

Court File No.: CV-18-00603648 00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KIONNA HORNER

Plaintiff

- and -

PRIMARY RESPONSE INC. and GARDA CANADA SECURITY CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**MOTION RECORD OF THE PLAINTIFF
(CERTIFICATION)
(Returnable December 19 and 20, 2019)**

January 25, 2019

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LS#43178A
Tel: 416-979-4234
Email: csinclair@goldblattpartners.com

Christine Davies LS#57309F
Tel: 416-979-4055
Email: cdavies@goldblattpartners.com

Joshua Mandryk LS#68823D
Tel: 416-979-6970
Email: jmandryk@goldblattpartners.com

Fax: 416-591-7333

Lawyers for the Plaintiff

TO: NORTON ROSE FULBRIGHT CANADA LLP

Royal Bank Plaza, South Tower
200 Bay Street, Suite 3800
Toronto, ON M5J 2Z4

Ted Brook LS# 68672U

Tel: 416-203-4457

Email: ted.brook@nortonrosefulbright.com

Randy Sutton LS# 50369C

Tel: 416-216-4046

Email: randy.sutton@nortonrosefulbright.com

Lawyers for the Defendant: Garda Canada Security Corporation

AND

TO: BAKER & MCKENZIE LLP

181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

George Avraam LS# 41616S

Tel: 416-865-6935

Email: george.avraam@bakermckenzie.com

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Tel: 416-865-6983

Email: david.gadsden@bakermckenzie.com

Jennifer Bernardo LS# 68668C

Tel: 416-865-6971

Email: jennifer.bernardo@bakermckenzie.com

Lawyers for the Defendant: Primary Response Inc.

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TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KIONNA HORNER

Plaintiff

- and -

PRIMARY RESPONSE INC. and GARDA CANADA SECURITY CORPORATION

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDING ACT, 1992*

**AFFIDAVIT OF TANYA ATHERFOLD-DESILVA
(Sworn January 16, 2019)**

I, Tanya Atherfold-Desilva, of the City of Brampton, Province of Ontario, MAKE OATH AND SAY:

1. I am a law clerk with the law firm of Goldblatt Partners LLP (“GP” or “Class Counsel”), counsel for the plaintiff in this action, and as such I have direct knowledge of the matters to which I hereinafter depose in this affidavit. Where the information in this affidavit is not based on my direct knowledge, but is based upon information and belief from other sources, I have stated the source of that information and I believe that information to be true.

CLASS ACTION REGISTRATIONS

2. GP maintains a website for this class action located at <https://primaryresponseclassaction.com>, where putative class members are encouraged to submit their contact information to Class Counsel, as well as details about their employment

history with Primary Response. This information is then compiled into a centralized registrant database which I review regularly. As of the swearing of this affidavit, the registrant database currently includes 74 unique registrants. We continue to receive registrations on a regular basis.

FREEDOM OF INFORMATION

3. GP made requests under the *Freedom of Information and Protection of Privacy Act* for records of the Ontario Ministry of Labour (“MOL”) relating to Primary Response. Copies of our requests and correspondence with the MOL are marked collectively as **Exhibit “A”**.

4. In response to our requests, the MOL provided copies of inspection documents, lists of employment standards claims and appeals, applications and correspondence with respect to excess hours and overtime averaging, and a log of comments by MOL staff. Copies of the documents provided by the MOL on October 16, 2018 and December 17, 2018 are marked collectively as **Exhibit “B”** (the “FOI documents”).

5. According to the FOI documents, there was an inspection report dated June 22, 2017 which found contraventions with respect to payment of wages, overtime pay, public holidays, hours of work, vacation pay, deductions from wages, and resulted in a compliance order. There were a total of 46 employment standards claims against Primary Response for the period at issue (August 6, 2016 to the date of the request, September 14, 2018), and 16 appeals.

6. The FOI documents reveal the following with respect to applications under s. 17.1 of the *Employment Standards Act, 2000* (“*ESA*”) for excess hours approval:

Date of Application	Classifications Sought	Approved/Denied
November 18, 2013	Security Guards (1300) Mobile Security Guards and Supervisors (150) Security Dispatchers/Communications Guards (50)	55 hours per week approved November 26, 2013 for a three year period to November 26, 2016
March 31, 2016	Security Guards (1400) Mobile Security Guards and Supervisors (200) Security Dispatchers/Communications Guards (50)	55 hours per week approved April 12, 2016 for a three year period to April 12, 2019

7. The FOI documents reveal the following with respect to applications under s. 22.1 of the *ESA* for overtime averaging approval.

Date of Application	Classifications Sought	Approved/Denied
November 19, 2012	Security Guards (1500) Mobile Guards and Supervisors (50) Dispatchers (30)	Approved November 26, 2012
July 28, 2014	Security Guards (1500) Mobile Security Guards and Supervisors (70) Communications Operatives/Dispatchers (40)	Approved August 5, 2014 for a two year period to August 4, 2016
June 20, 2017	Security Guards (1500) Mobile Security Guards and Supervisors (65) Communications Operatives/Dispatchers (30)	Denied December 14, 2017

UNIONIZATION

8. Class counsel, Christine Davies, has provided me with copies of two decisions of the Ontario Labour Relations Board (“OLRB”) dated March 22, 2018 and July 13, 2018 (collectively the “OLRB decisions”), marked as **Exhibits “C” and “D”**, addressing the purchase of Primary Response by Garda Canada Security Corporation (“Garda”) and the subsequent unionization of Primary Response. A copy of the Garda-USW collective agreement, with a term of July 1, 2014 – June 30, 2018, provided to me by Davies, is marked as **Exhibit “E”**. The proposed class definition set out in the Statement of Claim excludes employees employed under a collective agreement.

TORONTO STAR ARTICLE

9. An August 24, 2018 Toronto Star article by Sara Mojtehdzadeh entitled “Class-action suit alleges security guards stiffed on wages, overtime” is marked as **Exhibit “F”**.

10. I swear this affidavit in support of a motion for certification of this action as a class proceeding and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 16th day of January, 2019.



A Commissioner for taking Affidavits (or as may be)

Helen Falbo, a Commissioner, etc.,
Province of Ontario for Gokbiatt
Partners LLP, Barristers and Solicitors.
Expires November 10, 2021.



Tanya Atherfold-Desilva

TAB A



Christine Davies
 Direct Line: 416.979.4055
 Fax: 416.591.7333
 cdavies@goldblattpartners.com
 Our File No. 18-1217

September 14, 2018

Via E-mail (james.houston@ontario.ca and jude.gurudevan@ontario.ca)
Via Regular Mail

Freedom of Information & Privacy Office
 400 University Avenue, 10th Fl.,
 Toronto, ON
 M7A 1T7

Att'n: Mr. James Houston and Mr. Jude
 Gurudevan

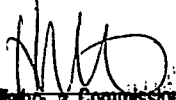
To Whom it May Concern:

**Re: Ministry of Labour Records re: *Employment Standards Act, 2000* and Primary
 Response Inc.**

For the period August 6, 2016 to present, we request copies of any and all correspondence, submissions, emails, letters, affidavits, memoranda, witness statements, notes, reports, transmissions, certificates, notifications, notices, or materials relating to employment standards investigations, inspections, blitzes, complaints, prosecutions, orders and convictions with respect to compliance with or violations of or potential violations of the *Employment Standards Act, 2000* by Primary Response Inc.

We request a copy of the overtime averaging agreement under s. 22.1 of the *Employment Standards Act, 2000* between Primary Response Inc. and the Director of Employment Standards that expired August 5, 2016, copies of any applications for overtime averaging agreements made by Primary Response Inc. to the Director of Employment Standards for the period 2013-present, any records relating to communications between Primary Response Inc. and the Director of Employment Standards concerning the issue of overtime averaging agreements for the period 2013-present, and any records of the Director of Employment Standards' consideration or evaluation of Primary Response Inc.'s overtime averaging applications or agreements from 2013-present.

This is Exhibit "A" to the Affidavit of
 Tanya Atherfold-Desilva, sworn before
 me this 16th day of January, 2019.


 Helen Fallick, Commissioner, etc.,
 Province of Ontario for Goldblatt
 Partners LLP Barristers and Solicitors.
 Expires November 10, 2021.

We also request copies of any applications by Primary Response Inc. to the Director of Employment Standards with respect to excess hours under s. 17.1 of the *Employment Standards Act, 2000* for the period 2013-present; copies of any approved applications of Primary Response under s. 17.1 for the period 2013-present; any records relating to communications between Primary Response Inc. and the Director of Employment Standards concerning the issue of excess hours agreements for the period 2013-present, and any records of the Director of Employment Standards' consideration or evaluation of Primary Response Inc.'s excess hours applications or agreements from 2013-present.

A cheque for \$5 is enclosed.

Please do not hesitate to contact me with any questions or concerns at 416-979-4055.

Sincerely,



Christine Davies
CD:lt/cope 343
Encl.

F:\18-1217\01192061.DOCX

Tanya Atherfold

From: Houston, James (MOL) <James.Houston@ontario.ca>
Sent: September 18, 2018 8:53 AM
To: Louisa Tsa
Cc: Andreiev, Raluca (MOL)
Subject: RE: Ministry of Labour Records re: Employment Standards Act, 2000 and Primary Response Inc.

Good morning, Louisa.

This is to confirm receipt of your email and attachment.

As of yesterday, we still hadn't received the material via mail.

Once received we will open an access request file, and contact your firm.

Thanks,
 James

James Houston, CIPP/C | Program Adviser

Freedom of Information & Privacy Office | Ontario Ministry of Labour
 400 University Ave, 10th Fl | Toronto ON | M7A 1T7

T: 416-326-4885 | F: 416-314-8749

E: james.houston@ontario.ca | W: www.labour.gov.on.ca/english/about/foi.php

From: Louisa Tsa [mailto:ltsa@goldblattpartners.com] **On Behalf Of** Christine Davies

Sent: 14-Sep-18 4:16 PM

To: Houston, James (MOL) <James.Houston@ontario.ca>; Gurudevan, Jude (MOL) <Jude.Gurudevan@ontario.ca>

Subject: Ministry of Labour Records re: Employment Standards Act, 2000 and Primary Response Inc.

Please see the attached correspondence w/o enc.

Original letter + enclosed cheque are being delivered to you by regular mail.

Louisa Tsa

Legal Assistant to Christine Davies and Louis Century

T 416.979.6974

F 416.591.7333

E ltsa@goldblattpartners.com



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

www.goldblattpartners.com

THIS E-MAIL MAY CONTAIN CONFIDENTIAL INFORMATION WHICH IS PROTECTED

BY LEGAL PRIVILEGE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL OR BY TELEPHONE (COLLECT IF NECESSARY), DELETE THIS E-MAIL AND DESTROY ANY COPIES.

801

Ministry of Labour

Ministère du Travail

Freedom of
Information and
Privacy Protection
Office

Bureau de l'accès à l'information et de la
protection de la vie privée

400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7

400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7

Telephone : (416) 326-7786
Fax : (416) 314-8749

Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749



RECEIVED

OCT 11 2018

GOLDBLATT PARTNERS LLP

Our File – Notre référence
G-2018-00664 / LAM

Your File – Votre référence

OCT 09 2018

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2

Dear Ms. Davies:

I am responding to your request made under the *Freedom of Information and Protection of Privacy Act (FIPPA)* for access to the following information as clarified on September 20, 2018:

- a) A Brief Employment Summary of all employment standards claims filed against Primary Response Inc. for the time period from August 6, 2016 to present;
- b) Copies of all inspection reports concerning Primary response Inc. created during ministry Inspection Blitz's concerning the Employment Standards Act (ESA), 2000 along with any compliance tools issued for any of the blitz's from August 6, 2016 to present;
- c) A listing of all prosecutions with respect to violations of the ESA by Primary Response in from August 6, 2016 to present;
- d) Copy of the overtime averaging agreement under section 22.1 between Primary Response Inc. and the Director of Employment Standards that expired August 5, 2016;
- e) Copies of any applications for overtime averaging agreements made by Primary Response Inc. to the Director of Employment Standards for the period from 2013 to present;

- 2 -

- f) Any records relating to communications between Primary Response Inc. and the Director of Communications considering the issue over overtime averaging agreements for the period 2013 to present;
- g) Any records of the Director of Employment Standards consideration of evaluation of Primary Response Inc.'s overtime averaging applications or agreements from 2013 to present;
- h) Copies of any applications by Primary Response Inc. to the Director of Employment Standards with respect to excess hours under s. 17.1 for the period 2013 to present;
- i) Copies of any approved applications of Primary Response Inc. under s.17.1 for the period 2013 to present;
- j) Any records relating to communications between Primary Response Inc. and the Director of Employment Standards concerning the issue of excess hours agreements for the period 2013 to present; and
- k) Any records of the Director of Employment Standards consideration or evaluation of Primary Response Inc.'s excess hours applications or agreements from 2013 to present.

This is to inform you that access will be granted in part to the records. Some information contained in the records is protected from release under the *FIPPA*.

It will be necessary to sever the names of sixteen claimants and the claim numbers of four individuals pursuant to the personal privacy provisions in section 21 of *FIPPA*.

Please note that that searches conducted by the ministry's Legal Services Branch found no record of any prosecutions under the ESA concerning Primary Response Inc. However, a listing of 16 appeals concerning the company during the requested timeframe will be provided to you.

The final fee for the requested records is **\$14.00**, as itemized in the enclosed fee statement. Enclosed is a copy of section 57 of the Act and the relevant regulations. To proceed with your request, we require your written acceptance of this fee and cheque or money order made payable to the Minister of Finance. Please quote the file number G-2018-00664 / LAM. Upon our receipt of your acceptance and payment, the records will be forwarded to you.

Under section 50(1) of *FIPPA*, you may request that the Information and Privacy Commissioner review this decision. Please note that you have 30 days from the receipt of this letter to request a review. Please be aware that there is a \$25 appeal fee. The Commissioner's office is located at 2 Bloor Street East, Suite 1400, Toronto Ontario, M4W 1A8, and can be reached by phone at 416-326-3333.

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If confirmation to proceed with a request is not received within 30 days from the date of a fee letter, it is our practice to administratively close our file as it is assumed that the requester is no longer interested in the records.

If you have any questions, please contact Program Advisor, Larissa Migus at 416-326-9112.

We look forward to hearing from you.

Sincerely,



Kamini Heeralal-Khan
Manager (A)

Enclosure

The Freedom of Information and Protection of Privacy Act

57 Fees

(1) A head shall require the person who makes a request for access to a record to pay fees in the amounts prescribed by the regulations for,

- (a) the costs of every hour of manual search required to locate a record;
- (b) the costs of preparing the record for disclosure;
- (c) computer and other costs incurred in locating, retrieving, processing and copying a record;
- (d) shipping costs; and
- (e) any other costs incurred in responding to a request for access to a record. 1996, c. 1, Sched. K, s. 11 (1).

(2) Repealed: 1996, c. 1, Sched. K, s. 11 (1).

Estimate of costs

(3) The head of an institution shall, before giving access to a record, give the person requesting access a reasonable estimate of any amount that will be required to be paid under this Act that is over \$25. R.S.O. 1990, c. F.31, s. 57 (3).

Waiver of payment

(4) A head shall waive the payment of all or any part of an amount required to be paid under subsection (1) if, in the head's opinion, it is fair and equitable to do so after considering,

- (a) the extent to which the actual cost of processing, collecting and copying the record varies from the amount of the payment required by subsection (1);
- (b) whether the payment will cause a financial hardship for the person requesting the record;
- (c) whether dissemination of the record will benefit public health or safety; and
- (d) any other matter prescribed in the regulations. R.S.O. 1990, c. F.31, s. 57 (4); 1996, c. 1, Sched. K, s. 11 (2).

Review

(5) A person who is required to pay a fee under subsection (1) may ask the Commissioner to review the amount of the fee or the head's decision not to waive the fee. R.S.O. 1990, c. F.31, s. 57 (5); 1996, c. 1, Sched. K, s. 11 (3).

Disposition of fees

(6) The fees provided in this section shall be paid and distributed in the manner and at the times prescribed in the regulations. 1996, c. 1, Sched. K, s. 11 (4).

Regulation 460 / 823

Fees for General Records Requests

Search time:	\$7.50 per 15 minutes required to search and retrieve records
Record preparation:	\$7.50 per 15 minutes required to prepare records for release (2 min. per page)

Photocopying: \$.0.20 per page
Computer programming: \$15.00 per 15 minutes if needed to develop a program to retrieve information
Floppy disks: \$10.00 per disk
Shipping costs: Actual cost of shipping, and any other costs incurred in responding to a request for access to a record.

Fees for Personal Information Requests

Photocopying: \$.0.20 per page
Computer programming: \$15.00 per 15 minutes if needed to develop a program to retrieve information
Floppy disks: \$10.00 per disk
Shipping costs: Actual cost of shipping, and any other costs incurred in responding to a request for access to a record.

Fee Invoice

Ms. Christine Davies
20 Dundas St. W. Suite 1039
Toronto, Ontario
M5G 2G2
CANADA

09-10-2018

Request Number: G-2018-00664
Request Date: 18-09-2018

Invoice Number: INV-00728

Item	Quantity	Units	Unit Price	Unit Total	
Application Fee	0.00			5.00	
Reproduction (e.g., Photocopy and Computer Print Outs)	70.00	per page	0.20	14.00	
Sub-Total:					19.00
Payment Received				(5.00)	
Sub-Total:					(5.00)
				Total:	14.00
				Amount Due:	14.00

DETACH HERE

To ensure proper credit, please return this portion with your payment.

Request Number:
Invoice Number:
Amount Due:

G-2018-00664
INV-00728
14.00

Make check payable to: Minister of Finance

Mail to:
400 University Ave 10th Floor Toronto, Ontario M7A 1T7



Christine Davies
Direct Line: 416.979.4055
Fax: 416.591.7333
cdavies@goldblattpartners.com
Our File No. 18-1217

October 11, 2018

Via Regular Mail

Freedom of Information & Privacy Office
Ministry of Labour
400 University Avenue, 10th Fl.,
Toronto, ON
M7A 1T7

To Whom it May Concern:

Re: Kionna Horner and Primary Response Inc., Ministry of Labour Records
Your File: G-2018-00664 / LAM
Request Number: G-2018-00664
Invoice Number: INV-00728

Further to your letter of October 9, 2018, please be advised that we would like to proceed with our request. Enclosed please find our cheque for \$14.00 payable to the Minister of Finance representing the final fee as required.

We clarify that item f) in your letter relates to communications with the Director of Employment Standards.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chr Dav'.

Christine Davies
CD:lt/cope 343
Encl.

F:\18-1217\01204895.DOCX

Ministry of Labour

Freedom of Information and
Privacy Protection Office

400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7

Telephone : (416) 326-7786
Fax : (416) 314-8749

Ministère du Travail

Bureau de l'accès à l'information et
de la protection de la vie privée

400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7

Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749



Our File – Notre référence
G-2018-00664 / LAM

Your File – Votre référence

OCT 16 2018

RECEIVED

OCT 22 2018

GOLDBLATT PARTNERS LLP

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2

Dear Ms. Davies:

This will acknowledge receipt of your fee of \$14.00 under the *Freedom of Information and Protection of Privacy Act (FIPPA)* for a copy of the following Ministry of Labour records:

- a) A Brief Employment Summary of all employment standards claims filed against Primary Response Inc. for the time period from August 6, 2016 to present;
- b) Copies of all inspection reports concerning Primary response Inc. created during ministry Inspection Blitz's concerning the ESA along with any compliance tools issued for any of the blitz's from August 6, 2016 to present;
- c) A listing of all prosecutions with respect to violations of the ESA by Primary Response in from August 6, 2016 to present;
- d) Copy of the overtime averaging agreement under section 22.1 between Primary Response Inc. and the Director of Employment Standards that expired August 5, 2016;
- e) Copies of any applications for overtime averaging agreements made by Primary Response Inc. to the Director of Employment Standards for the period from 2013 to present;
- f) Any records relating to communications between Primary Response Inc. and the Director of Communications considering the issue over overtime averaging agreements for the period 2013 to present;

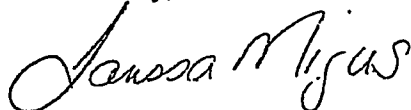
- 2 -

- g) Any records of the Director of Employment Standards consideration of evaluation of Primary Response Inc.'s overtime averaging applications or agreements from 2013 to present;
- h) Copies of any applications by Primary Response Inc. to the Director of Employment Standards with respect to excess hours under s. 17.1 for the period 2013 to present;
- i) Copies of any approved applications of Primary Response Inc. under s.17.1 for the period 2013 to present;
- j) Any records relating to communications between Primary Response Inc. and the Director of Employment Standards concerning the issue of excess hours agreements for the period 2013 to present and
- k) Any records of the Director of Employment Standards consideration or evaluation of Primary Response Inc.'s excess hours applications or agreements from 2013 to present.

Apart from the exemptions noted in our decision letter of October 9, 2018, copies of the requested records are enclosed.

If you have any questions, please contact me at 416-326-9112.

Sincerely,



Larissa Migus
Program Advisor

Enclosure



Christine Davies
 Direct Line: 416.979.4055
 Fax: 416.591.7333
 cdavies@goldblattpartners.com
 Our File No. 18-1217

November 8, 2018

Via Facsimile (416.314.8749)

Ms. Larissa Migus
 FOI Program Adviser
 Freedom of Information and Privacy Office
 Ministry of Labour
 400 University Avenue, 10th Floor
 Toronto ON M7A 1T7

Dear Ms. Migus:

**Re: Kionna Horner and Primary Response Inc., Ministry of Labour Records
 Your File: G-2018-00664 / LAM**

Thank you for providing copies of documents on October 16, 2018 in response to our request dated September 14, 2018. We are writing to follow up and request the following additional documents arising out of our request.

Thank you for providing us with Inspection Report 90019467, and the related Compliance Order and Reasons for Decision 80052106-CO. Please also provide us with any documents reviewed/considered by the investigator, documents submitted by the employer, notes of investigator, communications between investigator and Primary Response. We consider this to fall within the previous request: *“For the period August 6, 2016 to present, we request copies of any and all correspondence, submissions, emails, letters, affidavits, memoranda, witness statements, notes, reports, transmissions, certificates, notifications, notices, or materials relating to employment standards investigations, inspections, blitzes, complaints, prosecutions, orders and convictions with respect to compliance with or violations of or potential violations of the Employment Standards Act, 2000 by Primary Response Inc.”*

We note that in the Compliance Order 80052106-CO, there was a reference to Primary Response performing a voluntary self-audit for the period 2016/11/28 to 2017/06/16, with a payment to be

- 2 -

made to employees. Please provide us with any documents, records, emails, correspondence, notes, transmissions, memoranda, letters, witness statements, transmissions or other materials pertaining to the self-audit or the additional pay by Primary Response in relation to Compliance Order 80052106-CO.

With respect to the list of appeals provided, please provide the file numbers, the dates of the appeals, and the standard(s) at issue in the appeals.

Thank you for providing a copy of the application dated June 20, 2017 under s. 22.1 of the *ESA*. Please also provide copies of any correspondence reflecting whether the application was approved or denied, as well as any records of the Director of Employment Standards' consideration or evaluation of the application (e.g. memos or other notes or analysis), as requested in our initial letter of September 14, 2018.

Please provide us with a copy of the approval for application 60037524, which was missing from the materials previously provided.

With the materials previously provide, there was a single page sheet showing what appeared to be a log of comments by MOL staff. The log sheet reflects that there was a recommendation to revoke the approval for application 60050117. Please provide us with any documents pertaining to the Ministry of Labour's consideration of revoking the approval for application 60050117, including any memoranda, notes, records, notifications, submissions, emails, or correspondence. Please confirm whether application 60050117 was revoked and if so, on what date. In addition, the log entry recommending revocation of the approval for application 60050117 refers to a "document attached" – please provide us with a copy of this document.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Christine Davies
CD:lt/cope 343

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Ministry of Labour

Freedom of
Information and
Privacy Protection
Office

400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7

Telephone : (416) 326-7786
Fax : (416) 314-8749

Ministère du Travail

Bureau de l'accès à l'information et de la
protection de la vie privée

400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7

Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749



Our File – Notre référence
G-2018-00815 / LAM

Your File – Votre référence

DEC 06 2018

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2

RECEIVED

DEC 10 2018

GOLDBLATT PARTNERS LLP

Dear Ms. Davies:

I am responding to your request made under the *Freedom of Information and Protection of Privacy Act (FIPPA)* as a follow up to Access Request G-2018-00664 relating to Primary Response Inc. for the following records:

- 1) **Re: Inspection Report 90019467 and Compliance Order 80052106-CO**
 - a) All documents reviewed/considered by the investigator in relation to this report and order;
 - b) All documents submitted by the employer;
 - c) Any notes by the investigator; and
 - d) Any communications between the investigator and Primary Response Inc.
- 2) **Re: Compliance Order 80052106-CO**
 - a) All records relating to the self-audit or the additional pay by Primary Response Inc. in relation to the order
- 3) **A copy of the application dated June 20, 2017 under s. 22.1 of the ESA was provided. The requester would also like (Application 60055521)**
 - a) All copies of any records reflecting whether the application was approved or denied; and
 - b) Any records of the Director of Employment Standards consideration or evaluation of the application (notes, memos, etc.)

- 2 -

- 4) **A copy of the approval for application 60037524**
- 5) **In one of the records that was provided as a responsive record during the first request there was a recommendation to revoke the approval for application 60050117**
 - a) All records pertaining to the Ministry's decision of revoking the approval for 60050117;
 - b) Confirmation whether the application was revoked and if so on what date; and
 - c) The document also refers to an "attached document". The requester requires this document.
- 6) **With respect to the list of appeals provided in the previous requests, provide the file numbers, the dates of the appeals, and the standard(s) at issue in the appeals.**

This is to inform you that access will be granted in part to the records. Some information contained in the records is protected from release under *FIPPA*.

