty will be paid forty cents (40¢) per hour.

(c) **Specialty Pay:** In addition to the basic rates, seniority pay and other increments, there shall be a specialty pay for employment in special categories as follows:

**Driving a vehicle on work assignment on the public highways:**  
Plus sixty cents (60¢) per hour.

(d) Guards assigned to Public events or Traffic Control which require four (4) or more hours of duty shall be given at least a fifteen (15) minute paid break for coffee, etc. Where the Employer fails to give the employees involved their fifteen (15) minute paid break, the Employer shall be liable to pay such employee for thirty (30) minutes at overtime rates for each fifteen (15) minute period they fail to give such employees.

- (e) **Remote Location Rates:** Where no room and board is provided the basic rate of pay shall be subject to negotiations by the parties.
- (f) **Government Service Contract Rates**  
Security Officer rates for government service contracts for countries with an ongoing requirement for counter-terrorism training and employing over 5 security officers per site will receive an addition fifteen cents (15¢) per hour and supervisors will receive thirty cents (30¢) per hour over the standard rates, specified in the Collective Agreement.
- (g) For those employees working at a site where the contract is terminated, the following will apply:
  - (1) Security Officers - will be transferred to another site according to seniority and will be paid the hourly rate applicable to that site.
  - (2) OFA Security Officers - will be transferred to another OFA site according to seniority and will be paid the hourly rate applicable to that site.

## 21. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.
- (d) This Article shall not apply where an employee has failed to surrender his license and in good condition, notwithstanding fair wear and tear, all the uniforms and equipment issued to him by the Employer. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated, or not returned before final payment of salary is made, subject to the Payment of Wages Act.

## 22. INSPECTION PRIVILEGES

Authorized Agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the establishments where employees of the Employer are employed, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided however that there is no interruption of the working schedule.

## **23. REGULATIONS**

The Employer may from time to time make rules and regulations concerning employment to be complied with by the employees which are not inconsistent with the terms of this Agreement. However, any regulation may become the subject of a grievance if any regulation is considered of a discriminatory nature.

## **24. EXTRA SKILLS OR REQUIREMENTS**

- (a) When the Employer requires an employee to re-certify his or her occupational first-aid certificate, the course will be reimbursed after successful completion of the course. An official receipt from the first-aid school is required.
- (b) In addition thereto, qualified First-Aid Certificates required by the Employer to fill a client's needs shall be paid an additional eighty cents (80¢) per hour.

## **25. SAVINGS CLAUSE**

- (a) If any Article or Section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 11 herein.

## **26. LICENSES AND OTHER INSURANCES**

- (a) The Employer shall pay the cost of obtaining Liability Insurance and other insurances or bonds that may become necessary as a condition of the Company's client contracts.
- (b)
  - (1) The employee shall be responsible for bearing the cost for obtaining and renewing a valid Security Employee Licence for the Province of British Columbia pursuant to the B.C. Private Investigator and Security Agencies Act before the commencement of employment. The Employer shall be responsible for bearing the cost of Administration fees for Licences.
  - (2) If an employee voluntarily terminates prior to ninety (90) calendar days employment the licence fee may be deducted from termination pay.
- (c) Those insurances and licences required under the Motor Vehicle Act are excluded.

(d) The employee reserves the right to hold dual licenses.

**27. COMPENSATION COVERAGE**

The Employer shall provide coverage to all employees for injury on the job under the Workers' Compensation Act of the Province of British Columbia, or under an Insured Plan which provides coverage of compensation equal thereto.

**28. MISCELLANEOUS**

All guards should receive training for the shift that they will be working on.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

| DATED AT Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

PARTY OF THE FIRST PARTY

PARTY OF THE SECOND PART

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