

Collective Agreement

Between



Group 4 Securicor

G4S Security Services (Canada) Ltd.

And



Canadian Union of Public Employees Local 46

THIS AGREEMENT MADE THIS 12 DAY OF June, 2009

BETWEEN:

**G4S SECURITY SERVICES (CANADA) LTD
(Hereinafter called the "Company")**

PARTY OF THE FIRST PART

-And-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 46
(Hereinafter called the "Union")**

PARTY OF THE SECOND PART

G4S Security (Canada) Ltd and the Union agree as follows:

ARTICLE 1 – PREAMBLE

WHEREAS it is the purpose of both parties to this agreement:

- (a) To maintain and improve harmonious relations between the Company and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment, services and benefits;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the Employees in the Bargaining Unit.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of Employees are described in a Collective Agreement;

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all Its Employees covered by this Collective Agreement as described by Alberta Labour Relations Board Certificate No 75-2009, save and except supervisors, those above the rank of supervisor and persons excluded by the provisions of the Labour Relations Code.
- 2.02 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit Employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them at their permanently assigned site except:

- (a) for the purpose of instruction training, or
- (b) for emergency situations beyond the company's control requiring immediate action.

2.03 Employee

The word "Employee" when used in this agreement shall mean an Employee assigned to a position coming within the scope of this agreement

2.04 Permanent Full-time Employees

When used in this Agreement shall mean any Employee who is filling a full-time position who regularly works thirty (30) hours per week or more and has successfully completed the required probationary period.

2.05 Permanent Part Time Employee

When used in this agreement shall mean an Employee in a position who regularly works less than thirty (30) hours per week and has successfully completed the required probationary period.

2.06 Casual Employee

A "Casual Employee" is a person hired for a specific project or job of a limited duration, or one who works occasionally, usually on a "call in" basis.

2.07 Probationary Employee

The words "probationary Employee" when used in this Agreement shall mean any Employee filling a position who is serving the required probationary period.

2.08 Regular Hours of Work

The words "regular hours of work" when used in this agreement shall mean assigned daily hours of work exclusive of overtime.

2.09 Regular Rate of Pay

The words "regular rate of pay" when used in this agreement shall mean the rate of pay assigned to an Employee or site specific rate as set out in Appendix "A".

2.10 Shift

"Shift" means the regular daily hours of work assigned to an Employee.

2.11 No Contracting Out of Work

The company at no time shall use contracting out in order to intentionally subvert the work of the bargaining unit.

2.12 Outside Agreement

The Company agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

2.13 Gender Clause

The word "Employee" or "Employees" wherever used in the Agreement shall mean respectively an Employee or Employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.14 Union

The word "Union" when used in this agreement shall mean the Canadian Union of Public Employees Local 46. (P.O. Box 255 Medicine Hat, AB T1A 7E9. 403-527-7662 office. 403-526-6787 fax)

ARTICLE 3 - UNION SECURITY

- 3.01 All Employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 3.02 The Company agrees that when it hires new Employees, the Company shall have such new Employees fill in the required Union Application for membership cards (cards to be provided by the union) prior to commencing work, the cards shall be picked up from the office by the Chief Shop Steward or designate.
- 3.03 The Union will provide the new employee, with a copy of the Collective Agreement.
- 3.04 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union
- 3.05 The Company shall deduct the monies bi-weekly and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, accompanied by a list of all Employees from whose wages the deduction was made; Including the current address and phone number of the Employee.
- 3.06 It shall be the responsibility of the Employee to keep the Company informed of their current address and telephone number.
- 3.07 The Company will list the annual regular Union dues paid by each Employee on his Income Tax T-4 Slip.