It will be necessary to withhold and sever the following information pursuant to the personal privacy provisions in section 21 of *FIPPA*:

- 1) The names of several claimants;
- 2) The claim numbers of several individuals;
- 3) The payroll audit results of several individuals; and
- 4) The statement of earnings and deductions of numerous individuals.

For Part 5 of your request, the ministry's Employment Practices Branch has confirmed that the Director did not render a decision on the recommendation for revocation, and accordingly there are no records. The application was not revoked. A copy of the document recommendation for revocation will be provided.

The final fee for the requested records is **\$16.60**, as itemized in the enclosed fee statement. Enclosed is a copy of section 57 of the Act and the relevant regulations regarding fees. To proceed with your request, we require your written acceptance of this fee and cheque or money order made payable to the Minister of Finance. Please quote the file number G-2018-00815 / LAM. Upon our receipt of your acceptance and payment, the records will be forwarded to you.

Under section 50(1) of *FIPPA*, you may request that the Information and Privacy Commissioner review this decision. Please note that you have 30 days from the receipt of this letter to request a review. Please be aware that there is a \$25 appeal fee. The Commissioner's office is located at 2 Bloor Street East, Suite 1400, Toronto Ontario, M4W 1A8, and can be reached by phone at 416-326-3333.

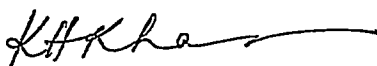
- 3 -

It should be noted that if confirmation to proceed with this request is not received within 30 days from the date of this fee letter, it is our practice to administratively close our file as it is assumed that the requester is no longer interested in the records.

If you have any questions, please contact Program Advisor, Larissa Migus at 416-326-9112.

We look forward to hearing from you.

Sincerely,


Kamini Heeralal-Khan
Manager (A)

Enclosure

The Freedom of Information and Protection of Privacy Act

57 Fees

(1) A head shall require the person who makes a request for access to a record to pay fees in the amounts prescribed by the regulations for,

(a) the costs of every hour of manual search required to locate a record;

(b) the costs of preparing the record for disclosure;

(c) computer and other costs incurred in locating, retrieving, processing and copying a record;

(d) shipping costs; and

(e) any other costs incurred in responding to a request for access to a record. 1996, c. 1, Sched. K, s. 11 (1).

(2) Repealed: 1996, c. 1, Sched. K, s. 11 (1).

Estimate of costs

(3) The head of an institution shall, before giving access to a record, give the person requesting access a reasonable estimate of any amount that will be required to be paid under this Act that is over \$25. R.S.O. 1990, c. F.31, s. 57 (3).

Waiver of payment

(4) A head shall waive the payment of all or any part of an amount required to be paid under subsection (1) if, in the head's opinion, it is fair and equitable to do so after considering,

(a) the extent to which the actual cost of processing, collecting and copying the record varies from the amount of the payment required by subsection (1);

(b) whether the payment will cause a financial hardship for the person requesting the record;

(c) whether dissemination of the record will benefit public health or safety; and

(d) any other matter prescribed in the regulations. R.S.O. 1990, c. F.31, s. 57 (4); 1996, c. 1, Sched. K, s. 11 (2).

Review

(5) A person who is required to pay a fee under subsection (1) may ask the Commissioner to review the amount of the fee or the head's decision not to waive the fee. R.S.O. 1990, c. F.31, s. 57 (5); 1996, c. 1, Sched. K, s. 11 (3).

Disposition of fees

(6) The fees provided in this section shall be paid and distributed in the manner and at the times prescribed in the regulations. 1996, c. 1, Sched. K, s. 11 (4).

Regulation 460 / 823

Fees for General Records Requests

Search time: \$7.50 per 15 minutes required to search and retrieve records

Record preparation: \$7.50 per 15 minutes required to prepare records for release (2 min. per page)

Photocopying: \$.0.20 per page
Computer programming: \$15.00 per 15 minutes if needed to develop a program to retrieve information
Floppy disks: \$10.00 per disk
Shipping costs: Actual cost of shipping, and any other costs incurred in responding to a request for access to a record.

Fees for Personal Information Requests

Photocopying: \$.0.20 per page
Computer programming: \$15.00 per 15 minutes if needed to develop a program to retrieve information
Floppy disks: \$10.00 per disk
Shipping costs: Actual cost of shipping, and any other costs incurred in responding to a request for access to a record.

Fee Invoice

Ms. Christine Davies
20 Dundas St. W. Suite 1039
Toronto, Ontario
M5G 2C2
CANADA

06-12-2018

Request Number: G-2018-00815
Request Date: 19-11-2018

Invoice Number: INV-00762

Item	Quantity	Units	Unit Price	Unit Total	
Application Fee	0.00			5.00	
Reproduction (e.g., Photocopy and Computer Print Outs)	83.00	per page	0.20	16.60	
Sub-Total:					21.60
Payment Received				(5.00)	
Sub-Total:					(5.00)
				Total:	16.60
				Amount Due:	16.60

DETACH HERE

To ensure proper credit, please return this portion with your payment.

Request Number:	G-2018-00815
Invoice Number:	INV-00762
Amount Due:	16.60

Make check payable to: Minister of Finance

Mail to:
400 University Ave 10th Floor Toronto, Ontario M7A 1T7



Christine Davies
Direct Line: 416.979.4055
Fax: 416.591.7333
cdavies@goldblattpartners.com
Our File No. 18-1217

December 12, 2018

Via Regular Mail

Freedom of Information & Privacy Office
Ministry of Labour
400 University Avenue, 10th Fl.,
Toronto, ON
M7A 1T7

To Whom it May Concern:

Re: Kionna Horner and Primary Response Inc., Ministry of Labour Records
Your File: P-2018-00682 / GDD
Request Number: P-2018-00682
Invoice Number: INV-00724

Further to your letter of December 6, 2018, please be advised that we would like to proceed with our request. Enclosed please find our cheque for \$16.60 payable to the Minister of Finance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chr Davies'.

Christine Davies
CD:lt/cope 343
Encl.

F:\18-1217\01233985.DOCX

Ministry of LabourFreedom of Information and
Privacy Protection Office400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7Telephone : (416) 326-7786
Fax : (416) 314-8749**Ministère du Travail**Bureau de l'accès à l'information et
de la protection de la vie privée400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749Our File – Notre référence
G-2018-00815 / LAM
Your File – Votre référence

DEC 17 2018

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2**RECEIVED**
JAN 02 2018
GOLDBLATT PARTNERS LLP

Dear Ms. Davies:

Thank you for your payment in the amount of \$16.60 as the total cost of processing your request under the *Freedom of Information and Protection of Privacy Act (FIPPA)*.

Apart from the exceptions noted in our letter of December 6, 2018, copies of the requested records are enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Larissa Migus".

Larissa Migus
Program Advisor

Enclosure

Ministry of LabourFreedom of Information and
Privacy Protection Office400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7Telephone : (416) 326-7786
Fax : (416) 314-8749**Ministère du Travail**Bureau de l'accès à l'information et
de la protection de la vie privée400, avenue Université,
10^e étage
Toronto (Ontario)
M7A 1T7Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749Our File – Notre référence
G-2018-00664 / LAM

Your File – Votre référence

OCT 16 2018

RECEIVED

OCT 22 2018

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2

GOLDBLATT PARTNERS LLP

Helen Falbo, a Commissioner, etc.,
Province of Ontario, for Goldblatt
Partners LLP, Barristers and Solicitors.
Expires November 10, 2021.This is Exhibit "B" to the Affidavit of
Tanya Atherfold-Desilva, sworn
before me this 16th day of January,
2019.

Dear Ms. Davies:

This will acknowledge receipt of your fee of \$14.00 under the *Freedom of Information and Protection of Privacy Act (FIPPA)* for a copy of the following Ministry of Labour records:

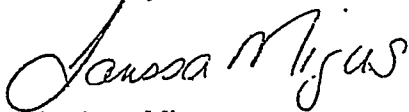
- a) A Brief Employment Summary of all employment standards claims filed against Primary Response Inc. for the time period from August 6, 2016 to present;
- b) Copies of all inspection reports concerning Primary response Inc. created during ministry Inspection Blitz's concerning the ESA along with any compliance tools issued for any of the blitz's from August 6, 2016 to present;
- c) A listing of all prosecutions with respect to violations of the ESA by Primary Response in from August 6, 2016 to present;
- d) Copy of the overtime averaging agreement under section 22.1 between Primary Response Inc. and the Director of Employment Standards that expired August 5, 2016;
- e) Copies of any applications for overtime averaging agreements made by Primary Response Inc. to the Director of Employment Standards for the period from 2013 to present;
- f) Any records relating to communications between Primary Response Inc. and the Director of Communications considering the issue over overtime averaging agreements for the period 2013 to present;

- g) Any records of the Director of Employment Standards consideration of evaluation of Primary Response Inc.'s overtime averaging applications or agreements from 2013 to present;
- h) Copies of any applications by Primary Response Inc. to the Director of Employment Standards with respect to excess hours under s. 17.1 for the period 2013 to present;
- i) Copies of any approved applications of Primary Response Inc. under s.17.1 for the period 2013 to present;
- j) Any records relating to communications between Primary Response Inc. and the Director of Employment Standards concerning the issue of excess hours agreements for the period 2013 to present and
- k) Any records of the Director of Employment Standards consideration or evaluation of Primary Response Inc.'s excess hours applications or agreements from 2013 to present.

Apart from the exemptions noted in our decision letter of October 9, 2018, copies of the requested records are enclosed.

If you have any questions, please contact me at 416-326-9112.

Sincerely,



Larissa Migus
Program Advisor

Enclosure



Ministry of Labour

Operations Division
Employment Standards Program

Inspection Report

Employment Standards Act, 2000

Inspection Date June 22, 2017			Inspection Number 90019467			
Employer Name PRIMARY RESPONSE INC. o/a PRIMARY RESPONSE						
Inspection Location						
Unit No.	Street No. 60	Street Name MODERN			PO Box	Postal Code M1R 3B6
City/Town SCARBOROUGH		Province ON	Telephone No. (416) 658- 4536	ext. 139	Fax No. (416) 658-3707	

Purpose

The purpose of the inspection is to inspect the workplace, interview employees and employer and examine records to determine compliance with various provisions of the *Employment Standards Act 2000*.

Inspection Summary

I conducted an inspection to ensure compliance with the *Employment Standards Act, 2000*. Payroll and employment records for the test period of 2016-02-24 to 2017-04-28 were reviewed.

No, Contraventions of the *Employment Standards Act, 2000* were not revealed at this time.

Yes, Contraventions of the *Employment Standards Act, 2000* were revealed at this time.

Contraventions of the *Employment Standards Act, 2000* were determined as follows:

- Payment of Wages
- Overtime Pay
- Public Holidays/Public Holiday Pay
- Hours of Work: Excess Daily or Weekly
- Vacation Pay/Vacation Time
- Deductions from Wages

As a result:


A Notification of Compliance form has been issued requesting confirmation of compliance. The employer has agreed to return the form by **2017/08/25**.

Order to Comply # **80052106-CO** was issued to comply with the public holidays/public holiday pay, payment of wages, overtime pay, hours of work: excess daily and weekly, vacation pay/vacation time and deduction from wages provisions of the *Employment Standards Act, 2000*, S.O. 2000, Chapter 41 **by 2017/06/22**.

The employer has agreed to conduct a self-audit for ***overtime pay, deductions from wages, unpaid wages, and public holiday pay and period of 2016/11/28 to 2017/06/16*** to calculate outstanding amounts owed to employees. The results of the self audit are to be provided to this officer by ***2017/08/25***. Affected employees are to be paid by ***2017/08/25***.

The results of the inspection do not affect a person's right to file a claim if he/she believes a contravention of the *Act* has occurred.

As part of the Ministry's mandate to monitor levels of compliance, a re-inspection of this workplace may occur at a later date.

Officer	
 Cindy Lanteigne Employment Standards Officer #852	Date 2017-06-26
Note: Pursuant to S. 93 of the Act, you are required to post this report in or upon your premises in a conspicuous place where it is likely to come to the attention of the employees, for a minimum period of 30 days from the date of issue.	

v.05/2015



COMPLIANCE ORDER

EMPLOYMENT STANDARDS ACT, 2000

Statutes of Ontario, 2000, Chapter 41

ORDER #:
80052106-CO

DATE ISSUED:
June 22, 2017

ISSUED TO:
PRIMARY RESPONSE INC.

I find that you have contravened the Public Holidays/Public Holiday Pay provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 24(1)(a) An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20 by June 22, 2017.

I find that you have contravened the Payment of Wages provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 11(1) An employer shall establish a recurring pay period and a recurring pay day and shall pay all wages earned during each pay period, other than accruing vacation pay, no later than the pay day for that period in accordance with O. Reg 285/01 s. 6 (1) Subject to subsection (2), work shall be deemed to be performed by an employee for the employer (a) where work is (i) permitted or suffered to be done by the employer in regard to training time for training required by the employer by June 22, 2017.

I find that you have contravened the Overtime Pay provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 22(1) An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each work week or, if another threshold is prescribed, that prescribed threshold by June 22, 2017.

I find that you have contravened the Hours of Work: Excess Daily or Weekly provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 17(3) An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval by June 22, 2017.

I find that you have contravened the Vacation Pay/Vacation Time provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 36(1) Subject to subsections (2) to (4), the employer shall pay vacation pay to the employee in a lump sum before the employee commences his or her vacation by June 22, 2017.

I find that you have contravened the Deductions from Wages provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 13(1) An employer shall not withhold

wages payable to an employee, make a deduction from an employee's wages or cause the employee to return his or her wages to the employer unless authorized to do so under this section by June 22, 2017.

Reasons for Decision are attached.



Cindy Lanteigne
Employment Standards Officer #852

PURSUANT TO SECTION 93 OF THE ACT, YOU ARE REQUIRED TO POST THIS ORDER IN OR UPON YOUR PREMISES IN A CONSPICUOUS PLACE OR PLACES WHERE IT IS LIKELY TO COME TO THE ATTENTION OF EMPLOYEES, FOR A PERIOD OF 30 DAYS FROM THE DATE OF ISSUE

v.08/2014

Ministry of Labour Ministère du Travail



EMPLOYER/DIRECTOR APPLICATION FOR REVIEW INFORMATION SHEET

HOW TO APPLY FOR A REVIEW OF AN EMPLOYMENT STANDARDS OFFICER'S DECISION

Anyone who disagrees with an order or a notice that has been issued against them, can apply to the Ontario Labour Relations Board (OLRB) to have it reviewed.

Applications for review under the *Employment Standards Act, 2000* are heard and decided by the OLRB. The OLRB is a quasi-judicial administrative tribunal. It makes its decisions independently of the Ministry of Labour.

30 DAY TIME LIMIT

If you are applying for a review, you must complete the application process described below (See "Application Process – Steps 1 to 4") within **30 calendar days** of the date that the officer's order or notice was served. (If the order or notice was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order or notice was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.)

The OLRB may extend the time for applying for a review if it considers it appropriate to do so.

APPLICATION PROCESS – STEPS 1 TO 4 **(How to File an Application for Review)**

✓ **STEP 1: OBTAIN THE APPLICATION FOR REVIEW FORM AND INFORMATION BULLETIN #24 FROM THE OLRB**

You can obtain the Application for Review form (**Form A-103**) and **Information Bulletin #24** (which provides more information about applying for a review) from the OLRB in the following ways:

- by writing to the OLRB at 505 University Avenue, 2nd Floor, Toronto, Ontario M5G 2P1

- by telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)
- on the Internet at <http://www.olrb.gov.on.ca/english/FormsCasetype.htm>
 - Look under the heading "Employment Standards Act 2000" for **Form A-103** and **Information Bulletin No. 24**.

✓ **STEP 2: FILL OUT THE APPLICATION FOR REVIEW FORM (Form A-103)**

You must include a general statement providing the reason you are requesting a review of the officer's decision. You must also include a concise statement of the facts and events you are relying on to support your request for a review.

You must also attach photocopies of all documents related to the officer's decision. These documents include the following:

- the officer's Decision Letter
- the officer's Order / Notice of contravention / Compliance order
- the officer's Reasons for Decision
- the officer's Worksheet(s)/Assessment Document(s)/Appendices

✓ **STEP 3: DELIVER PHOTOCOPIES OF THE APPLICATION FOR REVIEW FORM AND OTHER DOCUMENTS TO:**

1. THE EMPLOYEE(S)
2. THE MINISTRY OF LABOUR
3. ANY OTHER PERSON WHO MAY BE AFFECTED BY THE APPLICATION FOR REVIEW.

Before you file your Application for Review with the OLRB, you must **deliver** certain materials to:

- the employee AND
- the Ministry of Labour, AND
- any other person whom you identify as potentially affected by the application for review.

The delivery requirements are as follows:

I. Materials that you must deliver to the employee(s) and to any other person who may be affected by the application for review:

1. photocopy of your Application for Review form (Form A-103) that you have filled out

and

2. photocopies of **all** the documents that the employment standards officer sent to you with his or her decision
 - For example, the employment standards officer may have sent you some or all of these documents:
 - the officer's Decision Letter
 - the officer's Order / Notice of contravention / Compliance order
 - the officer's Reasons for Decision

- o the officer's Worksheet(s)/Assessment Document(s)/Appendices

and

3. a copy of the **OLRB's Information Bulletin #24** – "Applications for Review under the Employment Standards Act, 2000".

You may deliver these materials by hand, courier, fax or regular mail.

If you do not know the employee's current address in order to deliver these materials and want to know how the OLRB will process your review application, contact the OLRB at 505 University Avenue, 2nd Floor, Toronto, ON M5G 2P1, Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY).

II. Materials that you must deliver to the Ministry of Labour:

1. Photocopy of your **Application for Review form (Form A-103)** that you have filled out

and

2. Photocopies of **all** the documents that the employment standards officer sent to you with his or her decision
 - i. For example, the employment standards officer may have sent you some or all of these documents:
 - o the officer's Decision Letter
 - o the officer's Order / Notice of contravention / Compliance order
 - o the officer's Reasons for Decision
 - o the officer's Worksheet(s)/Assessment Document(s)/Appendices

and

3. If your application for review requires that you make a payment (see "Payment Requirements" below for details), you must submit a cheque or money order for the required amount made payable to the "Director of Employment Standards in trust", or alternatively you may submit an irrevocable letter of credit in the required amount made in favour of the Director of Employment Standards, ***provided that*** the letter of credit is acceptable to the Director. (A Letter of Credit information sheet that provides information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, is available on the Ministry's website at www.labour.gov.on.ca.)

How to deliver the materials to the Ministry of Labour

You can send the Application for Review Form and the other documents separately from the payment (if one is required):

- i. *Application for Review Form and other documents:* The Ministry of Labour prefers that you deliver these documents by email or fax. Alternatively, you may deliver them by regular mail. The least preferred methods of delivery are by courier or by hand.

ii. *Payment:* The Ministry of Labour prefers that you deliver the payment or letter of credit by regular mail. Alternatively, you may deliver it by courier or by hand. Please include the "tear away" portion of the Order with your payment or letter of credit.

Email: appforreview.directorofES@ontario.ca

Fax: 1-855-251-5025

Mail/Courier/Hand:

Director of Employment Standards
 Employment Practices Branch
 Ministry of Labour
 400 University Avenue, 9th Floor
 Toronto, ON M7A 1T7

PAYMENT REQUIREMENTS

The payment requirement that applies depends on 1) whether you are a director, an employer, or a client of a temporary help agency and 2) the type of Order or Notice that you are applying to review.

If you are a **director** applying for a review of an **Order to pay wages issued against you personally in your capacity as director**, you are **not** required to pay any monies into trust to complete your application for review.

If you are an **employer** applying for a review of an **Order to pay wages**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

If you are an **employer** applying to review an **Order to pay compensation** or a **client of a temporary help agency applying to review an Order to pay compensation**, you must pay the amount of the order or \$10,000.00 (whichever is less) to the Director of Employment Standards in trust. The payment must be **received within 30 days** of the date that the order was served*.

If you are an **employer** applying for a review of an **Order to pay fees**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

You may, as an alternative to making payment prior to the review, provide an irrevocable letter of credit in favour of the Director of Employment Standards for the required amount prior to the review. The letter of credit must be acceptable to the Director. (For information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, please see the Letter of Credit information sheet available on the Ministry's website at www.labour.gov.on.ca.)

If you are applying to review a **Notice of contravention** or a **Compliance order**, you are not required to pay any monies into trust to complete your application for review.

***If the order was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.**

Your review application will not proceed if you do not make the payment or provide an acceptable letter of credit.

✓ STEP 4: FILE YOUR APPLICATION WITH THE OLRB.

No later than 5 days after completing Step 3 (not including weekends, statutory holidays or any other day that the OLRB is closed), file your application package with the OLRB. This package consists of:

1. The signed, completed original Application for Review form (Form A-103), and
2. A photocopy of the signed, completed original Application for Review form, and
3. Photocopies of the document(s) that the officer sent you with his or her decision.

Deliver or send your application to the OLRB using any method other than fax, e-mail or registered mail, to:

The Registrar
Ontario Labour Relations Board
 505 University Avenue, 2nd Floor
 Toronto, ON M5G 2P1

Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)

INFORMATION ABOUT THE REVIEW PROCESS

In most cases, a Ministry of Labour representative will not participate or be in attendance during the review process.

Please tell the Ontario Labour Relations Board (OLRB) if you wish to communicate in French or if you require accommodation because of a disability.

For further information about the review process, please refer to the OLRB Information Bulletin No. 24.

Ministry of Labour

Ministère du Travail



REASONS FOR DECISION

Employment Standards Act, 2000

Inspection Number: 90019467

Business Name: PRIMARY RESPONSE INC.

Standard(s) At Issue:

1. Public holiday pay
2. Payment of wages
3. Overtime pay
4. Limit on Hours of work weekly
5. Payment of vacation pay
6. Deductions from wages

Evidence, Decision and Reason(s) With Respect to Each Standard at Issue:

As a result of investigations into multiple claims filed against the employer an expanded limited inspection is being conducted. The investigation revealed the following employment standards issues:

FINDINGS

Public Holiday Pay - s. 24(1)

The employer pays public holiday pay but not in accordance with section 24. (1) which states that "an employee's public holiday for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20". If the employee's regular wages in the four work weeks prior to the week where the public holiday occurs exceeds 40 hours per week, then the public holiday pay will be more than 8 hours. For example if an employee worked 44 regular hours each of the four work weeks prior to the week of the public holiday the employee would be entitled to payment of 8.8 hours (44 hours x 4 weeks = 176 divided by 20 = 8.8 hours).

It was also found that the employer sometimes fails to pay public holiday pay where an employee failed to work a shift before or after the public holiday but had reasonable cause to not work the shift. Employees who fail, without reasonable cause to work all their last regularly scheduled day of work before the public holiday or all of their first scheduled day of work after the public holiday are not entitled to public holiday pay. (Note: this does not mean simply the last calendar day before the public holiday and the first calendar day after the public holiday - it means the last scheduled day of work before the public holiday and the first scheduled day of work after the public holiday). If any employee fails to work either of those days, but had reasonable cause, he

or she will still qualify for the public holiday pay entitlements. It was found that employees had reasonable cause or were on approved vacation time off and they were not paid public holiday pay or given a substitute day off with public holiday pay.

Excess Hours of Work Weekly and Averaging of Overtime Pay - s. 17(1) & s. 22(2)

It was found that the employer has averaging agreements with employees to allow the employer to average overtime over a two week period. The employer had an approval to allow averaging of overtime hours over a two week period however the approval expired on August 5, 2016. The payroll records also showed that there were some averaging periods where an employee worked in excess of 88 hours and was paid at straight time for all hours.

The employer has excess hours of work agreements where employees agree to work up to 60 hours per week. However, the employer has an excess hours of work permit allowing excess hours up to 55 hours per week. The payroll records showed that some employees worked in excess of 55 hours per week. The employer is in contravention of the ESA, 2000 s. 17(3) – "An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval". The employer is allowing employees to work in excess of the number of hours as set out in the approval for excess weekly hours.

Payment of Wages - s. 11(1)

It was found that the employer failed to pay an employee for training where it was determined that the training taken by the employee was mandatory training that was required as a condition of continued employment. It is Program policy that time spent in training that is required by the employer or by law as a condition of employment or continued employment will be considered working time. It was also found that the employer sometimes failed to pay all wages earned in the pay period on the pay day for that pay period. S. 11(1) requires that all wages earned in a pay period be paid on the pay day for that pay period.

Vacation Pay - s. 36(1)

Section 36(1) requires employers to pay vacation pay in a lump sum before the vacation time is taken. It was found that an employee took vacation time and wasn't paid vacation pay.

Deduction from Wages - s. 13(5)2.

Section 13(5) prohibits an employer from withholding wages, making deductions from wages or causing an employee to return wages in certain circumstances, even though the employer has a written authorization from the employee to make the deduction in accordance with s. 13(3). One example is where the deduction is made for faulty work. This provision prevents employers from making deductions from an employee's wages because of the employee's mistakes, even if the employee has authorized the deduction in writing. Without such protection, an employee could be charged by way of wage deduction for every item or piece of work spoiled or rejected. Employers who want to recover damages due to employees' faulty work may choose to sue for damages in court, but they cannot make deductions from the employees' wages. Referees in decisions under the former Employment Standards Act have held that no deduction could be made in the following circumstances on grounds that they constituted faulty work: The claimant continued to drive a company car that was overheated, thus causing severe damage; The claimant damaged a vehicle when moving it at the employer's place of business; A salesperson damaged a car while backing it into the showroom. It was found that the employer withheld wages from an employee to

cover an insurance deductible because the employee was involved in an at-fault accident. Even if the employee had signed an authorization to allow the deduction, which the claimant did not, the authorization would be invalid.

Action(s) Taken by Officer:

Issuing Compliance Order #80052106-CO on June 22, 2017 requiring the employer to comply with the hours of work limits, overtime pay, unpaid wages, vacation pay, deduction from wages, public holiday pay provisions of the ESA, 2000.



Cindy Lanteigne
Employment Standards Officer #852

v.08/2014

1. Primary Response Inc. v. (s.21) & Des – ESA – Employer Appeal under s. 116 (c) of the ESA (this file was closed, the parties reached a settlement agreement – file was adjourn Sine Die for 9 months)
2. Primary Response Inc. v. (s.21), and Des – ESA – Employer Appeal under s. 116(c) of the ESA
3. Primary Response Inc. v. (s.21), and director of employment standard – ESA Employer Appeal under s. 116 (c) of the ESA
4. Primary Response Inc. v. (s.21), and Director of employment Standard – ESA Employer Appeals – under s. 116(c) of the ESA
5. Primary Response Inc. v. (s.21), and Director of employment Standard – ESA Employer Appeals – under 116 (c) of the ESA
6. Primary Response Inc. v. (s.21), and director of employment Standards - ESA Employer Appeals – under 116 (c) of the ESA
7. Primary Response Inc. v. (s.21)- ESA Employer Appeals – under 116 (c) of the ESA
8. Primary Response Inc. v. (s.21)& Des - ESA Employer Appeals – under 116 (c) of the ESA
9. Primary Response Inc. v. (s.21)and Des - ESA Employer Appeals – under 116 (c) of the ESA
10. Primary Response Inc. v. (s.21)and Des - ESA Employer Appeals – under 116 (c) of the ESA
11. Primary Response Inc. v. (s.21)and Des - ESA Employer Appeals – under 116 (c) of the ESA
12. Primary Response Inc. v. (s.21), and Des - ESA Employer Appeals – under 116 (c) of the ESA
13. Primary Response Inc. v. (s.21)and Des - ESA Employer Appeals – under 116 (c) of the ESA
14. Primary Response Inc. v. (s.21), and Des - ESA Employer Appeals – under 116 (c) of the ESA
15. Primary Response Inc. v. (s.21), and DES - ESA Employer Appeals – under 116 (c) of the ESA
16. Primary Response Inc. v. (s.21)- ESA Employer Appeals – under 116 (c) of the ESA

ACCESS REQUEST: #G-2018-00664

Brief Summary of All Employment Standards Claims Filed Against Primary Response Inc.

Company Name & Address Claimed Against	Date Claim Filed	Number of Claimants	Alleged Violations	Employment Standards Officers' (ESO) Decision	Date Claim Closed	ESOs Decision Appealed	Have Collection Estor Been Initiated
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	3AUG2016	1	Vacation pay and public holidays	Voluntary compliance	19/04/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	2SEP2016	1	Unpaid wages	Voluntary compliance	19/04/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	19SEP2016	1	Termination Pay	Voluntary Compliance	11/05/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	22SEP2016	1	Unpaid wages	DENIED	02/05/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	1DEC2016	1	Termination and Severance pay	Denied	02/05/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	16DEC2016	1	Public holiday and overtime pay	Voluntary Compliance	20/04/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	27JAN2017	1	Unpaid wages	DENIED	17/05/2017	NO	NO

Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	15AUG2016	1	Overtime and Public Holiday pay	Compliance ordered	23/05/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	23SEP2016	1	Unpaid wages	Compliance ordered	23/05/2017	No	no
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	18JAN2017	1	Public Holiday pay	Compliance ordered	23/05/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	8MAR2017	1	Termination pay	Compliance ordered	13/06/2017	Yes	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	23MAR2017	1	Unpaid wages; deductions; public holidays; termination pay	Compliance ordered	10/07/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	6APR2017	1	Unpaid wages; overtime pay	Compliance ordered	12/06/2017	No	No
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	20APR2017	1	Overtime and public holiday pay	Compliance ordered	08/09/2017	Yes	no
Primary Response 60 MODERN RD, TORONTO, ON M1R 3B6	28MAY2017	1	Vacation pay	Compliance ordered	11/07/2017	No	No

ACCESS REQUEST: #G-2018-00664

Brief Summary of All Employment Standards Claims Filed Against Primary Response-Multiple Files

Company Name & Address as Claim Filed Against	Date Claim Filed	Number of Claims	Alleged Violations	Employment Standards Office (ESO) Decision	Date Claim Closed/Appeal	ESOs Decision Appealed	Have Collection Efforts Been Initiated/
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	February 28, 2017	1	<ol style="list-style-type: none"> 1. Limits on Hours Work 2. Payment of Wages 3. Public Holiday Pay 4. Vacation Pay 5. Unauthorized Deductions 6. Termination Pay 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 2, 2017	1	<ol style="list-style-type: none"> 1. Limits on Hours of Work: 2. Excess Daily & Weekly Payment of Wages 3. Public Holiday Pay 4. Overtime Pay 5. Vacation Pay 6. Unauthorized Deductions 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No

Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 21, 2017	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Daily & Weekly Payment of Wages Public Holiday Pay Overtime Pay Unauthorized Deductions Termination Pay 	Compliance Ordered = Order to, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	May 4, 2017	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Daily & Weekly Payment of Wages Public Holiday Pay Overtime Pay Unauthorized Deductions Termination Pay 	Compliance Ordered = Order to Pay; Order to Pay, Notice of Contraventions = Satisfied	OTP & 2 NOC's = Satisfied & In Appeal on March 1, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	May 16, 2017	1	<ol style="list-style-type: none"> Wage Statements Payment of Wages Public Holiday Pay Vacation Pay Unauthorized Deductions 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied & In Appeal on March 1, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	August 3, 2017	1	Return of Uniform Deposit	Escalated Claim as per RPC direction but claim was discontinued	Closed = Withdrawn on January 22, 2018	No	No

8	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	August 15, 2017	1	<ol style="list-style-type: none"> 1. Wage Statements 2. Limits on Hours of Work: Excess Weekly 3. Payment of Wages 4. Public Holiday Pay 5. Overtime Pay 6. Unauthorized Deductions 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
9	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	August 18, 2017	1	<ol style="list-style-type: none"> 1. Payment of Wages 2. Public Holiday Pay 3. Overtime Pay 4. Vacation Pay 5. Unauthorized Deductions 6. Termination Pay 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
10	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	September 11, 2017	1	<ol style="list-style-type: none"> 1. Payment of Wages 2. Public Holiday Pay 3. Overtime Pay 4. Unauthorized Deductions 5. Termination Pay 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
10	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	September 22, 2017	1	<ol style="list-style-type: none"> 1. Payment of Wages 2. Public Holiday Pay 3. Overtime Pay 4. Vacation Pay 5. Unauthorized Deductions 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2 NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No

11	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	September 30, 2017	1	<ol style="list-style-type: none"> 1. Payment of Wages 2. Other – kilometres 	Compliance Ordered = Order to Pay, Notice of Contravention	OTP & NOC = Satisfied and In Appeal on March 1, 2018	Yes	No
12	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	November 6, 2017	1	<ol style="list-style-type: none"> 1. Limits on Hours of Work: Excess Daily & Weekly 2. Payment of Wages 3. Public Holiday Pay 4. Overtime Pay 5. Vacation Pay 6. Unauthorized Deductions 7. Termination Pay 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
13	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	November 23, 2017	1	<ol style="list-style-type: none"> 1. Limit on Hours of Work: Excess Daily & Weekly 2. Payment of Wages 3. Public Holiday Pay 4. Overtime Pay 5. Vacation Pay 6. Unauthorized Deductions 7. Termination Pay 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on March 1, 2018	Yes	No
14	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	December 31, 2017	1	Payment of Wages	Closed – Withdrawn	EE withdrawn claim on July 19, 2018	No	No

Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	January 18, 2018	1	Other	Closed - Withdrawn	EE withdrawn claim on February 3, 2018	No	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	February 8, 2018	1	<ol style="list-style-type: none"> 1. Limits on Hours of Work: Excess Weekly - Subsection 17(3) 2. Limits on Hours of Work: Excess Daily - Subsection 17(1)(a) 3. Limits on Hours of Work: Free from Work - Subsection 18(1) 4. Payment of Wages - Regular Wages - Subsection 17(1) 5. Public Holiday Pay - Subsection 11(1) 6. Overtime Pay - Subsection 24(1) 7. Unauthorized Deductions - Subsection 13(1) 	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on June 7, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 2, 2018	1	Other	Closed- Denied	April 27, 2018	No	No

18	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 5, 2018	1	1. Regular Wages 2. Vacation Pay 3. Other	Closed – Denied	June 12, 2018	No	No
19	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 7, 2018	1	1. Limits on Hours of Work: Excess Weekly 2. Payment of Wages 3. Premium Pay 4. Public Holiday Pay 5. Overtime Pay 6. Vacation Pay 7. Unauthorized Deductions	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on July 10, 2018	Yes	No
20	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 7, 2018	1	1. Limits on Hours of Work: Excess Weekly 2. Payment of Wages 3. Premium Pay 4. Public Holiday Pay 5. Overtime Pay 6. Vacation Pay 7. Unauthorized Deductions 8. Termination Pay	Compliance Ordered = Order to Pay, Notice of Contraventions	OTP & 2NOC's = Satisfied and In Appeal on July 10, 2018	Yes	No
21	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	March 27, 2018	1	Other	Closed – Withdrawn	EE – Withdrawn claim on April 18, 2018	No	No

22	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 4, 2018	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Weekly Payment of Wages Premium Pay Public Holiday Pay Overtime Pay Vacation Pay Unauthorized Deductions 	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No
23	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 5, 2018	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Weekly Payment of Wages Overtime Pay Vacation Pay Unauthorized Deductions Employment Standards Poster was not posted Copy of Employment Standards Poster was not provided 	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No
24	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 6, 2018	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Weekly Payment of Wages Premium Pay Public Holiday Pay Overtime Pay Vacation Pay Unauthorized Deductions 	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No
25	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road,	April 7, 2018	1	<ol style="list-style-type: none"> Limits on Hours of Work: Excess Weekly Limits on Hours of Work: Free between shifts Limits on Hours of Work: Excess Daily Payment of Wages Premium Pay 	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No

Toronto ON M1R 3B6					6. Public Holiday Pay 7. Overtime Pay 8. Vacation Pay				
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 13, 2018	1			1. Limits on Hours of Work: Excess Weekly 2. Payment of Wages 3. Premium Pay 4. Overtime Pay 5. Vacation Pay	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 31, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 13, 2018	1			1. Limits on Hours of Work: Excess Weekly 2. Limits on Hours of Work: Free between shifts 3. Limits on Hours of Work: Excess Daily 4. Payment of Wages 5. Premium Pay 6. Public Holiday Pay 7. Overtime Pay 8. Vacation Pay	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 31, 2018	Yes	No
Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 16, 2018	1			1. Limits on Hours of Work: Excess Weekly 2. Limits on Hours of Work: Free between Shifts 3. Limits on Hours of Work: Excess Daily 4. Payment of Wages 5. Premium Pay 6. Public Holiday Pay 7. Overtime Pay 8. Vacation Pay	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 31, 2018	Yes	No

	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 16, 2018	1	<ol style="list-style-type: none"> 1. Limits on Hours of Work: Excess Weekly 2. Limits on Hours of Work: Free between shifts 3. Limits on Hours of Work: Excess Daily 4. Payment of Wages 5. Premium Pay 6. Public Holiday Pay 7. Overtime Pay 8. Vacation Pay 	Compliance Ordered = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No
	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	April 19, 2018	1	<ol style="list-style-type: none"> 1. Limits on Hours of Work: Excess Weekly 2. Limits on Hours of Work: Excess Daily 3. Payment of Wages 4. Public Holiday Pay 5. Overtime Pay 6. Equal Pay for Equal Work 	Compliance Ordered. = Order to Pay	OTP = Satisfied and In Appeal on July 27, 2018	Yes	No
	Primary Response Inc. operating as Primary Response Inc. 60 Modern Road, Toronto ON M1R 3B6	June 13, 2018	1	<ol style="list-style-type: none"> 1. Termination Pay 2. Severance Pay 	Closed – Withdrawn	EE withdrawn claim on July 27, 2018	No	No



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application

General Information

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the *Employment Standards Act, 2000 (ESA)*.

The information collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31* (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at 416 326-7786.

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, ON M7A 1T7
Fax: 1 866 588-9998 or
416 212-7900

ID (Ministry Use)

60055521

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employee Information

Employer Business/Trade Name*
PRIMARY RESPONSE INC

Legal Name*
PRIMARY RESPONSE INC.

Business Type (e.g. Corporation, Limited Partnership, Partnership, Sole Partnership, Limited Liability Partnership)* Business Registration Number
894027531

Corporation Number (if applicable) Corporation Jurisdiction, if applicable (e.g. Ontario, Canada, other)

Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking renewal.

2. Employee Contact Information

Last Name* First Name*
CRANSWICK MEREDITH

Position
GENERAL MANAGER

Telephone Number* Fax Number Email Address (if available)
416 658-4536 ext. 102 416 658-3707 meredith.cranswick@primaryresponse.ca

Preferred method of receiving correspondence?* Preferred language of communication*
 Mail E-mail English French

Employer Main Business Address

Street Number Suffix (e.g. A) Street Name Type Direction Unit Number
60 MODERN RD

Rural Route PO Box Postal Station City/Town*
SCARBOROUGH

Province/State* Country* Postal Code/Zip Code*
ONTARIO CANADA M1R 3B6

3. Additional Locations Where Work Will Be Performed

If work will be performed at the main business address only, do not complete this section. Go to Section 4. If there are additional work locations where this application applies, please enter required information. Attach additional pages as necessary.

Name of Business*

Street Number	Suffix (e.g. A)	Street Name	Type	Direction	Unit Number
Rural Route	PO Box	Postal Station	City/Town*		
Province*			Postal Code*		

4. Application Type (Please select the following application types)*

Excess Weekly Hours of Work
Complete sections 5, 7 (if applicable), 8, 10 and 11.

Averaging Hours of Work for Overtime Pay Purposes
Complete sections 6, 7 (if applicable), 9, 10 and 11

5. Employee Information for Excess Weekly Hours Application

Attach additional pages as necessary.

Occupation*

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		
Occupation*		

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		
Occupation*		

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		

6. Employee Information for Averaging Application

Attach additional pages as necessary.

Occupation*
SECURITY GUARDS

Number of Weeks to Average Over * 2	Number of Employees* 1500	
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

Occupation*
MOBILE SECURITY GUARDS & SUPERVISORS

Number of Weeks to Average Over * 2	Number of Employees* 65	
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

Occupation*
COMMUNICATIONS OPERATIVES/DISPATCHERS

Number of Weeks to Average Over * 2	Number of Employees* 30	
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

7. List Union Contact Details

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?

9. Reasons for Averaging Application

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

Full-time employees are normally scheduled to work seven 12 hour shifts in a 2 week period and their hours of work may be averaged over the 2 week period

2. Does the averaging period requested benefit the employees in the occupations listed?

Yes the scheduling system provides flexible scheduling, more continuous time away from work and improved work/life balance.

10. In The Last Three Years

Has the employer ever pled guilty to or been convicted of an offence under the ESA? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.)*

Yes No

Date (yyyy/mm/dd)

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

Yes No

Date (yyyy/mm/dd)

11. Declaration

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please Print)*	Signature*	Date (yyyy/mm/dd)*
Meredith Cranswick	online	2017/06/20

From: Rasaratnam, Ananth (MOL)
To: "meredith.cranswick@primaryresponse.ca"
Subject: Averaging Hours of Work Application: Primary Response Inc. - due 2017/12/15
Date: December 11, 2017 12:29:00 PM

**RE: Application for Averaging Hours of Work for Overtime Pay Purposes,
ID#60055521**

Dear Meredith Cranswick,

Your application requesting approval from the Director of Employment Standards to average hours of work for overtime pay purposes is currently under review. Further information is being requested to help us assess your application.

Section 22.(1) of the *Employment Standards Act, 2000* (ESA) states that overtime pay for most employees is payable after 44 hours per week.

With the approval of the Director of Employment Standards,

Section 22.(2) of the ESA permits an employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks for the purposes of determining the employee's entitlement, if any, to overtime pay.

Section 22.(7) permits the Director to take into consideration any factors that may be relevant in deciding whether it is appropriate to issue the approval to the employer.

One of the factors the Director considers relevant is whether there are benefits of overtime averaging for employees. Failure to clearly demonstrate the benefits to employees will likely result in a refusal of the application by the Director of Employment Standards.

Please outline the benefits to employees, as well the weekly threshold after which overtime is paid and company policy for overtime pay, if applicable, **by Thursday, December 15th, 2017.** The evaluation of your application will include any information submitted. If a response is not received by the due date, it is likely that the application will be refused.

Please note: In a non-unionized workplace, an employer can only average hours of work where there is approval from the Director of Employment Standards and an employee has agreed in writing and where the agreement is valid under the ESA.

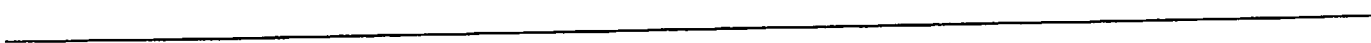
Sincerely,

Ananth Rasaratnam

Hours of Work Unit Reviewer
Employment Practices Branch
Ministry of Labour
Tel: 416-212-6640
Fax: 416-212-7900 / 1-866-588-9998

Email: ananth.rasaratnam@ontario.ca

Employment Standards Information line:
416-326-7160 / 1-800-531-5551



From: [Meredith Cranswick](#)
To: [Rasaratnam, Ananth \(MOL\)](#)
Subject: RE: Averaging Hours of Work Application: Primary Response Inc. - due 2017/12/15
Date: December 11, 2017 1:54:13 PM

Dear Ananth Rasaratnam,

Thank you very much for your response. I will list below the benefits to our employees and hope you will take these into consideration in making your decision.

The primary benefit to employees is that they only work 7 days in a 14-day cycle with every other weekend off meaning they have more time away from work than the norm. The rotation is 2 days on, 2 days off, 3 days on in week #1 and in week #2 - 2 days off, 2 days on, 3 days off (weekend). Any variation to this schedule means our employees would only be off for 2 days on the weekend which would not be satisfactory to them.

This rotation is for the sole benefit of our employees and has no benefit to the employer as we could simply run something different. Our employees have chosen this rotation over many other variations and they have done so for their health & welfare as well as giving them more family time and time away from work.

Thank you for considering our application and I look forward to hearing from you.

Best Regards,

Meredith Cranswick | General Manager
PRIMARY RESPONSE INC.
 60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 102 | (888) 643-0333

Please consider the environment - do you really need to print this email?



Confidentiality Notice: This email, and attachments, transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message.

From: Rasaratnam, Ananth (MOL) [<mailto:Ananth.Rasaratnam@ontario.ca>]
Sent: December 11, 2017 12:29 PM
To: Meredith Cranswick <meredith.cranswick@primaryresponse.ca>
Subject: Averaging Hours of Work Application: Primary Response Inc. - due 2017/12/15

RE: Application for Averaging Hours of Work for Overtime Pay Purposes.

ID#60055521

Dear Meredith Cranswick,

Your application requesting approval from the Director of Employment Standards to average hours of work for overtime pay purposes is currently under review. Further information is being requested to help us assess your application.

Section 22.(1) of the *Employment Standards Act, 2000* (ESA) states that overtime pay for most employees is payable after 44 hours per week.

With the approval of the Director of Employment Standards,

Section 22.(2) of the ESA permits an employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks for the purposes of determining the employee's entitlement, if any, to overtime pay.

Section 22.(7) permits the Director to take into consideration any factors that may be relevant in deciding whether it is appropriate to issue the approval to the employer.

One of the factors the Director considers relevant is whether there are benefits of overtime averaging for employees. Failure to clearly demonstrate the benefits to employees will likely result in a refusal of the application by the Director of Employment Standards.

Please outline the benefits to employees, as well the weekly threshold after which overtime is paid and company policy for overtime pay, if applicable, **by Thursday, December 15th, 2017**. The evaluation of your application will include any information submitted. If a response is not received by the due date, it is likely that the application will be refused.

Please note: In a non-unionized workplace, an employer can only average hours of work where there is approval from the Director of Employment Standards and an employee has agreed in writing and where the agreement is valid under the ESA.

Sincerely,

Ananth Rasaratnam

Hours of Work Unit Reviewer
Employment Practices Branch
Ministry of Labour

Tel: 416-212-6640

Fax: 416-212-7900 / 1-866-588-9998

Email: ananth.rasaratnam@ontario.ca

Employment Standards Information line:
416-326-7160 / 1-800-531-5551



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application Form

This information is collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the Freedom of Information and Protection of Privacy Act, R.S.O.1990F31 (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at (416) 326-7786.

General Information

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, Ontario, M7A 1T7
Fax: 1-866-588-9998 or
416-212-7900

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the Employment Standards Act, 2000 (ESA).

ID (Ministry Use)

60040809

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employer Information

Employer Business/Trade Name *
PRIMARY RESPONSE INC.
Legal Name *
PRIMARY RESPONSE INC.
Business Number



Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking a renewal.

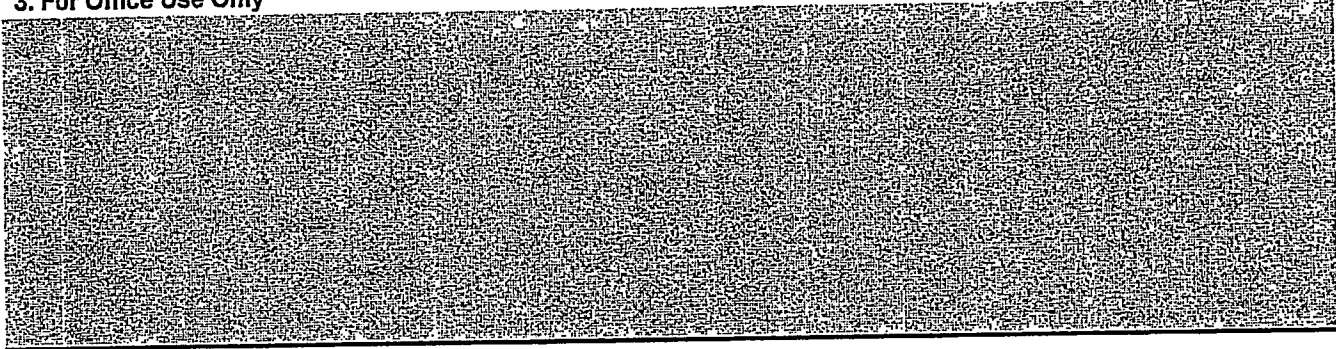
2. Employer Contact Information

First Name *			Last Name *		
YVONNE			MACDONALD		
Position					
MANAGER, HUMAN RESOURCES					
Telephone (include area code) *		Extension	Fax Number (include area code)		E-mail Address
(416) 658-4536		118	(416) 658-3707		yvonne.macdonald@primaryresponse
Preferred method of receiving correspondence *				Preferred language of communication *	
<input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-mail				<input checked="" type="checkbox"/> English <input type="checkbox"/> French	

Employer Main Business Address

Street Number	Suffix (e.g. A)	Street Name		Type	Direction	Unit/Suite
250		CONSUMERS		RD		901
Rural Route	PO Box	Postal Station		City/Town *		
				NORTH YORK		
Province/State *				Country *		Postal Code/Zip Code *
ONTARIO				CANADA		M2J 4V6

3. For Office Use Only



4. Application Type. Please select the following application types. *

<input checked="" type="checkbox"/> Excess Weekly Hours of Work Complete sections 5, 7 (if applicable), 8, 10 and 11.	<input type="checkbox"/> Averaging Hours of Work for Overtime Pay Purposes Complete sections 6, 7 (if applicable), 9, 10 and 11.
--	---

5. Employee Information for Excess Weekly Hours Application.

Attach additional pages as necessary.

Occupation * SECURITY GUARDS	Number of Excess Weekly Hours * 55	Number of Employees * 1300	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
	Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			
Occupation * MOBILE - GUARDS - AND SUPERVISORS	Number of Excess Weekly Hours * 55	Number of Employees * 150	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
	Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			
Occupation * SECURITY DISPATCH/COMMUNICATIONS GUARDS	Number of Excess Weekly Hours * 55	Number of Employees * 50	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
	Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			

6. Employee Information for Averaging Application.

Attach additional pages as necessary.

Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:			
Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:			
Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:			

7. List Union Contact Details.

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application.

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?
 The vast majority of Guardswork on a 2/3 rotation equalling 84 hours in each two week period. This -
 for many years has been the preference of our Employee base.

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?
 No - the rotation in place is very common to our Industry and largely in place at the preference of -
 our Guards.

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?
 NO

9. Reasons for Averaging Application.

Complete for Averaging Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

2. Does the averaging period requested benefit the employees in the occupations listed?

10. In the last three years:

Has the employer been convicted of an offence under the ESA by a judge or justice of the peace? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.) *

Yes No

Date							
Y	Y	Y	Y	M	M	D	D

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

Yes No

Date							
Y	Y	Y	Y	M	M	D	D

11. Declaration.

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please print) *

Signature *

Date *

Yvonne MacDonald

online

Y	Y	Y	Y	M	M	D	D
2	0	1	3	1	1	1	8

Ministry of Labour
Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail
Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



November 26, 2013

PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

RE: Approval For Excess Weekly Hours of Work ID#: 60040809

Following a review of your application, the attached approval for Excess Weekly Hours of Work has been issued. The employer is required to have the written agreement of employees (or their union) before employees work excess hours in accordance with the approval. A copy of the approval must be posted in at least one conspicuous place in every workplace such that it is likely to come to the attention of the employees it applies to.

Non-unionized employers must provide employees with a copy of the Information Sheet, *Information for Employees About Hours of Work and Overtime Pay*, available on the Ministry of Labour website www.labour.gov.on.ca before the agreement to work excess hours is made.