3.08 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 3.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 Except, and to the extent specifically modified by this agreement, all rights and prerogatives of management are retained by the company and remain exclusively and without limitation within the rights of the company and its management. Without limiting the generality of the foregoing, the company's exclusive rights, power and authority shall include but shall not be confined to:
- (a) The right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the collective bargaining agreement;
 - (b) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, lay off, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) The right: to determine the location and extent of the operations and their commencement, expansion, curtailment; the direction of the working forces, the services to be provided, the description of jobs; the schedule of hours of work; the number of shifts; the qualification of employees; the number of employees needed by the company at any time; Client requirement for medical examinations at the Company's expense, the use of improved methods, whether there shall be overtime and who shall perform such work; the number of employees needed by the Company at any time; and how many shall work on any job; the number of hours to be worked starting and quitting times, and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.
- 4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 4.03 in addition to existing rules and regulations, the employer shall have the right from time to time to make such rules and regulations as it may deem necessary and advisable and all employees shall be obliged to comply with such rules and regulations. Prior to the implementation of a new rule or regulation affecting employees, the employer shall notify the union of such new or modified rule or regulation and shall upon request discuss the matter with the union.
- 4.04 The Company agrees that it will exercise its management rights and administer the Collective Agreement in a fair and reasonable manner.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Company and the Union shall not discriminate against Employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence, sexual orientation, membership in and activity or lack thereof in the Union.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 Two (2) stewards (who have successfully completed their probation periods) one of which one shall be the Chief Steward, shall be elected or appointed to perform Union duties. The Company will recognize the Shop Steward(s) selected in accordance with the Union rules and regulations as the representative(s) of the Employees for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. There shall be no discrimination against the Shop Steward(s) for lawful Union activities.
- 6.02 The Union shall advise the Company in writing of the names of the Stewards.
- 6.03 It is understood that the steward will have to do the work assigned to him by the company, and if it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the written permission of the District Manager or designate. If these conditions are met, the company agrees that he will not lose pay in such circumstances. It is understood that whenever possible, the steward will take care of grievances outside of his working hours however, where a steward is required to remain after the conclusion of his shift, he shall be paid for up to thirty (30) minutes at his regular straight time hourly rate.
- 6.04 The Company agrees to recognize representatives designated by the Union to assist in the presentation of any grievances that may arise and negotiations.
- 6.05 Up to two (2) representatives of the Union shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, with the Company up to a maximum of five (5) days.
- 6.06 The Union shall be copied on all correspondence regarding letters of discipline (suspension or above) and all posting notices.
- 6.07 The Union agrees that, except as provided for in this agreement there will be no Union activity on the premises of the Company and/or job sites except by written agreement of the Company.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

- 7.01 When management decides that an investigative meeting is necessary to determine whether or not disciplinary action may be taken against an Employee, the Employee shall have the right to contact and have a Union representative present.
- 7.02 Whenever an Employee is disciplined it shall be a matter of management record and the following shall take place:
- 7.03 The Employee shall have the right to have a Union representative present at the meeting when the discipline is given; and

- 7.04 The Employee shall be given, in writing, the facts upon which the Company is basing its disciplinary allegations, whether it is a verbal warning, written warning, suspension, or discharge.
- 7.05 Any written disciplinary notation or warning shall be removed from management record and deemed void after an Employee has maintained a clear record with no disciplinary warning or suspension of any kind, for twelve (12) consecutive months.
- 7.06 Upon serving at least two (2) working day's notice to the Company, an Employee shall have a right to view his personnel file. A mutually agreeable date and time shall be agreed to by the employee and the company, for the employee to view his personnel file. this may be done to a maximum of two (2) times per twelve(12) month period.
- 7.07 At the Union's written request, the Company shall provide such information as the Union requires relevant to the discipline of any Employee.
- 7.08 An Employee shall have the right to grieve his discipline or dismissal through the grievance procedure.
- 7.09 No Employee shall be disciplined except for just cause.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the Employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree it is of the utmost importance to address complaints and grievances as quickly as possible.
- 8.02 Any complaint, disagreement or difference of opinion between the Company, the Union or Employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement.
- 8.03 It is the mutual desire of the parties that complaints of Employees shall be adjusted as quickly as possible, and it is agreed that an Employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.

8.04 Step One

The grievance shall be submitted in writing by the Union to the Operations Supervisor or designate within five (5) working days of the circumstances giving rise to the grievance. The company designate shall hold a meeting with the employee and the Union within a further five (5) working days and shall communicate his position to the employee within three (3) working days of such meeting.

8.05 Step Two

If the matter is not settled, then within five (5) working days of the Operations Supervisors reply, the Union may request a meeting with the District Manager or designate. In such case the meeting shall be held as soon as practicably possible, but no later than two (2) weeks after the Company receives notification from the Union that such meeting is desired.