An approval may be revoked by the Director at any time upon providing an employer with such notice as the Director considers reasonable in the circumstances. In determining whether to revoke an approval, the Director may consider any relevant factors including contraventions of the *Employment Standards Act, 2000 (ESA)* and the health and safety of employees.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for Excess Weekly Hours of Work. For more information, refer to the Ministry's website www.labour.gov.on.ca.

Please note the listing of a specific occupation in an approval should not be taken as necessarily indicating that the Ministry is of the view that an employee in the occupation is covered by the hours of work limits and/or overtime pay requirements set out in the *ESA*. Employees in certain industries and job categories are exempt from such limits and requirements. For more information on industry and job specific exemptions please refer to *Your Guide to the Employment Standards Act*, Chapter "Industries and Jobs with *ESA* exemptions and/or Special Rules" available on the Ministry's website.

If you have any questions regarding the approval, please contact our office at (416) 326-2450.

Sincerely,

Director of Employment Standards

Attachment

Ministry of
Labour

Ministère du
Travail



APPLICATION IDENTIFICATION NUMBER: 60040809

APPROVAL: EXCESS WEEKLY HOURS OF WORK

Under Section 17.1 of the *Employment Standards Act, 2000*

Issued to: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

This approval permits employees to work more than 48 hours in a work week up to the specified weekly maximum set out below. This approval only applies to an employee who has agreed (or if unionized, the employee's union has agreed) in writing to work excess hours in accordance with s.17(3)(a) of the Act. Where an employee has revoked an agreement to work excess hours in accordance with subsection 17(6), this approval no longer applies with respect to that employee.

The maximum number of hours an employee may work is the **lesser of**: (i) the number of hours listed in the chart below and (ii) the number of hours the employee (or union) has agreed to in writing.

OCCUPATION	WEEKLY MAXIMUM
SECURITY GUARD	55 HOURS
MOBILE GUARDS & SUPERVISOR	55 HOURS
SECURITY DISPATCH / COMMUNICATIONS GUARDS	55 HOURS
APPROVAL VALID THROUGH: NOVEMBER 26, 2016	

A copy of this approval must be posted in at least one conspicuous place in every workplace of the employer where employees in respect of whom the approval applies work so that it is likely to come to the attention of the employees it applies to. The employer must keep the approval posted until it expires or is revoked, and must then remove it.

IMPORTANT INFORMATION FOR EMPLOYERS

This approval was issued based on information the employer provided. Where an employer has indicated that a special rule or exemption under the Act or its regulations regarding hours of work applies, the issuance of an approval is not a binding ruling on the application of the Act or its regulations. Such a ruling can only be made by an employment standards officer following a full investigation, by the Ontario Labour Relations Board or, ultimately the courts.

This approval does not relieve an employer from the requirement to comply with any other applicable provincial legislation that governs an employee's hours of work.

IMPORTANT INFORMATION FOR EMPLOYEES

An employer must provide a non-unionized employee with a copy of the Ministry of Labour's Information Sheet, "Information for Employees About Hours of Work and Overtime Pay", before the employee enters into a written agreement to work in excess of 48 hours in a work week.

The Information Sheet includes important information about employees' rights and employers' obligations for hours of work, rest periods and overtime.

An employer is prohibited from penalizing an employee in any way for exercising rights under the Act. These rights include:

- Refusing to enter into an agreement to work excess hours
- Cancelling his/her agreement to work excess weekly hours by providing two weeks written notice

For answers to questions about the Act including how to obtain the Information Sheet, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act, the Information Sheet, and Fact Sheets are also available

on the Ministry's website: www.labour.gov.on.ca.

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Application Served: 2013-11-18
Approval Comes into Effect: 2013-11-26

Director of Employment Standards

LE NOMBRE D'IDENTIFICATION D'APPLICATION : 60040809

APPROBATION : DÉPASSEMENT DES PLAFOND D'HEURES DE TRAVAIL PAR SEMAINE

En vertu de l'article 17.1 de la Loi de 2000 sur les normes d'emploi

Délivrée à l'attention de: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

La présente approbation autorise les employés à travailler plus de 48 heures par semaine jusqu'à un maximum hebdomadaire précisé ci-dessous. L'approbation ne s'applique qu'à l'employé qui a consenti (ou s'il est syndiqué, si son syndicat a consenti), par écrit, au dépassement des plafonds des heures de travail conformément à l'alinéa 17 (3) a) de la Loi. Si un employé a révoqué son consentement à travailler au-delà du plafond établi conformément au paragraphe 17 (6), la présente approbation ne s'applique plus à cet employé.

Le nombre maximal d'heures de travail que peut effectuer un employé ne doit pas dépasser le moindre des nombres suivants : (i) le nombre d'heures indiqué dans le tableau ci-dessous et (ii) le nombre d'heures auquel l'employé (ou le syndicat) a consenti par écrit.

PROFESSION	Maximum hebdomadaire
SECURITY GUARD	55 HEURES
MOBILE GUARDS & SUPERVISOR	55 HEURES
SECURITY DISPATCH / COMMUNICATIONS GUARDS	55 HEURES
L'APPROBATION VALIDE PASSE : NOVEMBRE 26, 2016	

Une copie de l'approbation doit être affichée à au moins un endroit bien en vue de chacun des lieux de travail de l'employeur où les employés concernés travaillent afin qu'ils puissent en prendre connaissance. L'employeur doit laisser l'approbation affichée jusqu'à son expiration ou sa révocation, puis l'enlever.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYEURS

La présente approbation est délivrée en fonction des renseignements fournis par l'employeur. Si un employeur a invoqué l'application d'une règle spéciale ou d'une exemption en vertu de la Loi ou de ses règlements concernant les heures de travail, la délivrance d'une approbation ne constitue pas une décision exécutoire au sujet de l'application de la Loi ou de ses règlements. Ce genre de décision ne peut être rendue que par un agent des normes d'emploi après une enquête complète, par la Commission des relations de travail de l'Ontario ou, en dernier recours, par les tribunaux.

La présente approbation ne libère pas l'employeur de l'obligation de se conformer aux autres lois provinciales applicables qui régissent les heures de travail de l'employé.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYÉS

L'employeur doit remettre à l'employé non syndiqué une copie de la feuille de renseignements du ministère du Travail intitulée « Heures de travail et heures supplémentaires », avant qu'il n'accepte, par écrit, de travailler plus de 48 heures par semaine.

Le feuille de renseignements contient des renseignements importants au sujet des droits des employés et des obligations des employeurs concernant les heures de travail, les périodes de repos et les heures supplémentaires.

L'employeur n'a pas le droit de pénaliser un employé pour avoir exercé les droits que lui confère la Loi, comme par exemple:

- Refuser de signer une entente de dépassement des plafonds d'heures de travail
- Annuler son accord de dépasser les plafonds d'heures de travail par semaine sur présentation d'un

préavis écrit de deux semaines.

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Pour des renseignements sur la Loi et sur la façon d'obtenir les feuilles de renseignements, veuillez appeler le Centre d'information sur les normes d'emploi, au 416 326-7160, à Toronto, ou sans frais, au 1 800 531-5551. Des renseignements sur la Loi et les feuilles de renseignements sont également consultables sur le site Web du ministère, à www.labour.gov.on.ca.

Date de signification de la demande: 2013-11-18

Date de l'approbation: 2013-11-26

Directeur des normes d'emploi



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application Form

General Information

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, Ontario, M7A 1T7
Fax: 1-866-588-9998 or
416-212-7900

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the Employment Standards Act, 2000 (ESA).

This information is collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the Freedom of Information and Protection of Privacy Act, R.S.O.1990F31 (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at (416) 326-7786.

ID: (Ministry Use)

60050117

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employer Information

Employer Business/Trade Name *
PRIMARY RESPONSE INC.

Legal Name *
PRIMARY RESPONSE INC.

Business Number

Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking a renewal.

2. Employer Contact Information

First Name *
MEREDITH

Last Name *
CRANSWICK

Position
GENERAL MANAGER

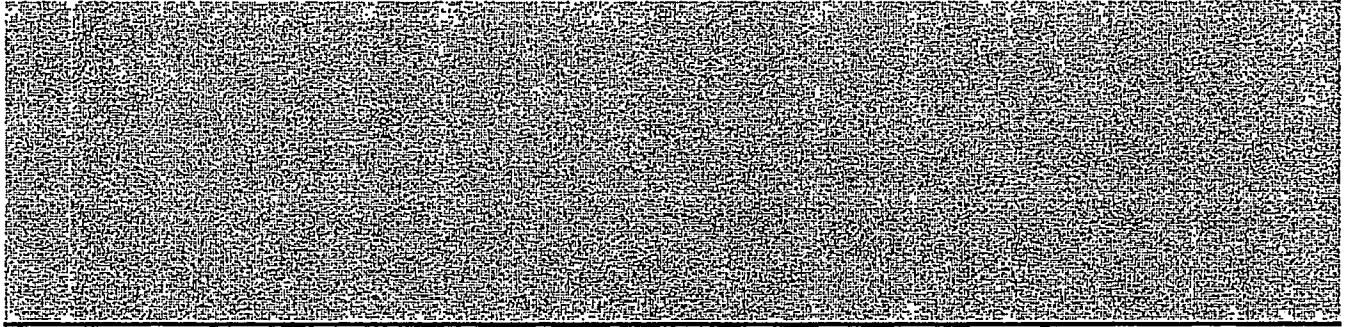
Telephone (include area code) * Extension Fax Number (include area code) E-mail Address
(416) 658-4536 102 (416) 658-3707 meredith.cranswick@primaryrespon

Preferred method of receiving correspondence * Preferred language of communication *
 Mail E-mail English French

Employer Main Business Address

Street Number	Suffix (e.g. A)	Street Name	Type	Direction	Unit/Suite
60		MODERN	RD		
Rural Route	PO Box	Postal Station	City/Town *		
			SCARBOROUGH		
Province/State *	Country *	Postal Code/Zip Code *			
ONTARIO	CANADA	M1R 3B6			

3. For Office Use Only



4. Application Type. Please select the following application types. *

<input checked="" type="checkbox"/> Excess Weekly Hours of Work Complete sections 5, 7 (if applicable), 8, 10 and 11.	<input type="checkbox"/> Averaging Hours of Work for Overtime Pay Purposes Complete sections 6, 7 (if applicable), 9, 10 and 11.
---	--

5. Employee Information for Excess Weekly Hours Application.

Attach additional pages as necessary.

Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: *	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.
SECURITY GUARDS	55	1400	Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D	
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? *				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? *				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: *	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.
MOBILE GUARDS AND SUPERVISORS	55	200	Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D	
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? *				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? *				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: *	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.
SECURITY DISPATCH/COMMUNICATIONS GUARDS	55	50	Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D	
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? *				
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? *				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:				

6. Employee Information for Averaging Application.

Attach additional pages as necessary.

Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Union Name and Local:	
Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Union Name and Local:	
Occupation *	Number of Weeks to Average Over *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? * <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Union Name and Local:	

7. List Union Contact Details.

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application.

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?
The vast majority of Guards work on a 2/3 rotation equalling 84 hours in each two week period. This -- for many years has been the preference of our Employee base.

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?
No - the rotation in place is very common to our industry and largely in place at the preference of -our Guards.

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?
No

9. Reasons for Averaging Application.

Complete for Averaging Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

2. Does the averaging period requested benefit the employees in the occupations listed?

10. In the last three years:

Has the employer been convicted of an offence under the ESA by a judge or justice of the peace? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.) *

 Yes No

Date							
Y	Y	Y	Y	M	M	D	D

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

 Yes No

Date							
Y	Y	Y	Y	M	M	D	D

11. Declaration.

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please print) *

Signature *

Date *

Meredith Cranswick

online

Y	Y	Y	Y	M	M	D	D
2	0	1	6	0	3	3	1

Ministry of Labour
Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail
Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



12/04/2016

Primary Response Inc.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

RE: Approval For Excess Weekly Hours of Work ID#: 60050117

Following a review of your application, the attached approval for Excess Weekly Hours of Work has been issued. The employer is required to have the written agreement of employees (or their union) before employees work excess hours in accordance with the approval. A copy of the approval must be posted in at least one conspicuous place in every workplace such that it is likely to come to the attention of the employees it applies to.

Non-unionized employers must provide employees with a copy of the Information Sheet, *Information for Employees About Hours of Work and Overtime Pay*, available on the Ministry of Labour website www.labour.gov.on.ca before the agreement to work excess hours is made.

An approval may be revoked by the Director at any time upon providing an employer with such notice as the Director considers reasonable in the circumstances. In determining whether to revoke an approval, the Director may consider any relevant factors including contraventions of the *Employment Standards Act, 2000 (ESA)* and the health and safety of employees.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for Excess Weekly Hours of Work. For more information, refer to the Ministry's website www.labour.gov.on.ca.

Please note the listing of a specific occupation in an approval should not be taken as necessarily indicating that the Ministry is of the view that an employee in the occupation is covered by the hours of work limits and/or overtime pay requirements set out in the *ESA*. Employees in certain industries and job categories are exempt from such limits and requirements. For more information on industry and job specific exemptions please refer to *Your Guide to the Employment Standards Act*, Chapter "Industries and Jobs with *ESA* exemptions and/or Special Rules" available on the Ministry's website.

If you have any questions regarding the approval, please contact our office at (416) 326-2450.

Sincerely,

Director of Employment Standards

Attachment

Deviya (10)

Created: 2018-06-28 Type: **Comment**
 ER's Excess Hours Approval (60050117) was recommended for revocation by ESO.
 Document attached.

Chidar, Smita (1)

Created: 2017-12-14 Type: **Comment**
 Confirm refusal as ER has prior history of non compliance with the ESA and numerous violations in recent inspection including ER allowed EE's to have hours averaged without approval in place from DES.

Rasathnam, Ananth

Created: 2017-12-14 Type: **Note** Notebook Reference:
 ER's stated benefit to EEs is rotation. 7 days of work per 14 days. After further investigation of previous contraventions (OC, VC, and ongoing) - reviewer is recommending refusal.

Recent and relevant contraventions:
 (S.21) [REDACTED] (CO) - OT unpaid]
 [REDACTED] (CO) - violated excess hours approval]
 [REDACTED] (CO) - OT unpaid]
 [REDACTED] (VC) - OT unpaid]

Created: 2017-12-11 Type: **Note** Notebook Reference:
 ER emailed response highlighting benefit to EEs. Documented email.

Created: 2017-12-11 Type: **Note** Notebook Reference:
 Emailed ER requesting add info. Documented email.

Created: 2017-12-11 Type: **Note** Notebook Reference:
 93 Claims on file, 48 in the last 3 years, 11 currently assigned for investigation. Read through several Reasons for Decisions in VC and CO cases. Most have to do with contraventions re: holiday pay, OT.

[REDACTED]

Ministry of
Labour

Ministère du
Travail



APPLICATION IDENTIFICATION NUMBER: 60050117

APPROVAL: EXCESS WEEKLY HOURS OF WORK

Under Section 17.1 of the *Employment Standards Act, 2000*

Issued to: Primary Response Inc.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

This approval permits employees to work more than 48 hours in a work week up to the specified weekly maximum set out below. This approval only applies to an employee who has agreed (or if unionized, the employee's union has agreed) in writing to work excess hours in accordance with s.17(3)(a) of the Act. Where an employee has revoked an agreement to work excess hours in accordance with subsection 17(6), this approval no longer applies with respect to that employee.

The maximum number of hours an employee may work is the **lesser of**: (i) the number of hours listed in the chart below and (ii) the number of hours the employee (or union) has agreed to in writing.

OCCUPATION	WEEKLY MAXIMUM
Security Guards	55 HOURS
Mobile Guards and Supervisors	55 HOURS
Security Dispatch/Communications Guards	55 HOURS
APPROVAL VALID THROUGH: APRIL 12, 2019	

A copy of this approval must be posted in at least one conspicuous place in every workplace of the employer where employees in respect of whom the approval applies work so that it is likely to come to the attention of the employees it applies to. The employer must keep the approval posted until it expires or is revoked, and must then remove it.

IMPORTANT INFORMATION FOR EMPLOYERS

This approval was issued based on information the employer provided. Where an employer has indicated that a special rule or exemption under the Act or its regulations regarding hours of work applies, the issuance of an approval is not a binding ruling on the application of the Act or its regulations. Such a ruling can only be made by an employment standards officer following a full investigation, by the Ontario Labour Relations Board or, ultimately the courts.

This approval does not relieve an employer from the requirement to comply with any other applicable provincial legislation that governs an employee's hours of work.

IMPORTANT INFORMATION FOR EMPLOYEES

An employer must provide a non-unionized employee with a copy of the Ministry of Labour's Information Sheet, "Information for Employees About Hours of Work and Overtime Pay", before the employee enters into a written agreement to work in excess of 48 hours in a work week.

The Information Sheet includes important information about employees' rights and employers' obligations for hours of work, rest periods and overtime.

An employer is prohibited from penalizing an employee in any way for exercising rights under the Act. These rights include:

- Refusing to enter into an agreement to work excess hours
- Cancelling his/her agreement to work excess weekly hours by providing two weeks written notice

For answers to questions about the Act including how to obtain the Information Sheet, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act, the Information Sheet, and Fact Sheets are also available

on the Ministry's website: www.labour.gov.on.ca.

871

Application Served: 2016-03-31
Approval Comes into Effect: 2016-04-12

Director of Employment Standards

LE NOMBRE D'IDENTIFICATION D'APPLICATION : 60050117

APPROBATION : DÉPASSEMENT DES PLAFOND D'HEURES DE TRAVAIL PAR SEMAINE

En vertu de l'article 17.1 de la *Loi de 2000 sur les normes d'emploi*

Délivrée à l'attention de: Primary Response Inc.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

La présente approbation autorise les employés à travailler plus de 48 heures par semaine jusqu'à un maximum hebdomadaire précisé ci-dessous. L'approbation ne s'applique qu'à l'employé qui a consenti (ou s'il est syndiqué, si son syndicat a consenti), par écrit, au dépassement des plafonds des heures de travail conformément à l'alinéa 17 (3) a) de la Loi. Si un employé a révoqué son consentement à travailler au-delà du plafond établi conformément au paragraphe 17 (6), la présente approbation ne s'applique plus à cet employé.

Le nombre maximal d'heures de travail que peut effectuer un employé ne doit pas dépasser le moindre des nombres suivants : (i) le nombre d'heures indiqué dans le tableau ci-dessous et (ii) le nombre d'heures auquel l'employé (ou le syndicat) a consenti par écrit.

PROFESSION	Maximum hebdomadaire
Security Guards	55 HEURES
Mobile Guards and Supervisors	55 HEURES
Security Dispatch/Communications Guards	55 HEURES
L'APPROBATION VALIDE PASSE : AVRIL 12, 2019	

Une copie de l'approbation doit être affichée à au moins un endroit bien en vue de chacun des lieux de travail de l'employeur où les employés concernés travaillent afin qu'ils puissent en prendre connaissance. L'employeur doit laisser l'approbation affichée jusqu'à son expiration ou sa révocation, puis l'enlever.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYEURS

La présente approbation est délivrée en fonction des renseignements fournis par l'employeur. Si un employeur a invoqué l'application d'une règle spéciale ou d'une exemption en vertu de la Loi ou de ses règlements concernant les heures de travail, la délivrance d'une approbation ne constitue pas une décision exécutoire au sujet de l'application de la Loi ou de ses règlements. Ce genre de décision ne peut être rendue que par un agent des normes d'emploi après une enquête complète, par la Commission des relations de travail de l'Ontario ou, en dernier recours, par les tribunaux.

La présente approbation ne libère pas l'employeur de l'obligation de se conformer aux autres lois provinciales applicables qui régissent les heures de travail de l'employé.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYÉS

L'employeur doit remettre à l'employé non syndiqué une copie de la feuille de renseignements du ministère du Travail intitulée « Heures de travail et heures supplémentaires », avant qu'il n'accepte, par écrit, de travailler plus de 48 heures par semaine.

Le feuille de renseignements contient des renseignements importants au sujet des droits des employés et des obligations des employeurs concernant les heures de travail, les périodes de repos et les heures supplémentaires.

L'employeur n'a pas le droit de pénaliser un employé pour avoir exercé les droits que lui confère la Loi, comme par exemple:

- Refuser de signer une entente de dépassement des plafonds d'heures de travail
- Annuler son accord de dépasser les plafonds d'heures de travail par semaine sur présentation d'un

préavis écrit de deux semaines.

Pour des renseignements sur la Loi et sur la façon d'obtenir les feuilles de renseignements, veuillez appeler le Centre d'information sur les normes d'emploi, au 416 326-7160, à Toronto, ou sans frais, au 1 800 531-5551. Des renseignements sur la Loi et les feuilles de renseignements sont également consultables sur le site Web du ministère, à www.labour.gov.on.ca.

Date de signification de la demande: 2016-03-31
Date de l'approbation: 2016-04-12

Directeur des normes d'emploi

Person: Trudy

Created: 2018-06-28 Type: **Comment**

ER's Excess Hours Approval (60050117) was recommended for revocation by ESO. Document attached.

Case: South Bill

Created: 2017-12-14 Type: **Comment**

Confirm refusal as ER has prior history of non compliance with the ESA and numerous violations in recent inspection including ER allowed EE's to have hours averaged without approval in place from DES.

Person: Ananth

Created: 2017-12-14 Type: **Note** Notebook Reference:

ER's stated benefit to EEs is rotation. 7 days of work per 14 days. After further investigation of previous contraventions (OC, VC, and ongoing) - reviewer is recommending refusal.

Recent and relevant contraventions:

(S.21) [REDACTED] (CO) - OT unpaid]

[REDACTED] (CO) - violated excess hours approval]

[REDACTED] (CO) - OT unpaid]

[REDACTED] (VC) - OT unpaid]

Created: 2017-12-11 Type: **Note** Notebook Reference:

ER emailed response highlighting benefit to EEs. Documented email.

Created: 2017-12-11 Type: **Note** Notebook Reference:

Emailed ER requesting add info. Documented email.

Created: 2017-12-11 Type: **Note** Notebook Reference:

93 Claims on file; 48 in the last 3 years. 11 currently assigned for investigation. Read through several Reasons for Decisions in VC and CO cases. Most have to do with contraventions re: holiday pay, OT.

[REDACTED]



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application Form

General Information

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, Ontario, M7A 1T7
Fax: 1-866-588-9998 or
416-212-7900

This information is collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990F31 (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at (416) 326-7786.

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the Employment Standards Act, 2000 (ESA).

ID (Ministry Use):

60043524

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employer Information

Employer Business/Trade Name *
PRIMARY RESPONSE INC.

Legal Name *
PRIMARY RESPONSE INC.

Business Number
894027531

Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking a renewal.

2. Employer Contact Information

First Name * YVONNE Last Name * MACDONALD

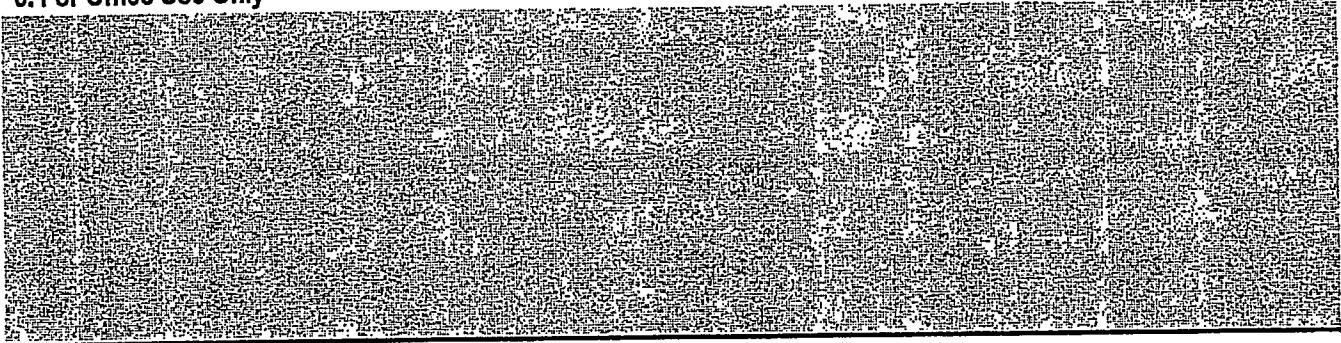
Position
MANAGER, HUMAN RESOURCES

Telephone (include area code) * (416) 658-4536	Extension 118	Fax Number (include area code) (416) 658-3707	E-mail Address yvonne.macdonald@primaryresponse
---	------------------	--	--

Preferred method of receiving correspondence * <input type="checkbox"/> Mail <input checked="" type="checkbox"/> E-mail	Preferred language of communication * <input checked="" type="checkbox"/> English <input type="checkbox"/> French
--	--

Employer Main Business Address					
Street Number 250	Suffix (e.g. A)	Street Name CONSUMERS	Type RD	Direction	Unit/Suite 901
Rural Route	PO Box	Postal Station	City/Town * NORTH YORK		
Province/State * ONTARIO			Country * CANADA	Postal Code/Zip Code * M2J 4V6	

3. For Office Use Only



4. Application Type. Please select the following application types. *

<input type="checkbox"/> Excess Weekly Hours of Work Complete sections 5, 7 (if applicable), 8, 10 and 11.	<input checked="" type="checkbox"/> Averaging Hours of Work for Overtime Pay Purposes Complete sections 6, 7 (if applicable), 9, 10 and 11.
---	--

5. Employee Information for Excess Weekly Hours Application.

Attach additional pages as necessary.

Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date Y Y Y Y M M D D End Date Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				

6. Employee Information for Averaging Application.

Attach additional pages as necessary.

Occupation * SECURITY GUARDS	Number of Weeks to Average Over * 2	Number of Employees * 1500	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. <input checked="" type="checkbox"/> 2 years Start Date End Date <input type="checkbox"/> 3 years Y Y Y Y M M D D Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? *			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			
Occupation * MOBILE - SECURITY GUARDS AND SUPERVISORS	Number of Weeks to Average Over * 2	Number of Employees * 70	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. <input checked="" type="checkbox"/> 2 years Start Date End Date <input type="checkbox"/> 3 years Y Y Y Y M M D D Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? *			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			
Occupation * COMMUNICATIONS-OPERATIVES/DISPATCHERS	Number of Weeks to Average Over * 2	Number of Employees * 40	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> Check here if duration is less than one year and enter start and end date. <input checked="" type="checkbox"/> 2 years Start Date End Date <input type="checkbox"/> 3 years Y Y Y Y M M D D Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Are employees in this occupation unionized? *			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Union Name and Local:			

7. List Union Contact Details.

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application.

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?

9. Reasons for Averaging Application.

Complete for Averaging Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

The e2/3 rotation has been used since Company inception for the vast majority of positions. It remains the rotation of choice for our Employees.

2. Does the averaging period requested benefit the employees in the occupations listed?

Yes - this rotation benefits all staff and is the preferred rotation due to the quantity of days off-it allows.

10. In the last three years:

Has the employer been convicted of an offence under the ESA by a judge or Justice of the peace? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.) *

 Yes No

Date							
Y	Y	Y	Y	M	M	D	D

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

 Yes No

Date							
Y	Y	Y	Y	M	M	D	D

11. Declaration.

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please print) *

Signature *

Date *

Yvonne MacDonald

online

Y	Y	Y	Y	M	M	D	D
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Ministry of Labour
Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail
Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



August 05, 2014

PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

RE: Approval For Averaging Hours of Work for Overtime Pay Purposes ID#: 60043524

Following a review of your application, the attached approval for **Averaging Hours of Work for Overtime Pay Purposes** has been issued. The employer is required to have the written agreement of employees (or their union) before averaging hours of work for overtime pay purposes in accordance with the approval. A copy of the approval must be posted in at least one conspicuous place in every workplace such that it is likely to come to the attention of the employees it applies to.

An approval may be revoked by the Director at any time upon providing an employer with such notice as the Director considers reasonable in the circumstances. In determining whether to revoke an approval, the Director may consider any relevant factors including contraventions of the *Employment Standards Act, 2000 (ESA)* and the health and safety of employees.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for **Averaging Hours of Work for Overtime Pay Purposes**. For more information please refer to the Ministry's website, www.labour.gov.on.ca.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for Excess Weekly Hours of Work. For more information, refer to the Ministry's website www.labour.gov.on.ca.

Please note the listing of a specific occupation in an approval should not be taken as necessarily indicating that the Ministry is of the view that an employee in the occupation is covered by the hours of work limits and/or overtime pay requirements set out in the *ESA*. Employees in certain industries and job categories are exempt from such limits and requirements. For more information on industry and job specific exemptions, please refer to *Your Guide to the Employment Standards Act*, Chapter "Industries and Jobs with *ESA* exemptions and/or Special Rules" available on the Ministry's website.

If you have any questions regarding the approval, please contact our office at (416) 326-2450.

Sincerely,

Director of Employment Standards

Attachment

Ministry of
Labour

Ministère du
Travail



APPLICATION IDENTIFICATION NUMBER: 60043524

**APPROVAL:
AVERAGING HOURS OF WORK FOR OVERTIME PAY PURPOSES**

Under Section 22.1 of the *Employment Standards Act, 2000*

Issued to: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

This approval permits the employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks up to a specified maximum averaging period (outlined below) for the purpose of determining the employee's entitlement, if any, to overtime pay. This approval only applies to an employee who has agreed (or if unionized, his/her union has agreed) in writing to have hours of work averaged in accordance with s.22(2)(a) and (3) of the Act.

The maximum number of weeks an employee's hours of work may be averaged over is the **lesser of**: (i) the number of weeks set out in the chart below and (ii) the number of weeks the employee (or union) has agreed to in writing.

OCCUPATION	Maximum Averaging Period
SECURITY GUARDS	2 WEEKS
MOBILE SECURITY GUARDS & SUPERVISORS	2 WEEKS
COMMUNICATIONS OPERATIVES/DISPATCHERS	2 WEEKS
APPROVAL VALID THROUGH: AUGUST 05, 2016	

A copy of this approval must be posted in at least one conspicuous place in every workplace of the employer where employees in respect of whom the approval applies work so that it is likely to come to the attention of the employees it applies to. The employer must keep the approval posted until it expires or is revoked, and must then remove it.

IMPORTANT INFORMATION FOR EMPLOYERS

This approval was issued based on information the employer provided. Where an employer has indicated that a special rule or exemption under the Act or its regulations regarding hours of work applies, the issuance of an approval is not a binding ruling on the application of the Act or its regulations. Such a ruling can only be made by an employment standards officer following a full investigation, by the Ontario Labour Relations Board or, ultimately the courts.

This approval does not relieve an employer from the requirement to comply with any other applicable provincial legislation that governs an employee's hours of work.

IMPORTANT INFORMATION FOR EMPLOYEES

An employee who has entered into an agreement to average hours of work over a stated number of weeks and is in an Occupational Group listed above will qualify for overtime pay if the average number of hours worked over the averaging period exceeds the applicable overtime threshold. (Unless a special rule applies, the overtime threshold is 44 hours.)

An averaging agreement cannot be cancelled until the expiry date of the agreement or the employee and employer both agree in writing to cancel it.

If the employee is not unionized, an averaging agreement must expire within two years of the date the agreement takes effect.

A non-unionized employee can refuse to enter into an agreement to average hours of work for overtime pay purposes.

An employer is prohibited from penalizing an employee for refusing to enter into an agreement to average hours of work.

If there is no agreement, an employee's entitlement to overtime pay is determined on a weekly basis. For most employees, overtime begins after they have worked 44 hours in a work week. After that time, they must receive overtime pay. Some employees, however, may have jobs where the ESA overtime provisions do not apply or the overtime threshold is more than 44 hours in a work week. Overtime pay is at least 1½ times the employee's regular rate of pay (time and a half).

The Act sets limits on an employee's hours of work. An employee is also entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the Act. These limits and entitlements apply even if an employer has an approval to average hours for overtime pay purposes.

For answers to questions about the Act, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act and Fact Sheets, are also available on the Ministry's website: www.labour.gov.on.ca.

Application Served: 2014-07-28

Approval Comes into Effect: 2014-08-05

Director of Employment Standards

LE NOMBRE D'IDENTIFICATION D'APPLICATION : 60043524

APPROBATION : CALCUL DE LA MOYENNE DES HEURES DE TRAVAIL AUX FINS DE LA RÉMUNÉRATION DES HEURES SUPPLÉMENTAIRES

En vertu de l'article 22.1 de la *Loi de 2000 sur les normes d'emploi*

Développée à l'attention de: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

La présente approbation autorise l'employeur à calculer le nombre d'heures de travail d'un employé en moyenne au cours de périodes distinctes, non chevauchantes et contiguës d'au moins deux semaines consécutives si la période de calcul de la moyenne ne dépasse pas un certain nombre de semaines (précisé ci-dessous), afin d'établir le droit de l'employé à se faire rémunérer ses heures supplémentaires, le cas échéant. L'approbation ne s'applique qu'à l'employé qui a consenti (ou s'il est syndiqué, si son syndicat a consenti), par écrit, au calcul de la moyenne de ses heures de travail conformément aux paragraphes 22 (2) a) et (3) de la Loi.

La période de calcul de la moyenne ne doit pas dépasser le moindre des nombres suivants : (i) le nombre de semaines indiqué dans le tableau ci-dessous et (ii) le nombre de semaines auquel l'employé (ou le syndicat) a consenti par écrit.

PROFESSION	Période de calcul maximum
SECURITY GUARDS	2 SEMAINES
MOBILE SECURITY GUARDS & SUPERVISORS	2 SEMAINES
COMMUNICATIONS OPERATIVES/DISPATCHERS	2 SEMAINES
L'APPROBATION VALIDE PASSE : AOÛT 05, 2016	

Une copie de l'approbation doit être affichée à au moins un endroit bien en vue de chacun des lieux de travail de l'employeur où les employés concernés travaillent afin qu'ils puissent en prendre connaissance. L'employeur doit laisser l'approbation affichée jusqu'à son expiration ou sa révocation, puis l'enlever.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYEURS

La présente approbation est délivrée en fonction des renseignements fournis par l'employeur. Si un employeur a invoqué l'application d'une règle spéciale ou d'une exemption en vertu de la Loi ou de ses règlements concernant les heures de travail, la délivrance d'une approbation ne constitue pas une décision exécutoire au sujet de l'application de la Loi ou de ses règlements. Ce genre de décision ne peut être rendue que par un agent des normes d'emploi après une enquête complète, par la Commission des relations de travail de l'Ontario ou, en dernier recours, par les tribunaux.

La présente approbation ne libère pas l'employeur de l'obligation de se conformer aux autres lois provinciales applicables qui régissent les heures de travail de l'employé.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYÉS

L'employé qui a conclu une entente de calcul de la moyenne des heures de travail pour un certain nombre de semaines et qui se trouve dans l'un des groupes professionnels énumérés ci-dessus, sera admissible à la rémunération des heures supplémentaires, si le nombre moyen d'heures de travail effectuées au cours de la période de calcul de la moyenne dépasse le seuil des heures supplémentaires applicable. (Sous réserve de l'application d'une règle spéciale, le seuil des heures supplémentaires est fixé à 44 heures.)

L'entente de calcul de la moyenne ne peut pas être annulée avant sa date d'expiration ou avant que l'employé et l'employeur y consentent tous deux par écrit.

L'employé non syndiqué peut refuser de conclure une entente de calcul de la moyenne des heures de travail aux fins de détermination de la rémunération des heures supplémentaires.

L'employeur n'a pas le droit de pénaliser l'employé qui a refusé de signer une entente de calcul de la moyenne des heures de travail.

En l'absence d'une entente, le droit de l'employé à la rémunération des heures supplémentaires est déterminé par semaine.

Pour la plupart des employés, les heures supplémentaires commencent après 44 heures de travail par semaine. S'ils travaillent en sus de 44 heures par semaine, ils doivent recevoir la rémunération des heures supplémentaires. Toutefois, certains employés occupent des emplois auxquels les dispositions sur les heures supplémentaires de la *Loi sur les normes d'emploi* ne s'appliquent pas et pour lesquels le seuil des heures supplémentaires est supérieur à 44 heures par semaine. La rémunération des heures supplémentaires correspond à au moins une fois et demie le taux de salaire normal de l'employé.

La Loi limite les heures de travail des employés. Les employés ont droit à des périodes de repos quotidiennes, entre les quarts de travail et toutes les semaines/deux semaines, conformément à la Loi. Ces limites et droits s'appliquent même si l'employeur a obtenu l'approbation d'effectuer le calcul de la moyenne des heures de travail aux fins de détermination de la rémunération des heures supplémentaires.

Pour des renseignements sur la Loi, veuillez appeler le Centre d'information sur les normes d'emploi, au 416 326-7160, à Toronto, ou sans frais, au 1 800 531-5551. Des renseignements sur la Loi et les feuilles de renseignements sont également consultables sur le site Web du ministère, à www.labour.gov.on.ca.

Date de signification de la demande: 2014-07-28

Date de l'approbation: 2014-08-05

Directeur des normes d'emploi



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application Form

General Information

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, Ontario, M7A 1T7
Fax: 1-866-588-9998 or
416-212-7900

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the Employment Standards Act, 2000 (ESA).

This information is collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the Freedom of Information and Protection of Privacy Act, R.S.O.1990F31 (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at (416) 326-7786.

ID (Ministry Use)

60037524

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employer Information

Employer Business/Trade Name *
PRIMARY RESPONSE INC.

Legal Name *
PRIMARY RESPONSE INC.

Business Number
894027531

Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking a renewal.

2. Employer Contact Information

First Name *
YVONNE

Last Name *
MACDONALD

Position
MANAGER, HUMAN RESOURCES

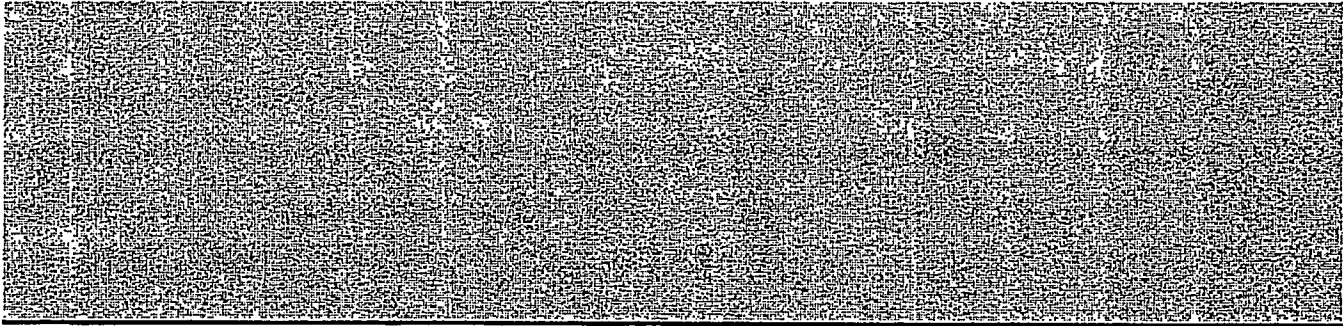
Telephone (include area code) * Extension Fax Number (include area code) E-mail Address
(416) 658-4536 118 (416) 658-3707 yvonne.macdonald@primaryresponse

Preferred method of receiving correspondence * Preferred language of communication *
 Mail E-mail English French

Employer Main Business Address

Street Number	Suffix (e.g. A)	Street Name	Type	Direction	Unit/Suite
250		CONSUMERS	RD		9th F
Rural Route	PO Box	Postal Station	City/Town *		
			NORTH YORK		
Province/State *			Country *		Postal Code/Zip Code *
ONTARIO			CANADA		M2J 4V6

3. For Office Use Only



4. Application Type. Please select the following application types. *

<input type="checkbox"/> Excess Weekly Hours of Work Complete sections 5, 7 (if applicable), 8, 10 and 11.	<input checked="" type="checkbox"/> Averaging Hours of Work for Overtime Pay Purposes Complete sections 6, 7 (if applicable), 9, 10 and 11.
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5. Employee Information for Excess Weekly Hours Application.

Attach additional pages as necessary.

Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date: Y Y Y Y M M D D End Date: Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date: Y Y Y Y M M D D End Date: Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				
Occupation *	Number of Excess Weekly Hours *	Number of Employees *	Requested Duration: * <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> Check here if duration is less than one year and enter start and end date. Start Date: Y Y Y Y M M D D End Date: Y Y Y Y M M D D
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours? * <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are employees in this occupation unionized? * <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local:				

6. Employee Information for Averaging Application.

Attach additional pages as necessary.

Occupation * SECURITY GUARDS	Number of Weeks to Average Over * 2	Number of Employees * 1500	Requested Duration: * <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> 3 years		<input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	
			Start Date	End Date		
			Y Y Y Y M M D D	Y Y Y Y M M D D		
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Are employees in this occupation unionized? *						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If yes, Union Name and Local:			
Occupation * MOBILE - GUARDS - AND SUPERVISORS	Number of Weeks to Average Over * 2	Number of Employees * 50	Requested Duration: * <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> 3 years		<input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	
			Start Date	End Date		
			Y Y Y Y M M D D	Y Y Y Y M M D D		
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Are employees in this occupation unionized? *						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If yes, Union Name and Local:			
Occupation * DISPATCHER	Number of Weeks to Average Over * 2	Number of Employees * 30	Requested Duration: * <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> 3 years		<input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	
			Start Date	End Date		
			Y Y Y Y M M D D	Y Y Y Y M M D D		
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, to average the hours of work of employees? *						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Are employees in this occupation unionized? *						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If yes, Union Name and Local:			

7. List Union Contact Details.

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application.

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?

9. Reasons for Averaging Application.

Complete for Averaging Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

The 2/3 rotation has been used since Company inception for the vast majority of positions. It remains the rotation of choice for our employees

2. Does the averaging period requested benefit the employees in the occupations listed?

Yes- this rotation is the preferred schedule for all staff due to the amount of days off it allows.

10. In the last three years:

Has the employer been convicted of an offence under the ESA by a judge or justice of the peace? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.) *

Yes No

Date							
Y	Y	Y	Y	M	M	D	D

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

Yes No

Date							
Y	Y	Y	Y	M	M	D	D

11. Declaration.

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please print) *

Signature *

Date *

Yvonne MacDonald

online

Y	Y	Y	Y	M	M	D	D
2	0	1	2	1	1	1	9

Ministry of Labour
Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
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Ministère du Travail
Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



November 26, 2012

Primary Response Inc.
9th F - 250 CONSUMERS RD
NORTH YORK ON M2J 4V6

RE: Approval For Averaging Hours of Work for Overtime Pay Purposes ID#: 60037524

Following a review of your application, the attached approval for **Averaging Hours of Work for Overtime Pay Purposes** has been issued. The employer is required to have the written agreement of employees (or their union) before averaging hours of work for overtime pay purposes in accordance with the approval. A copy of the approval must be posted in at least one conspicuous place in every workplace such that it is likely to come to the attention of the employees it applies to.

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If you have any questions regarding the approval, please contact our office at (416) 326-2450.

Sincerely,

Director of Employment Standards

Attachment

APPLICATION IDENTIFICATION NUMBER: 60043524

**APPROVAL:
AVERAGING HOURS OF WORK FOR OVERTIME PAY PURPOSES**

Under Section 22.1 of the *Employment Standards Act, 2000*

Issued to: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

This approval permits the employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks up to a specified maximum averaging period (outlined below) for the purpose of determining the employee's entitlement, if any, to overtime pay. This approval only applies to an employee who has agreed (or if unionized, his/her union has agreed) in writing to have hours of work averaged in accordance with s.22(2)(a) and (3) of the Act.

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APPROVAL VALID THROUGH: AUGUST 05, 2016	

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If there is no agreement, an employee's entitlement to overtime pay is determined on a weekly basis. For most employees, overtime begins after they have worked 44 hours in a work week. After that time, they must receive overtime pay. Some employees, however, may have jobs where the ESA overtime provisions do not apply or the overtime threshold is more than 44 hours in a work week. Overtime pay is at least 1½ times the employee's regular rate of pay (time and a half).

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For answers to questions about the Act, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act and Fact Sheets, are also available on the Ministry's website: www.labour.gov.on.ca.

Application Served: 2014-07-28

Approval Comes into Effect: 2014-08-05

Director of Employment Standards

LE NOMBRE D'IDENTIFICATION D'APPLICATION : 60043524

**APPROBATION : CALCUL DE LA MOYENNE DES HEURES DE TRAVAIL AUX FINS DE
LA RÉMUNÉRATION DES HEURES SUPPLÉMENTAIRES**

En vertu de l'article 22.1 de la *Loi de 2000 sur les normes d'emploi*

Délivrée à l'attention de: PRIMARY RESPONSE INC.
901 - 250 CONSUMERS ROAD
NORTH YORK ON M2J 4V6

La présente approbation autorise l'employeur à calculer le nombre d'heures de travail d'un employé en moyenne au cours de périodes distinctes, non chevauchantes et contiguës d'au moins deux semaines consécutives si la période de calcul de la moyenne ne dépasse pas un certain nombre de semaines (précisé ci-dessous), afin d'établir le droit de l'employé à se faire rémunérer ses heures supplémentaires, le cas échéant. L'approbation ne s'applique qu'à l'employé qui a consenti (ou s'il est syndiqué, si son syndicat a consenti), par écrit, au calcul de la moyenne de ses heures de travail conformément aux paragraphes 22 (2) a) et (3) de la Loi.

La période de calcul de la moyenne ne doit pas dépasser le moindre des nombres suivants : (i) le nombre de semaines indiqué dans le tableau ci-dessous et (ii) le nombre de semaines auquel l'employé (ou le syndicat) a consenti par écrit.

PROFESSION	Période de calcul maximum
SECURITY GUARDS	2 SEMAINES
MOBILE SECURITY GUARDS & SUPERVISORS	2 SEMAINES
COMMUNICATIONS OPERATIVES/DISPATCHERS	2 SEMAINES
L'APPROBATION VALIDE PASSE : AOÛT 05, 2016	

Une copie de l'approbation doit être affichée à au moins un endroit bien en vue de chacun des lieux de travail de l'employeur où les employés concernés travaillent afin qu'ils puissent en prendre connaissance. L'employeur doit laisser l'approbation affichée jusqu'à son expiration ou sa révocation, puis l'enlever.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYEURS

La présente approbation est délivrée en fonction des renseignements fournis par l'employeur. Si un employeur a invoqué l'application d'une règle spéciale ou d'une exemption en vertu de la Loi ou de ses règlements concernant les heures de travail, la délivrance d'une approbation ne constitue pas une décision exécutoire au sujet de l'application de la Loi ou de ses règlements. Ce genre de décision ne peut être rendue que par un agent des normes d'emploi après une enquête complète, par la Commission des relations de travail de l'Ontario ou, en dernier recours, par les tribunaux.

La présente approbation ne libère pas l'employeur de l'obligation de se conformer aux autres lois provinciales applicables qui régissent les heures de travail de l'employé.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYÉS

L'employé qui a conclu une entente de calcul de la moyenne des heures de travail pour un certain nombre de semaines et qui se trouve dans l'un des groupes professionnels énumérés ci-dessus, sera admissible à la rémunération des heures supplémentaires, si le nombre moyen d'heures de travail effectuées au cours de la période de calcul de la moyenne dépasse le seuil des heures supplémentaires applicable. (Sous réserve de l'application d'une règle spéciale, le seuil des heures supplémentaires est fixé à 44 heures.)

L'entente de calcul de la moyenne ne peut pas être annulée avant sa date d'expiration ou avant que l'employé et l'employeur y consentent tous deux par écrit.

L'employé non syndiqué peut refuser de conclure une entente de calcul de la moyenne des heures de travail aux fins de détermination de la rémunération des heures supplémentaires.

L'employeur n'a pas le droit de pénaliser l'employé qui a refusé de signer une entente de calcul de la moyenne des heures de travail.

En l'absence d'une entente, le droit de l'employé à la rémunération des heures supplémentaires est déterminé par semaine.

Pour la plupart des employés, les heures supplémentaires commencent après 44 heures de travail par semaine. S'ils travaillent en sus de 44 heures par semaine, ils doivent recevoir la rémunération des heures supplémentaires. Toutefois, certains employés occupent des emplois auxquels les dispositions sur les heures supplémentaires de la *Loi sur les normes d'emploi* ne s'appliquent pas et pour lesquels le seuil des heures supplémentaires est supérieur à 44 heures par semaine. La rémunération des heures supplémentaires correspond à au moins une fois et demie le taux de salaire normal de l'employé.

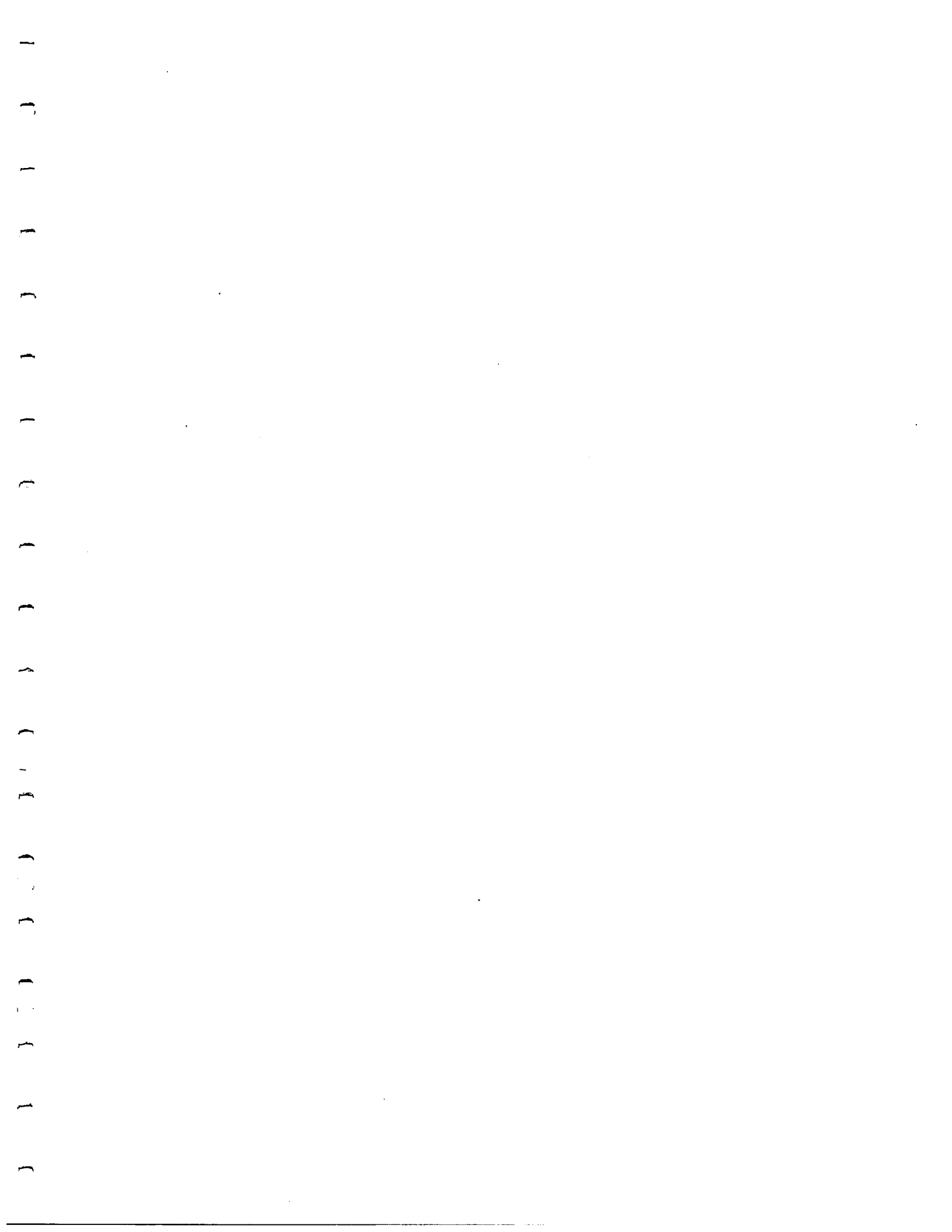
La Loi limite les heures de travail des employés. Les employés ont droit à des périodes de repos quotidiennes, entre les quarts de travail et toutes les semaines/deux semaines, conformément à la Loi. Ces limites et droits s'appliquent même si l'employeur a obtenu l'approbation d'effectuer le calcul de la moyenne des heures de travail aux fins de détermination de la rémunération des heures supplémentaires.