8.06 If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within ten (10) days of the date of such meeting, deliver to the Company a notice in writing stating that it wishes to take the matter to arbitration.

8.07 Extension of Time Limits

Any and all time limits set forth in this Article for the taking of action by either party or by an Employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

8.08 Policy or Group Grievance

The Union, may file a policy or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a number of Employees in the bargaining unit. A Policy or Group grievance shall commence at Step Two of the grievance procedure.

8.09 Company Grievance

The Company shall have the right to file a grievance should it wish to do so. The grievance shall be filed with the President of the Union who shall render a decision within the time lines outlined in Article 8.06. Failing settlement the Company may submit the grievance to arbitration.

ARTICLE 9 - ARBITRATION

9.01 Failing settlement under Step 3 of the grievance procedure, such grievance may be forwarded to Arbitration as hereinafter provided.

9.02 A single arbitrator shall hear the grievance as follows:

- (a) The Company and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.
- (b) The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.
- (c) The arbitration award shall be final and binding on both parties and shall be handed down as expediently as possible, within thirty (30) days from the date of the final hearing. In no event shall the arbitration award alter, modify or amend any of the provisions of this Collective Agreement. However, the Arbitrator, or the Arbitration Board, shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

- 9.03 The parties may mutually agree to a three (3) member arbitration board with each party appointing one (1) member to represent them who shall mutually agree on a chairman (or as appointed by the Director of Mediation Services). The parties shall pay the expenses for their respective nominee to the arbitration board.
- 9.04 Any and all time limits fixed by Article 8 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

ARTICLE 10 – PROBATION

10.01 Probationary Period

An employee will be considered as a probationary employee for his first ninety (90) working days or six (6) months of employment whichever is sooner and will have no seniority rights during that period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire.

Probation is served once at the outset of the employment relationship and no Employee shall be required to serve more than one probationary period.

- 10.02 During the probationary period, the Company may terminate a probationary Employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and such termination shall not be subject to the grievance procedure.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority for Employees is defined as the length of service with the Company in the Bargaining Unit, including service prior to certification of the Union.

- 11.02 When a Casual Employee is the successful applicant for a full or part-time position, his seniority shall be calculated from the date he first commenced working for the Company, based on regular hours paid.

11.03 Seniority List

The Employer shall prepare a seniority list of all Employees. The list shall be brought up to date as at the end of February year. The Employer shall forward a copy to the Union.

11.04 Loss of Seniority

Seniority rights and employment shall cease for any of the following reasons:

- (a) If an Employee resigns in writing or retires;
- (b) If an Employee is discharged for just cause and the discharge is not reversed through the grievance procedure;

- (c) Has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence.
- (d) Fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, except in case of a bona fide emergency or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) Failure of an Employee to report for work within one (1) week when recalled by the Company after a lay-off, notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the Employee's last known address on file with the Company.
- (f) He is laid off for a period of eighteen (18) months.
- (g) Fails to maintain the provincially required security licence.
- (h) Verbally quits the employ of the company and does not rescind in writing his resignation within two (2) days.

ARTICLE 12 – LAY-OFF AND RECALL

12.01 A lay off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this agreement.

12.02 Employees shall be laid off in reverse order of seniority at the site in question in the following order and shall be recalled in reverse order of seniority providing the Employee has the necessary qualifications and can demonstrate the ability to do the job:

- (a) Probationary Employees
- (b) Casual Employees,
- (c) Part-time Employees,
- (d) Full-time Employees.

12.03 Lay-off Notice

The Company shall give Employees at least two (2) week's notice of lay-off or pay in lieu thereof, or shall give notice prescribed in the Employment Standards Code, whichever is the greater.

12.04 No new Employees will be hired until those laid off have been given an opportunity of re-employment.

12.05 The Shop Stewards shall be the last Employees laid off, and their Lay-off shall be in reverse order of their respective seniority.

12.06 Severance Pay

In the event an Employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive termination notice or pay in lieu of termination notice as provided for in the Employment Standards Code.

ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 In the event a permanent vacancy occurs in any of the classifications covered in this Collective Agreement, the Company shall post a notice on the Branch Office bulletin board notifying Employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within five (5) working days of such posting. The filling of such vacancy shall be made within ten (10) working days of the date the posting closed and shall be filled in accordance with seniority, provided the Employee has the required qualifications.