Pour des renseignements sur la Loi, veuillez appeler le Centre d'information sur les normes d'emploi, au 416 326-7160, à Toronto, ou sans frais, au 1 800 531-5551. Des renseignements sur la Loi et les feuilles de renseignements sont également consultables sur le site Web du ministère, à www.labour.gov.on.ca.

Date de signification de la demande: 2014-07-28

Date de l'approbation: 2014-08-05

Directeur des normes d'emploi



Ministry of Labour

Freedom of Information and
Privacy Protection Office

400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7

Telephone : (416) 326-7786
Fax : (416) 314-8749

Ministère du Travail

Bureau de l'accès à l'information et
de la protection de la vie privée

400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7

Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749



Our File – Notre référence
G-2018-00815 / LAM
Your File – Votre référence

DEC 17 2018

Ms. Christine Davies
Goldblatt Partners LLP
20 Dundas St. W.
Suite 1039
Toronto, ON M5G 2C2

RECEIVED
JAN 02 2019
GOLDBLATT PARTNERS LLP

Dear Ms. Davies:

Thank you for your payment in the amount of \$16.60 as the total cost of processing your request under the *Freedom of Information and Protection of Privacy Act (FIPPA)*.

Apart from the exceptions noted in our letter of December 6, 2018, copies of the requested records are enclosed.

Sincerely,

Larissa Migus
Program Advisor

Enclosure

From: [Leagh Pagel](#)
To: [Lanteigne, Cindy \(MOL\)](#)
Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand
Date: June 22, 2017 3:20:55 PM

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,

Leagh Pagel | Coordinator, Human Resources

PRIMARY RESPONSE INC.

60 Modern Road, Toronto, ON M1R 3B6

(416) 658-4536 x 139 | (888) 643-0333

Fax: 416-658-3707

Please consider the environment - do you really need to print this email?



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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: June-22-17 2:21 PM
To: Leagh Pagel <leagh.pagel@primaryresponse.ca>
Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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From: Lanteigne, Cindy (MOL)
To: "Leagh Page"
Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand
Date: June 22, 2017 2:21:00 PM
Attachments: [compliance order cover letter - Primary Response.pdf](#)
[Compliance Order 80052106-CO - Primary Response.pdf](#)
[reasons for decision - compliance order - primary response.pdf](#)
[self-audit demand - primary response Inc.pdf](#)

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
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Toll Free Phone: 1 (800) 461-9847
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Ministry of Labour
Provincial Claims Centre

70 Foster Drive, Suite 410
Sault Ste. Marie, ON P6A 6V4
Telephone: 705 945-6389
Toll Free: 1 866-382-6274
Fax: 1 888 252-4684

Ministère du Travail
Centre provincial de
réception des réclamations

70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur. : 1 888 252-4684



June 22, 2017

LEAGH PAGEL
PRIMARY RESPONSE INC.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

BY EMAIL

Dear LEAGH PAGEL:

Re: PRIMARY RESPONSE, Inspection #: 90019467

Please find enclosed a Compliance Order issued pursuant to section 108 of the Employment Standards Act 2000.

Pursuant to section 132 of the Act, a person who contravenes the Employment Standards Act, 2000 or the regulations or fails to comply with an order, direction or other requirement under the Act or regulations is guilty of an offence and is liable upon conviction to a fine and/or imprisonment.

If you wish to apply for a review of the Order, an application for review must be made in writing to the Ontario Labour Relations Board within 30 calendar days of the date the Order was served. Please refer to the enclosed Employer/Director Application for Review Information Sheet for information on how to file an application for review.

Yours truly,

Cindy Lanteigne
Employment Standards Officer #852

Telephone: 1 (705) 235-1939
Toll Free: 1 (800) 461-9847 ext 1939

04/2012



COMPLIANCE ORDER

EMPLOYMENT STANDARDS ACT, 2000

Statutes of Ontario, 2000, Chapter 41

ORDER #:
80052106-CO

DATE ISSUED:
June 22, 2017

ISSUED TO:
PRIMARY RESPONSE INC.

I find that you have contravened the Public Holidays/Public Holiday Pay provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 24(1)(a) An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20 by June 22, 2017.

I find that you have contravened the Payment of Wages provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 11(1) An employer shall establish a recurring pay period and a recurring pay day and shall pay all wages earned during each pay period, other than accruing vacation pay, no later than the pay day for that period in accordance with O. Reg 285/01 s. 6 (1) Subject to subsection (2), work shall be deemed to be performed by an employee for the employer (a) where work is (i) permitted or suffered to be done by the employer in regard to training time for training required by the employer by June 22, 2017.

I find that you have contravened the Overtime Pay provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 22(1) An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each work week or, if another threshold is prescribed, that prescribed threshold by June 22, 2017.

I find that you have contravened the Hours of Work: Excess Daily or Weekly provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 17(3) An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval by June 22, 2017.

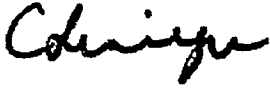
I find that you have contravened the Vacation Pay/Vacation Time provisions of the *Employment Standards Act, 2000*. Pursuant to section 108 of the Act, you are ordered to comply with s. 36(1) Subject to subsections (2) to (4), the employer shall pay vacation pay to the employee in a lump sum before the employee commences his or her vacation by June 22, 2017.

I find that you have contravened the Deductions from Wages provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 13(1) An employer shall not withhold

wages payable to an employee, make a deduction from an employee's wages or cause the employee to return his or her wages to the employer unless authorized to do so under this section by June 22, 2017. 900

Reasons for Decision are attached.



Cindy Lanteigne
Employment Standards Officer #852

PURSUANT TO SECTION 93 OF THE ACT, YOU ARE REQUIRED TO POST THIS ORDER IN OR UPON YOUR PREMISES IN A CONSPICUOUS PLACE OR PLACES WHERE IT IS LIKELY TO COME TO THE ATTENTION OF EMPLOYEES, FOR A PERIOD OF 30 DAYS FROM THE DATE OF ISSUE

v.08/2014

Ministry of Labour Ministère du Travail



EMPLOYER/DIRECTOR APPLICATION FOR REVIEW INFORMATION SHEET

HOW TO APPLY FOR A REVIEW OF AN EMPLOYMENT STANDARDS OFFICER'S DECISION

Anyone who disagrees with an order or a notice that has been issued against them, can apply to the Ontario Labour Relations Board (OLRB) to have it reviewed.

Applications for review under the *Employment Standards Act, 2000* are heard and decided by the OLRB. The OLRB is a quasi-judicial administrative tribunal. It makes its decisions independently of the Ministry of Labour.

30 DAY TIME LIMIT

If you are applying for a review, you must complete the application process described below (See "Application Process – Steps 1 to 4") within **30 calendar days** of the date that the officer's order or notice was served. (If the order or notice was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order or notice was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.)

The OLRB may extend the time for applying for a review if it considers it appropriate to do so.

APPLICATION PROCESS – STEPS 1 TO 4 (How to File an Application for Review)

✓ STEP 1: OBTAIN THE APPLICATION FOR REVIEW FORM AND INFORMATION BULLETIN #24 FROM THE OLRB

You can obtain the Application for Review form (**Form A-103**) and **Information Bulletin #24** (which provides more information about applying for a review) from the OLRB in the following ways:

- by writing to the OLRB at 505 University Avenue, 2nd Floor, Toronto, Ontario M5G 2P1

- by telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)
- on the Internet at <http://www.olrb.gov.on.ca/english/FormsCasetype.htm>
 - Look under the heading "Employment Standards Act 2000" for **Form A-103** and **Information Bulletin No. 24**.

✓ **STEP 2: FILL OUT THE APPLICATION FOR REVIEW FORM (Form A-103)**

You must include a general statement providing the reason you are requesting a review of the officer's decision. You must also include a concise statement of the facts and events you are relying on to support your request for a review.

You must also attach photocopies of all documents related to the officer's decision. These documents include the following:

- the officer's Decision Letter
- the officer's Order / Notice of contravention / Compliance order
- the officer's Reasons for Decision
- the officer's Worksheet(s)/Assessment Document(s)/Appendices

✓ **STEP 3: DELIVER PHOTOCOPIES OF THE APPLICATION FOR REVIEW FORM AND OTHER DOCUMENTS TO:**

1. THE EMPLOYEE(S)
2. THE MINISTRY OF LABOUR
3. ANY OTHER PERSON WHO MAY BE AFFECTED BY THE APPLICATION FOR REVIEW.

Before you file your Application for Review with the OLRB, you must **deliver** certain materials to:

- the **employee AND**
- the **Ministry of Labour, AND**
- any other person whom you identify as potentially affected by the application for review.

The delivery requirements are as follows:

I. Materials that you must deliver to the employee(s) and to any other person who may be affected by the application for review:

1. photocopy of your **Application for Review form (Form A-103)** that you have filled out

and

2. **photocopies of all the documents that the employment standards officer sent to you with his or her decision**
 - For example, the employment standards officer **may** have sent you **some or all** of these documents:
 - the officer's Decision Letter
 - the officer's Order / Notice of contravention / Compliance order
 - the officer's Reasons for Decision

- o the officer's Worksheet(s)/Assessment Document(s)/Appendices

and

3. a copy of the OLRB's Information Bulletin #24 – "Applications for Review under the Employment Standards Act, 2000".

You may deliver these materials by hand, courier, fax or regular mail.

If you do not know the employee's current address in order to deliver these materials and want to know how the OLRB will process your review application, contact the OLRB at 505 University Avenue, 2nd Floor, Toronto, ON M5G 2P1, Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY).

II. Materials that you must deliver to the Ministry of Labour:

1. Photocopy of your Application for Review form (Form A-103) that you have filled out

and

2. Photocopies of **all** the documents that the employment standards officer sent to you with his or her decision
 - i. For example, the employment standards officer **may** have sent you **some or all** of these documents:
 - o the officer's Decision Letter
 - o the officer's Order / Notice of contravention / Compliance order
 - o the officer's Reasons for Decision
 - o the officer's Worksheet(s)/Assessment Document(s)/Appendices.

and

3. If your application for review requires that you make a payment (see "Payment Requirements" below for details), you must submit a cheque or money order for the required amount made payable to the "Director of Employment Standards in trust", or alternatively you may submit an irrevocable letter of credit in the required amount made in favour of the Director of Employment Standards, ***provided that*** the letter of credit is acceptable to the Director. (A Letter of Credit information sheet that provides information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, is available on the Ministry's website at www.labour.gov.on.ca.)

How to deliver the materials to the Ministry of Labour

You can send the Application for Review Form and the other documents separately from the payment (if one is required):

i. Application for Review Form and other documents: The Ministry of Labour prefers that you deliver these documents by email or fax. Alternatively, you may deliver them by regular mail. The least preferred methods of delivery are by courier or by hand.

ii. *Payment:* The Ministry of Labour prefers that you deliver the payment or letter of credit by regular mail. Alternatively, you may deliver it by courier or by hand. Please include the "tear away" portion of the Order with your payment or letter of credit.

Email: appforreview.directorofES@ontario.ca

Fax: 1-855-251-5025

Mail/Courier/Hand:

Director of Employment Standards
 Employment Practices Branch
 Ministry of Labour
 400 University Avenue, 9th Floor
 Toronto, ON M7A 1T7

PAYMENT REQUIREMENTS

The payment requirement that applies depends on 1) whether you are a director, an employer, or a client of a temporary help agency and 2) the type of Order or Notice that you are applying to review.

If you are a **director** applying for a review of an **Order to pay wages issued against you personally in your capacity as director**, you are **not** required to pay any monies into trust to complete your application for review.

If you are an **employer** applying for a review of an **Order to pay wages**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

If you are an **employer** applying to review an **Order to pay compensation** or a **client of a temporary help agency applying to review an Order to pay compensation**, you must pay the amount of the order or \$10,000.00 (whichever is less) to the Director of Employment Standards in trust. The payment must be **received within 30 days** of the date that the order was served*.

If you are an **employer** applying for a review of an **Order to pay fees**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

You may, as an alternative to making payment prior to the review, provide an irrevocable letter of credit in favour of the Director of Employment Standards for the required amount prior to the review. The letter of credit must be acceptable to the Director. (For information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, please see the Letter of Credit information sheet available on the Ministry's website at www.labour.gov.on.ca.)

If you are applying to review a **Notice of contravention** or a **Compliance order**, you are not required to pay any monies into trust to complete your application for review.

***If the order was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.**

Your review application will not proceed if you do not make the payment or provide an acceptable letter of credit.

✓ **STEP 4: FILE YOUR APPLICATION WITH THE OLRB.**

No later than 5 days after completing Step 3 (not including weekends, statutory holidays or any other day that the OLRB is closed), file your application package with the OLRB. This package consists of:

1. The signed, completed original Application for Review form (Form A-103), and
2. A photocopy of the signed, completed original Application for Review form, and
3. Photocopies of the document(s) that the officer sent you with his or her decision.

Deliver or send your application to the OLRB using any method other than fax, e-mail or registered mail, to:

The Registrar
Ontario Labour Relations Board
 505 University Avenue, 2nd Floor
 Toronto, ON M5G 2P1

Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)

INFORMATION ABOUT THE REVIEW PROCESS

In most cases, a Ministry of Labour representative will not participate or be in attendance during the review process.

Please tell the Ontario Labour Relations Board (OLRB) if you wish to communicate in French or if you require accommodation because of a disability.

For further information about the review process, please refer to the OLRB Information Bulletin No. 24.

Ministry of Labour

Ministère du Travail



REASONS FOR DECISION

Employment Standards Act, 2000

Inspection Number: 90019467

Business Name: PRIMARY RESPONSE INC.

Standard(s) At Issue:

1. Public holiday pay
2. Payment of wages
3. Overtime pay
4. Limit on Hours of work weekly
5. Payment of vacation pay
6. Deductions from wages

Evidence, Decision and Reason(s) With Respect to Each Standard at Issue:

As a result of investigations into multiple claims filed against the employer an expanded limited inspection is being conducted. The investigation revealed the following employment standards issues:

FINDINGS

Public Holiday Pay - s. 24(1)

The employer pays public holiday pay but not in accordance with section 24. (1) which states that "an employee's public holiday for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20". If the employee's regular wages in the four work weeks prior to the week where the public holiday occurs exceeds 40 hours per week, then the public holiday pay will be more than 8 hours. For example if an employee worked 44 regular hours each of the four work weeks prior to the week of the public holiday the employee would be entitled to payment of 8.8 hours (44 hours x 4 weeks = 176 divided by 20 = 8.8 hours).

It was also found that the employer sometimes fails to pay public holiday pay where an employee failed to work a shift before or after the public holiday but had reasonable cause to not work the shift. Employees who fail, without reasonable cause to work all their last regularly scheduled day of work before the public holiday or all of their first scheduled day of work after the public holiday are not entitled to public holiday pay. (Note: this does not mean simply the last calendar day before the public holiday and the first calendar day after the public holiday - it means the last scheduled day of work before the public holiday and the first scheduled day of work after the public holiday). If any employee fails to work either of those days, but had reasonable cause, he

or she will still qualify for the public holiday pay entitlements. It was found that employees had 907 reasonable cause or were on approved vacation time off and they were not paid public holiday pay or given a substitute day off with public holiday pay.

Excess Hours of Work Weekly and Averaging of Overtime Pay - s. 17(1) & s. 22(2)

It was found that the employer has averaging agreements with employees to allow the employer to average overtime over a two week period. The employer had an approval to allow averaging of overtime hours over a two week period however the approval expired on August 5, 2016. The payroll records also showed that there were some averaging periods where an employee worked in excess of 88 hours and was paid at straight time for all hours.

The employer has excess hours of work agreements where employees agree to work up to 60 hours per week. However, the employer has an excess hours of work permit allowing excess hours up to 55 hours per week. The payroll records showed that some employees worked in excess of 55 hours per week. The employer is in contravention of the ESA, 2000 s. 17(3) – "An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval". The employer is allowing employees to work in excess of the number of hours as set out in the approval for excess weekly hours.

Payment of Wages - s. 11(1)

It was found that the employer failed to pay an employee for training where it was determined that the training taken by the employee was mandatory training that was required as a condition of continued employment. It is Program policy that time spent in training that is required by the employer or by law as a condition of employment or continued employment will be considered working time. It was also found that the employer sometimes failed to pay all wages earned in the pay period on the pay day for that pay period. S. 11(1) requires that all wages earned in a pay period be paid on the pay day for that pay period.

Vacation Pay - s. 36(1)

Section 36(1) requires employers to pay vacation pay in a lump sum before the vacation time is taken. It was found that an employee took vacation time and wasn't paid vacation pay.

Deduction from Wages - s. 13(5)2.

Section 13(5) prohibits an employer from withholding wages, making deductions from wages or causing an employee to return wages in certain circumstances, even though the employer has a written authorization from the employee to make the deduction in accordance with s. 13(3). One example is where the deduction is made for faulty work. This provision prevents employers from making deductions from an employee's wages because of the employee's mistakes, even if the employee has authorized the deduction in writing. Without such protection, an employee could be charged by way of wage deduction for every item or piece of work spoiled or rejected. Employers who want to recover damages due to employees' faulty work may choose to sue for damages in court, but they cannot make deductions from the employees' wages. Referees in decisions under the former Employment Standards Act have held that no deduction could be made in the following circumstances on grounds that they constituted faulty work: The claimant continued to drive a company car that was overheated, thus causing severe damage; The claimant damaged a vehicle when moving it at the employer's place of business; A salesperson damaged a car while backing it into the showroom. It was found that the employer withheld wages from an employee to

cover an insurance deductible because the employee was involved in an at-fault accident. Even if the employee had signed an authorization to allow the deduction, which the claimant did not, the authorization would be invalid. 908

Action(s) Taken by Officer:

Issuing Compliance Order #80052106-CO on June 22, 2017 requiring the employer to comply with the hours of work limits, overtime pay, unpaid wages, vacation pay, deduction from wages, public holiday pay provisions of the ESA, 2000.



Cindy Lanteigne
Employment Standards Officer #852

v.08/2014

**Ministry of Labour
Provincial Claims Centre**

70 Foster Drive, Suite 410
Sault Ste. Marie, ON P6A 6V4
Telephone: 705 945-6389
Toll Free: 1 866-382-6274
Fax: 1 888 252-4684

**Ministère du Travail
Centre provincial de
réception des réclamations**

70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone. : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur. : 1 888 252-4684



June 22, 2017

LEAGH PAGEL
PRIMARY RESPONSE INC.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

BY EMAIL

Dear LEAGH PAGEL:

Re: PRIMARY RESPONSE, Inspection #: 90019467

One of the Ministry of Labour's goals is to ensure that Ontario's workplaces observe fair workplace practices that benefit both employers and employees. The self-audit is designed to promote self-reliance of Ontario employers while allowing the Ministry to ensure compliance with the Employment Standards Act, 2000 (ESA).

You are required to conduct a self-audit of your payroll records to calculate outstanding wages owed to current and former employees. The authority to require a self-audit is found in section 91.1 of the ESA.

You must conduct a self-audit for the period between November 28, 2016 and June 16, 2016 for the following standards:

- overtime pay
- deductions from wages
- unpaid wages - re: wages earned where employee attending training required by employer
- public holiday pay

The self-audit is to be conducted for all employees. If an employee included in the self-audit has filed a claim or subsequently files a claim you can apply the amount paid through the self-audit in the claim investigation.

If your self-audit finds that employees are owed wages, you must pay your employees the wages that are found owing.

You must provide me with the results of your self-audit by August 25, 2017. These results must include:

1. The full name of every employee who is owed wages and the gross amount of wages owed to the employee,
2. An explanation of how the amount of wages owed to the employee was determined, and
3. Confirmation that you paid the employee the amount found owing.

I will review the results of your self-audit. You are required to maintain the records of this self-audit. You may also be subject to a future inspection to ensure ongoing compliance with the ESA. 010

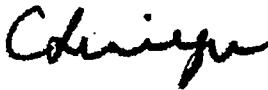
Be advised that it is a contravention of the ESA to hinder, obstruct or interfere with an Employment Standards Officer or to fail to produce a record or other thing as demanded by an Officer.

You may wish to visit the Ministry of Labour's Employment Standards website at Ontario.ca/EmploymentStandards, where you can access materials and resources that will help you understand and apply the ESA.

I will be pleased to answer any questions related to the self-audit.

Thank you for your anticipated co-operation.

Yours truly,



Cindy Lanteigne
Employment Standards Officer #852

Telephone: 1 (705) 235-1939
Toll Free: 1 (800) 461-9847 ext 1939

04/2012

From: [Dianne Corner](#)
To: [Lanteigne, Cindy \(MOL\)](#)
Subject: RE: ES Inspection 90019467 - Notification of Compliance form and Inspection Report
Date: August 31, 2017 10:26:27 AM
Attachments: [May 2017.xls](#)

Hi Cindy,

Yes, I mucked up May sorry, please see attached and yes all were paid.

Thanks,

Dianne Corner | Vice President
PRIMARY RESPONSE INC.
 60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 103 | (888) 643-0333

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: August 30, 2017 3:13 PM
To: Dianne Corner <dianne.corner@primaryresponse.ca>
Subject: RE: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Dianne,

The self-audit results for April and May appear to be the same except for three differences. Please advise if there was an error in reporting. Please also advise if payments have been made to the affected employees.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
 Employment Standards Program
 Ministry of Labour
 Toll Free Phone: 1 (800) 461-9847
 Direct Line: (705) 235-1939
 Fax: 1 (888) 252-4684

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From: Dianne Corner [<mailto:dianne.corner@primaryresponse.ca>]
Sent: August 24, 2017 4:55 PM
To: Lanteigne, Cindy (MOL)
Subject: FW: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Cindy,

Please see attached, our Notice of Compliance and results of our self payroll audit for each of the months in question. The first sheet is a summary of what was found and the subsequent pages following the summary are the paystubs.

Best Regards,

Dianne Corner | Vice President
PRIMARY RESPONSE INC.
 60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 103 | (888) 643-0333

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From: Leigh Pagel
Sent: June 26, 2017 9:33 AM
To: Dianne Corner <dianne.corner@primaryresponse.ca>
Subject: Fw: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Kind regards,

Leigh Pagel | Coordinator, Human Resources
PRIMARY RESPONSE INC.
 60 Modern Road, Toronto, ON M1R 3B6
 (416) 658-4536 x 139 | (888) 643-0333

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----- Original message -----

From: Lanteigne, Cindy (MOL)

Date: Mon, Jun 26, 2017 9:11 AM

To: Leagh Pagel;

Cc:

Subject: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Leagh,

Attached please find the Notification of Compliance form and inspection report. Please post the inspection report in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. Also please complete the Notification of Compliance form once the self-audit is complete and return to me.

I also noticed that there is a typo in the self-audit demand letter. To clarify the self-audit period is Nov 28/16 to Jun 16/17.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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From: Leagh Pagel [<mailto:leagh.pagel@primaryresponse.ca>]

Sent: June 22, 2017 3:21 PM

To: Lanteigne, Cindy (MOL)

Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,

Leagh Pagel | Coordinator, Human Resources

PRIMARY RESPONSE INC.

60 Modern Road, Toronto, ON M1R 3B6

(416) 658-4536 x 139 | (888) 643-0333

Fax: 416-658-3707

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]

Sent: June-22-17 2:21 PM

To: Leagh Pagel <leagh.pagel@primaryresponse.ca>

Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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From: [Dianne Corner](#)
To: [Lanteigne, Cindy \(MOL\)](#)
Subject: FW: ES Inspection 90019467 - Notification of Compliance form and Inspection Report
Date: August 24, 2017 4:54:57 PM
Attachments: [Notice of Compliance.pdf](#)
[December 2016.pdf](#)
[January 2017.pdf](#)
[February 2017.pdf](#)
[March 2017.pdf](#)
[April 2017.pdf](#)
[May 2017.pdf](#)
[June 2017.pdf](#)

Hi Cindy,

Please see attached, our Notice of Compliance and results of our self payroll audit for each of the months in question. The first sheet is a summary of what was found and the subsequent pages following the summary are the paystubs.

Best Regards,

Dianne Corner | Vice President
PRIMARY RESPONSE INC.
 60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 103 | (888) 643-0333

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From: Leigh Pagel
Sent: June 26, 2017 9:33 AM
To: Dianne Corner <dianne.corner@primaryresponse.ca>
Subject: Fw: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Kind regards,

Leigh Pagel | Coordinator, Human Resources
PRIMARY RESPONSE INC.
 60 Modern Road, Toronto, ON M1R 3B6
(416) 658-4536 x 139 | (888) 643-0333

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— Original message —

From: Lanteigne, Cindy (MOL)



Ministry of Labour
Operations Division
Employment Standards Program

Notification of Compliance

Visit Date (yyyy/mm/dd) 2017/06/22	Inspection Number 90019467
---------------------------------------	-------------------------------

Company Information

Company Name:

Primary Response Inc.