13.02 Trial Period

An Employee who is selected to fill a vacancy or a promotion shall have a trial period of thirty (30) calendar days. During the trial period an Employee may elect to revert to his former position or may be directed by the Company to return to their former position without loss of seniority.

13.03 Temporary assignment outside of the Bargaining Unit

When an Employee is assigned temporarily to a position outside the bargaining unit, he will retain and continue to accumulate seniority for a period not to exceed thirty (30) days from the date of such assignment. After such assignment, the Employee shall not have any seniority under this Agreement.

Should the Employee return to the bargaining unit within the thirty (30) day period, the Employee shall return to his original position.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The scheduled work week for full-time Employees shall consist of thirty (30) hours per week or more.

14.02 The scheduled work week for part-time Employees shall consist of less than thirty (30) hours per week.

14.03 The work week may be scheduled as eight (8), ten (10) or twelve (12) hour shifts per day provided that the total number of hours worked in a week does not exceed forty-four (44). Any hours over forty-four (44) per week shall be considered as overtime. Notwithstanding some sites operate on a compressed work week.

14.04 There shall be no split shifts unless dictated by the client

14.05 Employees shall be allowed to exchange shifts provided that:

- (a) The shift exchange is agreed between the two Employees in writing and signed by both Employees, and
- (b) The shift change is approved by the Branch Manager or designate; and
- (c) There is no additional cost to the Company due to overtime.

14.06 Overtime pay of one and one half times (1.5 x) an Employee's hourly rate of pay shall be paid to Employees who are willing and qualified to perform the overtime work and shall be applied in accordance with the provisions of the Employment Standards Code. Notwithstanding, any hours worked over twelve (12) hours per day shall be paid at overtime rates.

14.07 The Company shall not require any Employee to take time off in lieu of overtime.

14.08 "Working day" means the calendar day commencing at 00:00 hours of a day to 23:59 hours of the same day.

14.09 "Calendar day" means the twenty-four (24) hour period from 00:00 hours to 23:59 hours.

14.10 "Work week" means the calendar week commencing 00:01 hours Sunday to 23:59 hours Saturday.

ARTICLE 15 – REST AND MEAL BREAKS

15.01 Every Employee will be entitled to rest periods as outlined in the Employment Standards Code.

15.02 There will be a minimum of eight (8) consecutive hours of rest in between scheduled shifts. Those Employees who work twelve (12) hour shifts as part of their regular schedule shall have a minimum of twelve (12) hours of rest between scheduled shifts.

ARTICLE 16 – PAY DAYS

16.01 Pay Days

All Employees covered by this Agreement and outlined in Appendix "A" shall be paid not less frequently than on a bi-weekly basis, all wages earned by such Employees. Payment shall be by direct deposit.

16.02 The Company shall provide every Employee covered by this Agreement on each pay day, with a separate or detachable written statement which shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

ARTICLE 17 - CALL BACK PAY

17.01 Minimum Call Back Pay

An Employee who is called in be paid his regular hourly rate and or site rate of pay with a minimum of three (3) hours pay for each call back.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 All regular full-time and part-time Employees shall be entitled to the following legal holidays with pay:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	

18.02 If a General Holiday or Holidays fall(s) within an Employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.

18.03 In the event a General Holiday is proclaimed by the Federal or Provincial Governments, such Holiday shall also be observed, if not already listed in the above Holidays.

18.04 Any Employee requested to work on a General Holiday shall be paid in accordance with the provisions of the Employment Standards Code.

18.05 Any hours worked on a General Holiday shall be paid at time and a half (1.5x) the Employee's hourly rate in addition to his regular pay for that day.

18.06 General Holiday pay shall be based on the full time equivalent number of daily, weekly or average weekly regular hours.

18.07 When an Employee works on a General Holiday and is paid General Holiday pay of time and a half (1.5x) his regular rate of pay, the hours worked are not to be counted for the purpose of calculating any entitlement to overtime pay.

18.08 "General Holiday" means the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a holiday in this agreement.

ARTICLE 19 - VACATIONS

19.01 The Company will grant all Employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority.

19.02 An Employee shall be entitled to an annual paid vacation on the following basis:

- (a) An employee with more than twelve (12) months and under five (5) years of continuous service with the Company shall be entitled to two (2) weeks' vacation at four percent (4%) of his gross base earnings.
- (b) An employee with over five (5) years and under fifteen (15) years of continuous service with the Company shall be entitled to three (3) weeks' vacation at six percent (6%) of his gross base earnings.

- (c) An employee with over fifteen (15) of continuous service with the Company shall be entitled to four (4) weeks' vacation at eight percent (8%) of his gross base earnings.

- 19.03 Vacation days are not cumulative year after year and therefore an Employee may not carry over to the next year.
- 19.04 For the purposes of determining increased vacation entitlement, the appropriate date shall be the Employees' anniversary date of each year.
- 19.05 Vacation Pay will be paid upon written request of any employee, maximum twice per calendar year.
- 19.06 Ten percent (10%) of employees per site will be allowed to take vacation at one time provided staffing on site is ten (10) Officers or less. If staffing exceeds ten (10) Officers, the percentage will be fifteen (15%) percent per site per shift.
- 19.07 For Part Time Employees vacation shall be allocated in accordance with this Article on a pro-rated basis.
- 19.08 Casual Employees shall be paid vacation pay in accordance with the Employment Standards Code.
- 19.09 All submissions for vacation shall be made in writing on forms supplied by the Company before November 15th for the following year's vacation period. These applications will be processed and approved subject to seniority provisions and posted by January 15th.
- 19.10 An Employee who resigns or is terminated from employment with the Company shall be entitled to a payment of salary or wages equal to the amount of accrued vacation entitlement that has not been used by the Employee.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.01 During an authorized leave of absence, an Employee shall maintain and accumulate seniority.

20.02 Leave of Absence for Personal Reasons

The Company may grant leave of absence without pay and without company benefits for up to six (6) months. All requests for leave must be made in writing thirty (30) days prior start of such authorized leave or earlier if mutually agreed to by the company and the employee.

20.03 Union Leave

When an Employee covered hereunder is either elected or appointed to a full-time position with the Union, he shall be entitled; to a leave of absence without pay and without company benefits for the period during which he is elected or appointed to fulfill such position. The Union will reimburse the Employee for all lost wages and benefits.

- 20.04 Employees who are appointed by the Union to attend Union activities shall be entitled to a

leave of absence, without pay upon written approval from the company. The Union will reimburse the Employee for all lost wages and benefits

20.05 Maternity/Parental Leave

An Employee shall be granted a maternity/parental leave of absence in accordance with the Labour Standards Code, maintaining seniority and benefits with the understanding that the employee is fully responsible to remit his portion of said benefits.

20.06 Bereavement Leave

Any Employee who has completed their probation period and who suffers a death in his immediate family (child, spouse, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren), the company shall grant bereavement leave of three (3) consecutive calendar days with pay for any working/days missed. Such leave shall normally be taken within fourteen (14) days of the date of death. (Unless agreed otherwise between the Employee and the Company). The Company may request proof of loss.

An additional day without pay maybe granted if the Employee has to travel more than one hundred and fifty (150) from the Employees residence.

20.07 Employees may be granted a leave of absence without pay to attend the funeral of a relative outside the immediate family.

20.08 Jury Duty

All time lost by a full time Employee due to necessary attendance on Jury Duty, shall be paid for at the rate of pay applicable to said Employee to a maximum of one (1) week. All Jury Duty pay received by the Employee from the Courts or otherwise shall be reimbursed to the Company.

20.09 Court proceedings

When Employees are required to attend Court on matters that are related to their employment with the Company they shall be paid their regular rate of pay for all hours spent on such duty.

20.10 If the Court proceedings take place on an Employee's regularly scheduled day off the Employee shall be paid for all hours spent on such duty with a minimum of (3) hours pay.

20.11 An Employee who is required to attend Court on matters that are related to their employment with the Company shall not be required to work for eight (8) hours subsequent to or preceding such court appearance.

20.12 An Employee required to attend court during the Employee's vacation leave shall be granted an extra day of vacation leave (8 or 12 hours as per the Employee's shift schedule) in lieu of each day of court attendance,

ARTICLE 21 - BENEFITS

21.01 All Permanent full-time Employees who have completed their probation shall be entitled to coverage under the Manulife benefit plan No 38615 which shall be administered by the company with the employee paying half of the premium.