Address

Unit No.	Street Number 60	Street Name Moden Road	PO Box
City/Town Scarborough	Province ON		Postal Code M1R 3B6
Fax Number 416-658-3707	Telephone Number 416-658-4536	Email Address leagh.patel@primaryresponse.ca	

Take Notice

Order(s) were issued under the authority of the *Employment Standards Act, 2000*.

This Notification of Compliance is being submitted to the Ministry of Labour to confirm compliance has been achieved.

Description of Order(s)

Order Type	Order Number	ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
CO	80052106	24(1)	2017/06/22	public holiday pay	2017/06/22
CO	80052106	11(1)	2017/06/22	payment of wages re: training time	2017/06/22
CO	80052106	22(1)	2017/06/22	overtime pay	2017/06/22
CO	80052106	17(3)	2017/06/22	hours of work: excess weekly	2017/06/22
CO	80052106	36(1)	2017/06/22	vacation pay/vacation time	2017/06/22
CO	80052106	13(1)	2017/06/22	deductions from wages	2017/06/22

Self Audit Details

ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
22(1)	2017/06/22	overtime pay - Nov 28/16 to Jun 16/17	2017/08/22
13(1)	2017/06/22	deductions from wages - Nov 28/16 to Jun 16/17	2017/08/22
11(1)	2017/06/22	unpaid wages re: training time - Nov 28/16 to Jun 16/17	2017/08/22
24(1)	2017/06/22	public holiday pay - Nov 28/16 to Jun 16/17	2017/08/22

Signature:

D. Corner

Form completed by

Name:

Dianne Corner

Title <i>VP</i>		Signature <i>J. Cornu</i>		Date (yyyy/mm/dd) <i>2017/08/22</i>
Return By (yyyy/mm/dd) <i>2017/08/25</i>		Return To: Name of Employment Standards Officer <i>Cindy Lantaigne</i>		Officer No. <i>852</i>
Address				
Unit No. <i>410</i>	Street Number <i>70</i>	Street Name <i>Foster Drive</i>		PO Box
City/Town <i>Sault Ste. Marie</i>			Province <i>ON</i>	Postal Code <i>P6A 6V4</i>
Fax Number <i>888-252-4684</i>		Telephone Number <i>705-255-1939</i>		Email Address <i>esdocuments@ontario.ca</i>



Date: Mon, Jun 26, 2017 9:11 AM

To: Leigh Pagel;

Cc:

Subject: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Leigh,

Attached please find the Notification of Compliance form and inspection report. Please post the inspection report in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. Also please complete the Notification of Compliance form once the self-audit is complete and return to me.

I also noticed that there is a typo in the self-audit demand letter. To clarify the self-audit period is Nov 28/16 to Jun 16/17.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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From: Leigh Pagel [<mailto:leagh.pagel@primaryresponse.ca>]

Sent: June 22, 2017 3:21 PM

To: Lanteigne, Cindy (MOL)

Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,

Leagh Pagel | Coordinator, Human Resources

PRIMARY RESPONSE INC.

60 Modern Road, Toronto, ON M1R 3B6

(416) 658-4536 x 139 | (888) 643-0333

Fax: 416-658-3707

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: June-22-17 2:21 PM
To: Leagh Pagel <leagh.pagel@primaryresponse.ca>
Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
 Employment Standards Program
 Ministry of Labour
 Toll Free Phone: 1 (800) 461-9847
 Direct Line: (705) 235-1939
 Fax: 1 (888) 252-4684

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delete the e-mail, including any attachments, without making a copy. Thank you.

From: Lanteigne, Cindy (MOL)
To: "Leagh Pagel"
Subject: ES Inspection 90019467 - Notification of Compliance form and Inspection Report
Date: June 26, 2017 9:09:00 AM
Attachments: [Inspection Report - Primary Response.pdf](#)
[Notification of Compliance - Primary Response.pdf](#)

Hi Leagh,

Attached please find the Notification of Compliance form and inspection report. Please post the inspection report in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. Also please complete the Notification of Compliance form once the self-audit is complete and return to me.

I also noticed that there is a typo in the self-audit demand letter. To clarify the self-audit period is Nov 28/16 to Jun 16/17.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
 Employment Standards Program
 Ministry of Labour
 Toll Free Phone: 1 (800) 461-9847
 Direct Line: (705) 235-1939
 Fax: 1 (888) 252-4684

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From: Leagh Pagel [mailto:leagh.pagel@primaryresponse.ca]
Sent: June 22, 2017 3:21 PM
To: Lanteigne, Cindy (MOL)
Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,



Ministry of Labour

Inspection Report

 Operations Division
 Employment Standards Program
Employment Standards Act, 2000

Inspection Date June 22, 2017			Inspection Number 90019467		
Employer Name PRIMARY RESPONSE INC. o/a PRIMARY RESPONSE					
Inspection Location					
Unit No.	Street No. 60	Street Name MODERN	PO Box	Postal Code M1R 3B6	
City/Town SCARBOROUGH	Province ON	Telephone No. (416) 658- 4536	ext. 139	Fax No. (416) 658-3707	

Purpose

The purpose of the inspection is to inspect the workplace, interview employees and employer and examine records to determine compliance with various provisions of the *Employment Standards Act 2000*.

Inspection Summary

I conducted an inspection to ensure compliance with the *Employment Standards Act, 2000*. Payroll and employment records for the test period of 2016-02-24 to 2017-04-28 were reviewed.

No, Contraventions of the *Employment Standards Act, 2000* were not revealed at this time.

Yes, Contraventions of the *Employment Standards Act, 2000* were revealed at this time.

Contraventions of the *Employment Standards Act, 2000* were determined as follows:

- Payment of Wages
- Overtime Pay
- Public Holidays/Public Holiday Pay
- Hours of Work: Excess Daily or Weekly
- Vacation Pay/Vacation Time
- Deductions from Wages

As a result:


A Notification of Compliance form has been issued requesting confirmation of compliance. The employer has agreed to return the form by **2017/08/25**.

Order to Comply # **80052106-CO** was issued to comply with the public holidays/public holiday pay, payment of wages, overtime pay, hours of work: excess daily and weekly, vacation pay/vacation time and deduction from wages provisions of the *Employment Standards Act, 2000*, S.O. 2000, Chapter 41 **by 2017/06/22**.

The employer has **agreed** to conduct a self-audit for ***overtime pay, deductions from wages, unpaid wages, and public holiday pay and period of 2016/11/28 to 2017/06/16*** to calculate outstanding amounts owed to employees. The results of the self audit are to be provided to this officer by **2017/08/25**. Affected employees are to be paid by **2017/08/25**.

The results of the inspection do not affect a person's right to file a claim if he/she believes a contravention of the *Act* has occurred.

As part of the Ministry's mandate to monitor levels of compliance, a re-inspection of this workplace may occur at a later date.

Officer	
 Cindy Lanteigne Employment Standards Officer #852	Date 2017-06-26
Note: Pursuant to S. 93 of the <i>Act</i>, you are required to post this report in or upon your premises in a conspicuous place where it is likely to come to the attention of the employees, for a minimum period of 30 days from the date of issue.	

v.05/2015



Ministry of Labour
Operations Division
Employment Standards Program

Notification of Compliance

Visit Date (yyyy/mm/dd) 2017/06/22	Inspection Number 90019467
---------------------------------------	-------------------------------

Company Information

Company Name
Primary Response Inc.

Address		PO Box	
Unit No.	Street Number	Street Name	
	60	Modern Road	
City/Town		Province	Postal Code
Scarborough		ON	M1R 3B6
Fax Number	Telephone Number	Email Address	
416 658-3707	416 658-4536	leagh.pagel@primaryresponse.ca	

Take Notice

Order(s) were issued under the authority of the *Employment Standards Act, 2000*.

This Notification of Compliance is being submitted to the Ministry of Labour to confirm compliance has been achieved.

Description of Order(s)

Order Type	Order Number	ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Complied (yyyy/mm/dd)
CO	80052106	24(1)	2017/06/22	public holiday pay	
CO	80052106	11(1)	2017/06/22	payment of wages re: training time	
CO	80052106	22(1)	2017/06/22	overtime pay	
CO	80052106	17(3)	2017/06/22	hours of work: excess weekly	
CO	80052106	36(1)	2017/06/22	vacation pay/vacation time	
CO	80052106	13(1)		deductions from wages	

Self Audit Details

ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Complied (yyyy/mm/dd)
22(1)	2017/06/22	overtime pay - Nov 28/16 to Jun 16/17	
13(1)	2017/06/22	deductions from wages - Nov 28/16 to Jun 16/17	
11(1)	2017/06/22	unpaid wages re: training time - Nov 28/16 to Jun 16/17	
24(1)		public holiday pay - Nov 28/16 to Jun 16/17	

Signature

Form completed by
Name

Title		Signature		Date (yyyy/mm/dd)	
Return By (yyyy/mm/dd) 2017/08/25		Return To: Name of Employment Standards Officer Cindy Lanteigne			Officer No. 852
Address					
Unit No. 410	Street Number 70	Street Name Foster Drive			PO Box
City/Town Sault Ste. Marie			Province ON	Postal Code P6A 6V4	
Fax Number 888 252-4684		Telephone Number 705 235-1939	Email Address esdocuments@ontario.ca		

[Clear Form](#)[Print Form](#)

Leagh Pagel | Coordinator, Human Resources

PRIMARY RESPONSE INC.

60 Modern Road, Toronto, ON M1R 3B6

(416) 658-4536 x 139 | (888) 643-0333

Fax: 416-658-3707

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]

Sent: June-22-17 2:21 PM

To: Leagh Pagel <leagh.pagel@primaryresponse.ca>

Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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From: [Leagh Pagel](#)
To: [Lanteigne, Cindy \(MOL\)](#)
Subject: RE: ES Inspection 90019467 - Notification of Compliance form and Inspection Report
Date: June 26, 2017 11:18:01 AM

Hello Cindy,

Thank you, this has been posted.

Thank you,

Leagh Pagel | Coordinator, Human Resources

PRIMARY RESPONSE INC.

60 Modern Road, Toronto, ON M1R 3B6

(416) 658-4536 x 139 | (888) 643-0333

Fax: 416-658-3707

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: June-26-17 9:10 AM
To: Leagh Pagel <leagh.pagel@primaryresponse.ca>
Subject: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Leagh,

Attached please find the Notification of Compliance form and inspection report. Please post the inspection report in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. Also please complete the Notification of Compliance form once the self-audit is complete and return to me.

I also noticed that there is a typo in the self-audit demand letter. To clarify the self-audit period is Nov 28/16 to Jun 16/17.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
 Employment Standards Program
 Ministry of Labour
 Toll Free Phone: 1 (800) 461-9847
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From: Leagh Pagel [<mailto:leagh.pagel@primaryresponse.ca>]
Sent: June 22, 2017 3:21 PM
To: Lanteigne, Cindy (MOL)
Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,

Leagh Pagel | Coordinator, Human Resources
PRIMARY RESPONSE INC.
 60 Modern Road, Toronto, ON M1R 3B6
 (416) 658-4536 x 139 | (888) 643-0333
 Fax: 416-658-3707

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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: June-22-17 2:21 PM
To: Leagh Pagel <leagh.pagel@primaryresponse.ca>
Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leigh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
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From: Lanteigne, Cindy (MOL)
To: "Dianne Corner"
Subject: RE: ES Inspection 90019467 - Notification of Compliance form and Inspection Report
Date: August 30, 2017 3:12:00 PM

Hi Dianne,

The self-audit results for April and May appear to be the same except for three differences. Please advise if there was an error in reporting. Please also advise if payments have been made to the affected employees.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
 Employment Standards Program
 Ministry of Labour
 Toll Free Phone: 1 (800) 461-9847
 Direct Line: (705) 235-1939
 Fax: 1 (888) 252-4684

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From: Dianne Corner [mailto:dianne.corner@primaryresponse.ca]
Sent: August 24, 2017 4:55 PM
To: Lanteigne, Cindy (MOL)
Subject: FW: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Cindy,

Please see attached, our Notice of Compliance and results of our self payroll audit for each of the months in question. The first sheet is a summary of what was found and the subsequent pages following the summary are the paystubs.

Best Regards,

Dianne Corner | Vice President
PRIMARY RESPONSE INC.

60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 103 | (888) 643-0333

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From: Leigh Pagel
Sent: June 26, 2017 9:33 AM
To: Dianne Corner <dianne.corner@primaryresponse.ca>
Subject: Fw: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Kind regards,

Leigh Pagel | Coordinator, Human Resources
PRIMARY RESPONSE INC.
 60 Modern Road, Toronto, ON M1R 3B6
(416) 658-4536 x 139 | (888) 643-0333

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— Original message —

From: Lanteigne, Cindy (MOL)
Date: Mon, Jun 26, 2017 9:11 AM
To: Leigh Pagel;
Cc:
Subject: ES Inspection 90019467 - Notification of Compliance form and Inspection Report

Hi Leigh,

Attached please find the Notification of Compliance form and inspection report. Please post the inspection report in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. Also please complete the Notification of Compliance form once the self-audit is complete and return to me.

I also noticed that there is a typo in the self-audit demand letter. To clarify the self-audit period is Nov 28/16 to Jun 16/17.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
 Employment Standards Officer #852
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From: Leagh Pagel [<mailto:leagh.pagel@primaryresponse.ca>]
Sent: June 22, 2017 3:21 PM
To: Lanteigne, Cindy (MOL)
Subject: RE: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hello Cindy,

We are in receipt of Compliance order and Self audit demand

Thank you,

Leagh Pagel | Coordinator, Human Resources
PRIMARY RESPONSE INC.
 60 Modern Road, Toronto, ON M1R 3B6
 (416) 658-4536 x 139 | (888) 643-0333
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From: Lanteigne, Cindy (MOL) [<mailto:Cindy.Lanteigne@ontario.ca>]
Sent: June-22-17 2:21 PM
To: Leagh Pagel <leagh.pagel@primaryresponse.ca>
Subject: ES Inspection 90019467 - Compliance Order and Self Audit Demand

Hi Leagh,

As per our telephone conversation this morning attached please find a compliance order and self-audit demand. I will also send you a notification of compliance form that you will have to complete and return once the self-audit is completed and to show the employer is in compliance. In addition I will also issue an inspection report and send to you shortly. Please post the compliance order and reasons for decision in the workplace for a period of 30 days in a conspicuous place where it is likely to come to the attention of employees. If you have any questions please contact me.

Thank you.

Cindy Lanteigne

Cindy Lanteigne
Employment Standards Officer #852
Employment Standards Program
Ministry of Labour
Toll Free Phone: 1 (800) 461-9847
Direct Line: (705) 235-1939
Fax: 1 (888) 252-4684

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Certificate of Service
Employment Standards Act, 2000, Subsection 95(10)
Proof of Issuance and Service

I, **Cindy Lanteigne**, appointed as an employment standards officer to enforce the *Employment Standards Act, 2000*, certify that the attached document is a true copy of the:

Compliance Order # 80052106-CO

that was issued by me to:

PRIMARY RESPONSE INC.

and served on the 22 day of June, 2017 by the following method:

- courier to:
- mail with verifiable delivery to:
- fax or email to : leagh.pagel@primaryresponse.ca
- personally on:
- personally on the corporation by leaving a copy with:
- personally on the corporation by leaving it with:

Dated at Timmins, Ontario this 26 day of June, 2017 and signed

Cindy Lanteigne

Employment Standards Officer #852

v.08/2014

**Ministry of Labour
Provincial Claims Centre**

70 Foster Drive, Suite 410
Sault Ste. Marie, ON P6A 6V4
Telephone: 705 945-6389
Toll Free: 1 866-382-6274
Fax: 1 888 252-4684

**Ministère du Travail
Centre provincial de
réception des réclamations**

70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone. : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur. : 1 888 252-4684



June 22, 2017

LEAGH PAGEL
PRIMARY RESPONSE INC.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

BY EMAIL

Dear LEAGH PAGEL:

Re: PRIMARY RESPONSE, Inspection #: 90019467

Please find enclosed a Compliance Order issued pursuant to section 108 of the Employment Standards Act 2000.

Pursuant to section 132 of the Act, a person who contravenes the Employment Standards Act, 2000 or the regulations or fails to comply with an order, direction or other requirement under the Act or regulations is guilty of an offence and is liable upon conviction to a fine and/or imprisonment.

If you wish to apply for a review of the Order, an application for review must be made in writing to the Ontario Labour Relations Board within 30 calendar days of the date the Order was served. Please refer to the enclosed Employer/Director Application for Review Information Sheet for information on how to file an application for review.

Yours truly,

A handwritten signature in black ink, appearing to read "C. Lanteigne".

Cindy Lanteigne
Employment Standards Officer #852

Telephone: 1 (705) 235-1939
Toll Free: 1 (800) 461-9847 ext 1939

04/2012



COMPLIANCE ORDER

EMPLOYMENT STANDARDS ACT, 2000

Statutes of Ontario, 2000, Chapter 41

ORDER #:
80052106-CO

DATE ISSUED:
June 22, 2017

ISSUED TO:
PRIMARY RESPONSE INC.

I find that you have contravened the Public Holidays/Public Holiday Pay provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 24(1)(a) An employee's public holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20 by June 22, 2017.

I find that you have contravened the Payment of Wages provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 11(1) An employer shall establish a recurring pay period and a recurring pay day and shall pay all wages earned during each pay period, other than accruing vacation pay, no later than the pay day for that period in accordance with O. Reg 285/01 s. 6 (1) Subject to subsection (2), work shall be deemed to be performed by an employee for the employer (a) where work is (i) permitted or suffered to be done by the employer in regard to training time for training required by the employer by June 22, 2017.

I find that you have contravened the Overtime Pay provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 22(1) An employer shall pay an employee overtime pay of at least one and one-half times his or her regular rate for each hour of work in excess of 44 hours in each work week or, if another threshold is prescribed, that prescribed threshold by June 22, 2017.

I find that you have contravened the Hours of Work: Excess Daily or Weekly provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 17(3) An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval by June 22, 2017.

I find that you have contravened the Vacation Pay/Vacation Time provisions of the *Employment Standards Act, 2000*.

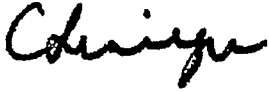
Pursuant to section 108 of the Act, you are ordered to comply with s. 36(1) Subject to subsections (2) to (4), the employer shall pay vacation pay to the employee in a lump sum before the employee commences his or her vacation by June 22, 2017.

I find that you have contravened the Deductions from Wages provisions of the *Employment Standards Act, 2000*.

Pursuant to section 108 of the Act, you are ordered to comply with s. 13(1) An employer shall not withhold

wages payable to an employee, make a deduction from an employee's wages or cause the employee to return his or her wages to the employer unless authorized to do so under this section by June 22, 2017. 939

Reasons for Decision are attached.



Cindy Lanteigne
Employment Standards Officer #852

PURSUANT TO SECTION 93 OF THE ACT, YOU ARE REQUIRED TO POST THIS ORDER IN OR UPON YOUR PREMISES IN A CONSPICUOUS PLACE OR PLACES WHERE IT IS LIKELY TO COME TO THE ATTENTION OF EMPLOYEES, FOR A PERIOD OF 30 DAYS FROM THE DATE OF ISSUE

v.08/2014

Ministry of Labour Ministère du Travail



EMPLOYER/DIRECTOR APPLICATION FOR REVIEW INFORMATION SHEET

HOW TO APPLY FOR A REVIEW OF AN EMPLOYMENT STANDARDS OFFICER'S DECISION

Anyone who disagrees with an order or a notice that has been issued against them, can apply to the Ontario Labour Relations Board (OLRB) to have it reviewed.

Applications for review under the *Employment Standards Act, 2000* are heard and decided by the OLRB. The OLRB is a quasi-judicial administrative tribunal. It makes its decisions independently of the Ministry of Labour.

30 DAY TIME LIMIT

If you are applying for a review, you must complete the application process described below (See "Application Process – Steps 1 to 4") within **30 calendar days** of the date that the officer's order or notice was served. (If the order or notice was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order or notice was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.)

The OLRB may extend the time for applying for a review if it considers it appropriate to do so.

APPLICATION PROCESS – STEPS 1 TO 4 (How to File an Application for Review)

✓ STEP 1: OBTAIN THE APPLICATION FOR REVIEW FORM AND INFORMATION BULLETIN #24 FROM THE OLRB

You can obtain the Application for Review form (**Form A-103**) and **Information Bulletin #24** (which provides more information about applying for a review) from the OLRB in the following ways:

- by writing to the OLRB at 505 University Avenue, 2nd Floor, Toronto, Ontario M5G 2P1

- by telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)
- on the Internet at <http://www.olrb.gov.on.ca/english/FormsCasetype.htm>
 - Look under the heading "Employment Standards Act 2000" for **Form A-103** and **Information Bulletin No. 24**.

✓ **STEP 2: FILL OUT THE APPLICATION FOR REVIEW FORM (Form A-103)**

You must include a general statement providing the reason you are requesting a review of the officer's decision. You must also include a concise statement of the facts and events you are relying on to support your request for a review.

You must also attach photocopies of all documents related to the officer's decision. These documents include the following:

- the officer's Decision Letter
- the officer's Order / Notice of contravention / Compliance order
- the officer's Reasons for Decision
- the officer's Worksheet(s)/Assessment Document(s)/Appendices

✓ **STEP 3: DELIVER PHOTOCOPIES OF THE APPLICATION FOR REVIEW FORM AND OTHER DOCUMENTS TO:**

1. THE EMPLOYEE(S)
2. THE MINISTRY OF LABOUR
3. ANY OTHER PERSON WHO MAY BE AFFECTED BY THE APPLICATION FOR REVIEW.

Before you file your Application for Review with the OLRB, you must **deliver** certain materials to:

- the employee AND
- the Ministry of Labour, AND
- any other person whom you identify as potentially affected by the application for review.

The delivery requirements are as follows:

I. Materials that you must deliver to the employee(s) and to any other person who may be affected by the application for review:

1. **photocopy** of your **Application for Review form (Form A-103)** that you have filled out

and

2. **photocopies of all the documents** that the employment standards officer **sent to you with his or her decision**
 - For example, the employment standards officer **may** have sent you **some or all** of these documents:
 - the officer's Decision Letter
 - the officer's Order / Notice of contravention / Compliance order
 - the officer's Reasons for Decision

- o the officer's Worksheet(s)/Assessment Document(s)/Appendices

and

3. a copy of the **OLRB's Information Bulletin #24** – "Applications for Review under the Employment Standards Act, 2000".

You may deliver these materials by hand, courier, fax or regular mail.

If you do not know the employee's current address in order to deliver these materials and want to know how the OLRB will process your review application, contact the OLRB at 505 University Avenue, 2nd Floor, Toronto, ON M5G 2P1, Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY).

II. Materials that you must deliver to the Ministry of Labour:

1. **Photocopy of your Application for Review form (Form A-103) that you have filled out**

and

2. **Photocopies of all the documents that the employment standards officer sent to you with his or her decision**
 - i. For example, the employment standards officer **may** have sent you **some or all** of these documents:
 - o the officer's Decision Letter
 - o the officer's Order / Notice of contravention / Compliance order
 - o the officer's Reasons for Decision
 - o the officer's Worksheet(s)/Assessment Document(s)/Appendices

and

3. If your application for review requires that you make a payment (see "Payment Requirements" below for details), you must submit a cheque or money order for the required amount made payable to the "Director of Employment Standards in trust", or alternatively you may submit an irrevocable letter of credit in the required amount made in favour of the Director of Employment Standards, **provided that the letter of credit is acceptable to the Director. (A Letter of Credit information sheet that provides information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, is available on the Ministry's website at www.labour.gov.on.ca.)**

How to deliver the materials to the Ministry of Labour

You can send the Application for Review Form and the other documents separately from the payment (if one is required):

- i. *Application for Review Form and other documents:* The Ministry of Labour prefers that you deliver these documents by email or fax. Alternatively, you may deliver them by regular mail. The least preferred methods of delivery are by courier or by hand.

ii. *Payment:* The Ministry of Labour prefers that you deliver the payment or letter of credit by regular mail. Alternatively, you may deliver it by courier or by hand. Please include the "tear away" portion of the Order with your payment or letter of credit.

Email: appforreview.directorofES@ontario.ca

Fax: 1-855-251-5025

Mail/Courier/Hand:

Director of Employment Standards
Employment Practices Branch
Ministry of Labour
400 University Avenue, 9th Floor
Toronto, ON M7A 1T7

PAYMENT REQUIREMENTS

The payment requirement that applies depends on 1) whether you are a director, an employer, or a client of a temporary help agency and 2) the type of Order or Notice that you are applying to review.

If you are a **director** applying for a review of an **Order to pay wages issued against you personally in your capacity as director**, you are not required to pay any monies into trust to complete your application for review.

If you are an **employer** applying for a review of an **Order to pay wages**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

If you are an **employer** applying to review an **Order to pay compensation** or a **client of a temporary help agency applying to review an Order to pay compensation**, you must pay the amount of the order or \$10,000.00 (whichever is less) to the Director of Employment Standards in trust. The payment must be **received within 30 days** of the date that the order was served*.

If you are an **employer** applying for a review of an **Order to pay fees**, you must pay the total amount of the Order (including the administrative cost) to the Director of Employment Standards in trust. The payment must be **received within 30 calendar days** of the date that the order was served*.

You may, as an alternative to making payment prior to the review, provide an irrevocable letter of credit in favour of the Director of Employment Standards for the required amount prior to the review. The letter of credit must be acceptable to the Director. (For information on the criteria that the Director generally uses in deciding whether a Letter of Credit is acceptable, please see the Letter of Credit information sheet available on the Ministry's website at www.labour.gov.on.ca.)

If you are applying to review a **Notice of contravention** or a **Compliance order**, you are not required to pay any monies into trust to complete your application for review.

***If the order was sent by mail, it is generally presumed to have been served five days after the date it was mailed. If the order was sent by courier, it is generally presumed to have been served two days after the courier takes it from the Ministry of Labour.**

Your review application will not proceed if you do not make the payment or provide an acceptable letter of credit.