ARTICLE 22 – UNIFORMS, ALLOWANCES AND CERTIFICATIONS

22.01 Footwear allowance

The Company agrees to provide permanent full-time Employees who have completed one year of service an allowance to a maximum of one hundred dollars (\$100.00) per year to assist in the purchase of black police style boots or shoes. The Employee shall be required show that the footwear is worn enough for replacement and further shall be required to show proof of purchase.

22.02 Uniforms

The Company shall furnish and pay for uniforms for Employees as required. The style and quantity of specific items shall be determined by the Company. Such uniforms shall remain the property of the Company and must be returned, dry-cleaned upon an Employee leaving the Company. All uniform items shall be replaced on a one to one basis only when deemed appropriate by management. The Company shall direct the appropriate uniform dress code.

Any uniform deposit collected by the Company shall be reimbursed in full upon the Employee leaving the Company provided all uniforms are dry cleaned before being returned. Should the Company have to have the uniform dry cleaned the cost of such dry cleaning shall be deducted from the deposit.

22.03 Equipment

Equipment approved by the Company that the Company deems a bona-fide requirement for Employees to properly perform the functions of their jobs (i.e. Flashlights, batteries, respirators, protective equipment such as vests and gloves) shall be furnished by the Company.

22.04 Accommodations

Employees who are required to stay overnight while out of town will be provided with hotel lodging. The cost of such lodging shall be borne directly by the Company.

22.05 Meal Allowance

When Employees are required to work out of town and stay overnight, the following allowances will apply:

- a) Breakfast \$10.00
- b) Lunch \$12.00
- c) Dinner \$18.00

22.06 Vehicle Allowance

Employees, who are required to use their own vehicle for Company business, shall be paid mileage at \$0.41 per kilometer or the rate set in Company policy whichever is higher.

22.07 Employees who are required to use their own vehicle to report to a job site more than fifty-five (55) kilometers from the G4S Medicine Hat Office shall be paid mileage at \$0.41 per kilometer or the rate set in Company policy whichever is higher.

22.08 Employees who are required and are authorized by the company to use their own vehicle on Company business and it is frequently stopped, parked and started, or left idling an additional allowance of seventy-five cents (\$0.75) per hour, to a maximum of five dollars (\$5.00) per eight (8) hour shift, shall be paid.

22.09 Cellular Phones

For Employees who are required to have a cellular phone, the Company shall provide the same or reimburse Employees for actual usage on Company business.

22.10 Certificates and Licenses

Any certificates or licenses required by either the government or the Company, to carry out an Employee's duties for the Company, shall be considered a condition of employment. The cost of obtaining and renewing said licenses or certificates will be paid by the Employee in addition to the cost of any course or course material in this regard.

ARTICLE 23 - TRAINING

23.01 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisor may, for this purpose, arrange with the interested Employees to exchange positions for temporary periods without affecting the rates of pay for the Employees concerned.

23.02 Site training will be paid at as per Company policy

23.03 The Company, upon prior written approval of the District Manager, will reimburse those Employees who have taken an approved First Aid course and provide proof of successful completion of same.

ARTICLE 24 - HEALTH & SAFETY

24.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the Employees and the Union will cooperate fully to promote safe work practices.

24.02 Working Alone/Communications

The Company shall comply fully with the provisions of the Alberta Occupational Health and Safety Act with regard to Employees working alone.

24.03 The Company shall provide for the safety and health of its Employees during the hours of their employment, including a proper first-aid kit in each Company service vehicle.

24.04 Safety Committee

The Company shall ensure that a Safety Committee shall be established in accordance with the appropriate provincial regulations and shall meet at least quarterly and shall provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

ARTICLE 25 SICK LEAVE

25.01 Effective one year from the date of ratification, the Company shall allow each full time Employee with more than two (2) years service one (1) paid sick day per calendar year. Such sick leave shall be paid for on the second consecutive day of illness.

25.02 Employee's who are on sick leave shall be paid their regular rate of pay based on their regularly scheduled hours in a shift.

25.03 Medical Leave

When an Employee suffers an injury or illness which requires his absence, he shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time) so that adequate replacement may be made.

ARTICLE 26 – RETURN TO WORK

26.01 An Employee who is sick, injured or disabled shall be returned to work in accordance with the G4S Return to Work policy.

ARTICLE 27 – WORKERS COMPENSATION

27.01 The Company shall provide Workers Compensation Board coverage for all Employees.

ARTICLE 28 - BULLETIN BOARD

28.01 The following items must be posted on a Notice Board at the branch office only:

- a) A copy of this Agreement; and
- b) Seniority list to be revised by the Company.

ARTICLE 29 - JOINT LABOUR/MANAGEMENT MEETINGS

- 29.01 The parties agree that Labour Management meetings will be held on a quarterly basis or such other time as may be agreed to by the parties. In the event that there is no agenda proposed by either party the meeting will be cancelled.
- 29.02 The members attending will be equal representation from Management and the Union of not more than three members from each.
- 29.03 Union members attending Labour Management meetings shall do so without loss of pay or benefits.

ARTICLE 30- STRIKES AND LOCKOUTS

- 30.01 The parties having entered into this Collective Agreement in mutual good faith, the Company agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow down or other concerted activity either complete or partial which could interfere with or restrict services during the term of this Agreement.
- 30.02 Security guards covered by this Collective Agreement shall not honour any picket lines at any location for which the Company provides security services. Security guards shall cross all such picket lines (subject to their own physical safety) but shall only be required to perform their regular duties and shall not be required to perform the work of any striking or picketing employees.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall be in full force and effect as of date of ratification and shall continue in full force and effect until December 31st 2011 and from year to year thereafter except as herein provided.

31.02 Either of the parties hereto may serve notice to commence Collective Bargaining by notice in writing not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiry date of this Agreement. Following notice, the parties agree to exchange proposals.

31.03 If neither party submits notice as per Clause 30.02, this Agreement shall continue from year to year thereafter until notification of a desire to amend or terminate is given within the aforementioned sixty (60) to one hundred and twenty (120) days in a subsequent year.

31.04 If amendment is desired, the contents of the amendment shall be transmitted to the other party at the first Collective Bargaining meeting and the existing Agreement shall remain in force until the process of Collective Bargaining has been completed in accordance with the provisions of the Labour Relations Code or the parties hereto are in a legal position to conduct a lockout or strike vote, whichever first occurs. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to this Agreement. Such changes shall form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

Signed this 12 day of June, 2009

On behalf of G4S Security (Canada) Ltd

[Redacted signature]

[Redacted signature]

On behalf of CUPE Local 46

[Redacted signature]

[Redacted signature]

[Redacted signature]

NATIONAL REPRESENTATIVE

APPENDIX "A

Wage rates and classifications

The parties agree to the following wage rates and classifications:

Security officer (level one) is a security officer employed by the company who from date of hire and up to one year of service will receive not less than fifty five percent (55%) of the actual bill rate.

Security officer (level two) is a security officer employed by the company who has attained over one year of seniority but less than three (3) years of seniority will receive not less than sixty percent (60%) of the actual bill rate.

Security officer (level three) is a security officer employed by the company who has more than three (3) years of seniority will receive not less than sixty-five percent (65%) of the actual bill rate.

“Bill rate” means the actual hourly amount billed by the company for the actual services performed by the employee.

“Pay-rate/site rate” - the union and the company agree that pay/site rate shall include all statutory deductions, vacation allowances and benefit costs.

An Employee temporarily transferred to another site will receive his own rate or the rate for the other classification or site, whichever is the higher.

Notwithstanding anything to the contrary in this Agreement, where an Employee elects voluntarily to work at a lower paying site, he shall be paid the rate for that site.

The employer and the union acknowledge that it is in the best interest of both parties to retain clients and the positions at those client sites. The employer and the union therefore agree that when the potential loss of a client site arises, the parties will meet to attempt to negotiate a solution to retaining the client.

Classification	2009	2010	2011
Administrative Assistant	BASE PAY RATE \$13.50 per hour	1.5% increase	1.5% increase

LETTER OF UNDERSTANDING

BETWEEN

G4S SECURITY (CANADA) LTD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 46

RE: NCR ASSIGNMENTS

The parties agree that NCR assignments shall be paid at seventy-five percent 75% of the actual bill rate.

Signed this 12 day of June , 2009

On behalf of G4S Security (Canada) Ltd

On behalf of CUPE Local 46

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

NATIONAL REPRESENTATIVE