✓ **STEP 4: FILE YOUR APPLICATION WITH THE OLRB.**

No later than 5 days after completing Step 3 (not including weekends, statutory holidays or any other day that the OLRB is closed), file your application package with the OLRB. This package consists of:

1. The signed, completed original Application for Review form (Form A-103), and
2. A photocopy of the signed, completed original Application for Review form, and
3. Photocopies of the document(s) that the officer sent you with his or her decision.

Deliver or send your application to the OLRB using any method other than fax, e-mail or registered mail, to:

The Registrar
Ontario Labour Relations Board
 505 University Avenue, 2nd Floor
 Toronto, ON M5G 2P1

Telephone: 1-877-339-3335 (toll free), 416-326-7500, or 416-212-7036 (TTY)

INFORMATION ABOUT THE REVIEW PROCESS

In most cases, a Ministry of Labour representative will not participate or be in attendance during the review process.

Please tell the Ontario Labour Relations Board (OLRB) if you wish to communicate in French or if you require accommodation because of a disability.

For further information about the review process, please refer to the OLRB Information Bulletin No. 24.



Ministry of Labour

Inspection Report

 Operations Division
 Employment Standards Program

Employment Standards Act, 2000

Inspection Date June 22, 2017			Inspection Number 90019467			
Employer Name PRIMARY RESPONSE INC. o/a PRIMARY RESPONSE						
Inspection Location						
Unit No.	Street No. 60	Street Name MODERN			PO Box	Postal Code M1R 3B6
City/Town SCARBOROUGH		Province ON	Telephone No. (416) 658- 4536	ext. 139	Fax No. (416) 658-3707	

Purpose:
 The purpose of the inspection is to inspect the workplace, interview employees and employer and examine records to determine compliance with various provisions of the *Employment Standards Act 2000*.

Inspection Summary

I conducted an inspection to ensure compliance with the *Employment Standards Act, 2000*. Payroll and employment records for the test period of 2016-02-24 to 2017-04-28 were reviewed.

No, Contraventions of the *Employment Standards Act, 2000* were **not** revealed at this time.

Yes, Contraventions of the *Employment Standards Act, 2000* **were** revealed at this time.

Contraventions of the *Employment Standards Act, 2000* were determined as follows:

- Payment of Wages
- Overtime Pay
- Public Holidays/Public Holiday Pay
- Hours of Work: Excess Daily or Weekly
- Vacation Pay/Vacation Time
- Deductions from Wages

As a result:


A Notification of Compliance form has been issued requesting confirmation of compliance. The employer has agreed to return the form by **2017/08/25**.

Order to Comply # **80052106-CO** was issued to comply with the public holidays/public holiday pay, payment of wages, overtime pay, hours of work: excess daily and weekly, vacation pay/vacation time and deduction from wages provisions of the *Employment Standards Act, 2000*, S.O. 2000, Chapter 41 **by 2017/06/22**.

The employer has agreed to conduct a self-audit for ***overtime pay, deductions from wages, unpaid wages, and public holiday pay and period of 2016/11/28 to 2017/06/16*** to calculate outstanding amounts owed to employees. The results of the self audit are to be provided to this officer by ***2017/08/25***. Affected employees are to be paid by ***2017/08/25***.

The results of the inspection do not affect a person's right to file a claim if he/she believes a contravention of the *Act* has occurred.

As part of the Ministry's mandate to monitor levels of compliance, a re-inspection of this workplace may occur at a later date.

Officer	
 Cindy Lanteigne Employment Standards Officer #852	Date 2017-06-26
Note: Pursuant to S. 93 of the Act, you are required to post this report in or upon your premises in a conspicuous place where it is likely to come to the attention of the employees, for a minimum period of 30 days from the date of issue.	

v.05/2015

Lantaigne, Cindy:

Created: 2017-06-20

Type: Note

Notebook Reference:

o/c to ER at 416-658-4536 x 139 on Jun 20/17 at 9:38 am - reached vmail for ER Leigh Pagel and left vmsg advising that I am starting the doc re: self-audit and CO as per our previous discussions and that I was going to hold off until claims completed however as another claim assigned to me am going to start the process for self-audit and expanded inv - advised that one of the issues found was o/t and I went into the system to print out approval for avg and found that the only one in system that I can see is one for 2 wk avgng that expired on Aug 5/16 - asked ER to call me back to clarify/discuss and left toll free and direct lne phone #s [\[See Less\]](#)

Cindy

Created: 2017-06-26

Type: Note

Notebook Reference:

I/c from ER Diane at 10:05 am Jun 26/17 - ER advised that she understands that I have been dealing with Leigh Pagel on most claims but now that I have issued a compliance order, NOCs and a self audit Dianne advised that she wants to become involved as they have issues with the orders/audit - ER asked if I am aware of how many ees they employ - I advised that I am aware ER has many large workforce - ER asked if I know how many - I advised I believe from records is around 1400 - ER advised is in excess of 1400 and that she asked if I am aware of how doing self audit for that many ees would impact - I advised that when we find monetary contraventions we require ER to perform self audit and can be from 6 months to full period of 2 yrs - ER advised that their averaging approval expired and they weren't aware and is unfair to request self audit - ER also advised that they have not been appealing the decisions being issued because they don't want to spend the time/money to appeal and that they don't necessarily agree with the decisions - ER advised that they had an audit done and that there were no issues found but that she doesn't understand why I keep finding issues - I advised that my decisions are based on the records and the records show that ees are working in excess of the approval for 55 hrs and that o/t not always paid and that as avg agreement expired

Lanteigne, Cindy

Created: 2017-06-26

Type: Note

Notebook Reference:

o/c to er at 416-658-4536, x 139 - reached vmail for Leigh Pagel and left vmsg asking ER to call me back to discuss the compliance order and self audit - also advised ER that I am clarifying the self audit period is Nov 28/16 to Jun 16/17 - left my direct line and toll free phone #s

tan@one.com

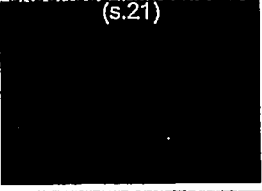
Created: 2017-06-30

Type: Note

Notebook Reference:

Expanded inspection performed as a result of investigations into following claims:

(s.21)





Ministry of Labour
 Operations Division
 Employment Standards Program

Notification of Compliance

Visit Date (yyyy/mm/dd) 2017/06/22	Inspection Number 90019467
---------------------------------------	-------------------------------

Company Information

Company Name:
 Primary Response Inc.

Address		PO Box	
Unit No.	Street Number	Street Name	
	60	Modern Road	
City/Town		Province	Postal Code
Scarborough		ON	M1R 3B6
Fax Number	Telephone Number	Email Address	
416-658-3707	416-658-4336	leagh.page@primaryresponse.ca	

Take Notice

Order(s) were issued under the authority of the *Employment Standards Act, 2000*.
 This Notification of Compliance is being submitted to the Ministry of Labour to confirm compliance has been achieved.

Description of Order(s)

Order Type	Order Number	ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
CO	80052106	24(1)	2017/06/22	public holiday pay	2017/06/22
CO	80052106	11(1)	2017/06/22	payment of wages re: training time	2017/06/22
CO	80052106	22(1)	2017/06/22	overtime pay	2017/06/22
CO	80052106	17(3)	2017/06/22	hours of work: excess weekly	2017/06/22
CO	80052106	36(1)	2017/06/22	vacation pay/vacation time	2017/06/22
CO	80052106	13(1)	2017/06/22	deductions from wages	2017/06/22

Self Audit Details

ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
22(1)	2017/06/22	overtime pay - Nov 28/16 to Jun 16/17	2017/08/22
13(1)	2017/06/22	deductions from wages - Nov 28/16 to Jun 16/17	2017/08/22
11(1)	2017/06/22	unpaid wages re: training time - Nov 28/16 to Jun 16/17	2017/08/22
24(1)		public holiday pay - Nov 28/16 to Jun 16/17	2017/08/22

Signature: *D. Corner*

Form completed by
 Name: *Dianne Corner*

Title VP		Signature <i>J. Corneil</i>		Date (yyyy/mm/dd) 2017/08/22
Return By (yyyy/mm/dd) 2017/08/25		Return To: Name of Employment Standards Officer Cindy Laiteigne		Officer No. 852
Address				
Unit No. 410	Street Number 70	Street Name Foster Drive		PO Box
City/Town Sault Ste. Marie			Province ON	Postal Code P6A 6N4
Fax Number 888 252-4684		Telephone Number 705 255-1939	Email Address esdocuments@ontario.ca	





Ministry of Labour
Operations Division
Employment Standards Program

Notification of Compliance

Visit Date (yyyy/mm/dd) 2017/06/22	Inspection Number 90019467
---------------------------------------	-------------------------------

Company Information

Company Name
Primary Response Inc.

Address		PO Box	
Unit No.	Street Number 60	Street Name Medwin Road	
City/Town Scarborough		Province ON	Postal Code M1R 3B6
Fax Number 416-658-3707		Telephone Number 416-658-4536	Email Address leagh.page@primaryresponse.ca

Take Notice

Order(s) were issued under the authority of the *Employment Standards Act, 2000*.
This Notification of Compliance is being submitted to the Ministry of Labour to confirm compliance has been achieved.

Description of Order(s)

Order Type	Order Number	ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
CO	80052106	24(1)	2017/06/22	public holiday pay	2017/06/22
CO	80052106	11(1)	2017/06/22	payment of wages re: training time	2017/06/22
CO	80052106	22(1)	2017/06/22	overtime pay	2017/06/22
CO	80052106	17(3)	2017/06/22	hours of work: excess weekly	2017/06/22
CO	80052106	36(1)	2017/06/22	vacation pay/vacation time	2017/06/22
CO	80052106	13(1)	2017/06/22	deductions from wages	2017/06/22

Self Audit Details

ESA Section Number	Date Issued (yyyy/mm/dd)	Comments (e.g. Standards, Action Required)	Date Completed (yyyy/mm/dd)
22(1)	2017/06/22	overtime pay - Nov 28/16 to Jun 16/17	2017/08/22
13(1)	2017/06/22	deductions from wages - Nov 28/16 to Jun 16/17	2017/08/22
11(1)	2017/06/22	unpaid wages re: training time - Nov 28/16 to Jun 16/17	2017/08/22
24(1)	2017/06/22	public holiday pay - Nov 28/16 to Jun 16/17	2017/08/22

Signature:

D. Corner

Form completed by

Name:

Dianne Corner

Title <i>VP</i>		Signature <i>J. Corner</i>		Date (yyyy/mm/dd) <i>2017/08/22</i>
Return By (yyyy/mm/dd) <i>2017/08/25</i>		Return To: Name of Employment Standards Officer <i>Cindy Lanteigne</i>		Officer No. <i>852</i>
Address				
Unit No. <i>410</i>	Street Number <i>70</i>	Street Name <i>Poste Drive</i>		PO Box
City/Town <i>Sault Ste. Marie</i>			Province <i>ON</i>	Postal Code <i>P6A 6V4</i>
Fax Number <i>888-252-4684</i>		Telephone Number <i>705-235-1939</i>	Email Address <i>esdocuments@ontario.ca</i>	



Ministry of Labour

Ministère du Travail



REASONS FOR DECISION

Employment Standards Act, 2000

Inspection Number: 90019467

Business Name: PRIMARY RESPONSE INC.

Standard(s) At Issue:

1. Public holiday pay
2. Payment of wages
3. Overtime pay
4. Limit on Hours of work weekly
5. Payment of vacation pay
6. Deductions from wages

Evidence, Decision and Reason(s) With Respect to Each Standard at Issue:

As a result of investigations into multiple claims filed against the employer an expanded limited inspection is being conducted. The investigation revealed the following employment standards issues:

FINDINGS

Public Holiday Pay - s. 24(1)

The employer pays public holiday pay but not in accordance with section 24. (1) which states that "an employee's public holiday for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20". If the employee's regular wages in the four work weeks prior to the week where the public holiday occurs exceeds 40 hours per week, then the public holiday pay will be more than 8 hours. For example if an employee worked 44 regular hours each of the four work weeks prior to the week of the public holiday the employee would be entitled to payment of 8.8 hours (44 hours x 4 weeks = 176 divided by 20 = 8.8 hours).

It was also found that the employer sometimes fails to pay public holiday pay where an employee failed to work a shift before or after the public holiday but had reasonable cause to not work the shift. Employees who fail, without reasonable cause to work all their last regularly scheduled day of work before the public holiday or all of their first scheduled day of work after the public holiday are not entitled to public holiday pay. (Note: this does not mean simply the last calendar day before the public holiday and the first calendar day after the public holiday - it means the last scheduled day of work before the public holiday and the first scheduled day of work after the public holiday). If any employee fails to work either of those days, but had reasonable cause, he

or she will still qualify for the public holiday pay entitlements. It was found that employees had reasonable cause or were on approved vacation time off and they were not paid public holiday pay or given a substitute day off with public holiday pay. 956

Excess Hours of Work Weekly and Averaging of Overtime Pay - s. 17(1) & s. 22(2)

It was found that the employer has averaging agreements with employees to allow the employer to average overtime over a two week period. The employer had an approval to allow averaging of overtime hours over a two week period however the approval expired on August 5, 2016. The payroll records also showed that there were some averaging periods where an employee worked in excess of 88 hours and was paid at straight time for all hours.

The employer has excess hours of work agreements where employees agree to work up to 60 hours per week. However, the employer has an excess hours of work permit allowing excess hours up to 55 hours per week. The payroll records showed that some employees worked in excess of 55 hours per week. The employer is in contravention of the ESA, 2000 s. 17(3) – "An employee's hours of work may exceed the limit set out in clause (1)(b) if (a) the employee has made an agreement with the employer that he or she will work up to a specified number of hours in a work week in excess of the limit; (b) the employer has received an approval under section 17.1 that applies to the employee or to a class of employees that includes the employee; and (c) the employee's hours of work in a work week do not exceed the lesser of (i) the number of hours specified in the agreement, and (ii) the number of hours specified in the approval". The employer is allowing employees to work in excess of the number of hours as set out in the approval for excess weekly hours.

Payment of Wages - s. 11(1)

It was found that the employer failed to pay an employee for training where it was determined that the training taken by the employee was mandatory training that was required as a condition of continued employment. It is Program policy that time spent in training that is required by the employer or by law as a condition of employment or continued employment will be considered working time. It was also found that the employer sometimes failed to pay all wages earned in the pay period on the pay day for that pay period. S. 11(1) requires that all wages earned in a pay period be paid on the pay day for that pay period.

Vacation Pay - s. 36(1)

Section 36(1) requires employers to pay vacation pay in a lump sum before the vacation time is taken. It was found that an employee took vacation time and wasn't paid vacation pay.

Deduction from Wages - s. 13(5)2.

Section 13(5) prohibits an employer from withholding wages, making deductions from wages or causing an employee to return wages in certain circumstances, even though the employer has a written authorization from the employee to make the deduction in accordance with s. 13(3). One example is where the deduction is made for faulty work. This provision prevents employers from making deductions from an employee's wages because of the employee's mistakes, even if the employee has authorized the deduction in writing. Without such protection, an employee could be charged by way of wage deduction for every item or piece of work spoiled or rejected. Employers who want to recover damages due to employees' faulty work may choose to sue for damages in court, but they cannot make deductions from the employees' wages. Referees in decisions under the former Employment Standards Act have held that no deduction could be made in the following circumstances on grounds that they constituted faulty work: The claimant continued to drive a company car that was overheated, thus causing severe damage; The claimant damaged a vehicle when moving it at the employer's place of business; A salesperson damaged a car while backing it into the showroom. It was found that the employer withheld wages from an employee to

cover an insurance deductible because the employee was involved in an at-fault accident. Even if the employee had signed an authorization to allow the deduction, which the claimant did not, the authorization would be invalid. 057

Action(s) Taken by Officer:

Issuing Compliance Order #80052106-CO on June 22, 2017 requiring the employer to comply with the hours of work limits, overtime pay, unpaid wages, vacation pay, deduction from wages, public holiday pay provisions of the ESA, 2000.



Cindy Lanteigne
Employment Standards Officer #852

v.08/2014

**Ministry of Labour
Provincial Claims Centre**

70 Foster Drive, Suite 410
Sault Ste. Marie, ON P6A 6V4
Telephone: 705 945-6389
Toll Free: 1 866-382-6274
Fax: 1 888 252-4684

**Ministère du Travail
Centre provincial de
réception des réclamations**

70 promenade Foster, bureau 410
Sault Ste. Marie, ON P6A 6V4
Téléphone. : 705 945-6389
Sans frais : 1 866-382-6274
Télécopieur. : 1 888 252-4684



June 22, 2017

LEAGH PAGEL
PRIMARY RESPONSE INC.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

BY EMAIL

Dear LEAGH PAGEL:

Re: PRIMARY RESPONSE, Inspection #: 90019467

One of the Ministry of Labour's goals is to ensure that Ontario's workplaces observe fair workplace practices that benefit both employers and employees. The self-audit is designed to promote self-reliance of Ontario employers while allowing the Ministry to ensure compliance with the Employment Standards Act, 2000 (ESA).

You are required to conduct a self-audit of your payroll records to calculate outstanding wages owed to current and former employees. The authority to require a self-audit is found in section 91.1 of the ESA.

You must conduct a self-audit for the period between November 28, 2016 and June 16, 2016 for the following standards:

- overtime pay
- deductions from wages
- unpaid wages - re: wages earned where employee attending training required by employer
- public holiday pay

The self-audit is to be conducted for all employees. If an employee included in the self-audit has filed a claim or subsequently files a claim you can apply the amount paid through the self-audit in the claim investigation.

If your self-audit finds that employees are owed wages, you must pay your employees the wages that are found owing.

You must provide me with the results of your self-audit by August 25, 2017. These results must include:

1. The full name of every employee who is owed wages and the gross amount of wages owed to the employee,
2. An explanation of how the amount of wages owed to the employee was determined, and
3. Confirmation that you paid the employee the amount found owing.

I will review the results of your self-audit. You are required to maintain the records of this self-audit. You may also be subject to a future inspection to ensure ongoing compliance with the ESA. 859

Be advised that it is a contravention of the ESA to hinder, obstruct or interfere with an Employment Standards Officer or to fail to produce a record or other thing as demanded by an Officer.

You may wish to visit the Ministry of Labour's Employment Standards website at Ontario.ca/EmploymentStandards, where you can access materials and resources that will help you understand and apply the ESA.

I will be pleased to answer any questions related to the self-audit.

Thank you for your anticipated co-operation.

Yours truly,



Cindy Lanteigne
Employment Standards Officer #852

Telephone: 1 (705) 235-1939
Toll Free: 1 (800) 461-9847 ext 1939

04/2012



Ministry of Labour
Employment Standards Program

Hours of Work and Averaging Hours Application

General Information

Incomplete or inaccurate information may delay the processing of your application. If the application is faxed after 5:00 p.m. or on a day on which the Director's office is closed, the service of the application shall be deemed to be effected on the next day on which the Director's office is not closed.

The employer must have the written agreement of employees (or their union) to work excess hours or to have their hours of work averaged. In the event that this application is approved, the employer must still comply with the daily and weekly rest periods (section 18), eating periods (section 20) and overtime pay (section 22) provisions in the *Employment Standards Act, 2000 (ESA)*.

The information collected under the authority of the ESA to assist in the processing of applications for excess hours and overtime averaging. Collection, use and disclosure of information in this form is regulated by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31* (as amended). If you have any questions regarding Freedom of Information (FOI) matters, you may contact the Ministry of Labour FOI Coordinator at 416 326-7786.

Submit this form to: The Director, Employment Standards
400 University Avenue, 9th Floor
Toronto, ON M7A 1T7
Fax: 1 866 588-9998 or
416 212-7900

ID (Ministry Use)

60055521

You must complete all areas marked by an asterisk (*) in order for us to process your application. If you do not complete these areas your application form may be returned to you (in which case the application will not be considered to have been served).

1. Employee Information

Employer Business/Trade Name*
PRIMARY RESPONSE INC

Legal Name*
PRIMARY RESPONSE INC.

Business Type (e.g. Corporation, Limited Partnership, Partnership, Sole Partnership, Limited Liability Partnership)* Business Registration Number
894027531

Corporation Number (if applicable) Corporation Jurisdiction, if applicable (e.g. Ontario, Canada, other)

Renewals

Check here if you were issued an approval effective March 1, 2005 or later and are seeking renewal.

2. Employee Contact Information

Last Name* First Name*
CRANSWICK MEREDITH

Position
GENERAL MANAGER

Telephone Number* Fax Number Email Address (if available)
416 658-4536 ext. 102 416 658-3707 meredith.cranswick@primaryresponse.ca

Preferred method of receiving correspondence?* Preferred language of communication*
 Mail E-mail English French

Employer Main Business Address

Street Number	Suffix (e.g. A)	Street Name	Type	Direction	Unit Number
60		MODERN	RD		
Rural Route	PO Box	Postal Station	City/Town*		
			SCARBOROUGH		
Province/State*		Country*		Postal Code/Zip Code*	
ONTARIO		CANADA		M1R 3B6	

3. Additional Locations Where Work Will Be Performed

If work will be performed at the main business address only, do not complete this section. Go to Section 4. If there are additional work locations where this application applies, please enter required information. Attach additional pages as necessary.

Name of Business*

Street Number	Suffix (e.g. A)	Street Name	Type	Direction	Unit Number
Rural Route	PO Box	Postal Station	City/Town*		
Province*			Postal Code*		

4. Application Type (Please select the following application types)*

- Excess Weekly Hours of Work
Complete sections 5, 7 (if applicable), 8, 10 and 11.
- Averaging Hours of Work for Overtime Pay Purposes
Complete sections 6, 7 (if applicable), 9, 10 and 11

5. Employee Information for Excess Weekly Hours Application

Attach additional pages as necessary.

Occupation*

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		
Occupation*		

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		
Occupation*		

Number of Excess Weekly Hours*	Number of Employees*	
Requested Duration:* <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd)	End Date (yyyy/mm/dd)
Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are employees in this occupation unionized? *		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Union Name and Local		

6. Employee Information for Averaging Application

Attach additional pages as necessary.

Occupation*

SECURITY GUARDS

Number of Weeks to Average Over * 2	Number of Employees* 1500
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd) End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

Occupation*

MOBILE SECURITY GUARDS & SUPERVISORS

Number of Weeks to Average Over * 2	Number of Employees* 65
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd) End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

Occupation*

COMMUNICATIONS OPERATIVES/DISPATCHERS

Number of Weeks to Average Over * 2	Number of Employees* 30
Requested Duration:* <input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> Check here if duration is less than one year and enter start and end date.	Start Date (yyyy/mm/dd) End Date (yyyy/mm/dd)

Are written agreement(s) in place, or will they be put in place, in accordance with the ESA, for employee(s) to work the requested number of hours?*

Yes No

Are employees in this occupation unionized? *

Yes No If yes, Union Name and Local

7. List Union Contact Details

If you provided Union Name and Local in section 5 and/or 6, please enter required information. Attach additional pages as necessary.

Union Name and Local	Union Contact Full Name	Telephone Number	Extension

8. Reasons for Excess Weekly Hours Application

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific number of hours requested?

2. Will you be taking any measures to avoid or reduce excess weekly hours of work? If not, why not?

3. Are there any health and safety issues raised by increasing the hours of work of employees? If so, how will you address these issues?

9. Reasons for Averaging Application

Complete for Excess Weekly Hours Application. Maximum 500 characters per answer. *

1. Why do you require the specific averaging period requested?

Full-time employees are normally scheduled to work seven 12 hour shifts in a 2 week period and their hours of work may be averaged over the 2 week period

2. Does the averaging period requested benefit the employees in the occupations listed?

Yes the scheduling system provides flexible scheduling, more continuous time away from work and improved work/life balance.

10. In The Last Three Years

Has the employer ever pled guilty to or been convicted of an offence under the ESA? If yes, please indicate the most recent conviction date, if known. (Do not include orders made by employment standards officers or orders made or affirmed by the Ontario Labour Relations Board.)*

Yes No

Date (yyyy/mm/dd)

Does the Employer have any unpaid monetary orders under the ESA for which the time to apply for a review has expired? If yes, please indicate the most recent monetary order date, if known. *

Yes No

Date (yyyy/mm/dd)

11. Declaration

Please note that it is an offence to provide false or misleading information under the ESA. I, the undersigned declare that, to the best of my knowledge, this information and any additional information submitted in support of the employer's application is complete and accurate.

Name (Please Print)*	Signature*	Date (yyyy/mm/dd)*
Meredith Cranswick	online	2017/06/20

Ministry of Labour
Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail
Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



December 14, 2017

Primary Response Inc.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

ATTN: Meredith Cranswick

RE: Notice of Refusal of Application for Averaging Hours of Work for Overtime Pay Purposes ID#: 60055521

Dear Meredith Cranswick,

Please be advised that the application from PRIMARY RESPONSE INC. for averaging of hours of work for purposes of determining overtime pay entitlements dated 2017/06/20 has been refused.

In determining whether to issue an approval, the Director may consider any factors he or she considers relevant.

[Generally, averaging hours of work for overtime pay purposes must offer a clear benefit to employees. During the review of your application, an acceptable benefit to employees was not identified. As such, your application is refused.]

Because you do not have an approval and you no longer have an approval application pending, you are not allowed to average employees' hours of work for the purpose of determining their entitlement to overtime pay.

This notice of refusal does not prevent you from making a future application for an approval for hours of work averaging. However, if a subsequent application is submitted, employees' hours of work cannot be averaged for overtime pay purposes until an approval is issued, i.e., you will not be able to take advantage of the pending approval rules in subsection 22(2.1) of the *ESA*.

If you have any questions regarding this Notice of Refusal, please contact Sou Tajik-Cader, the Hours of Work Lead at (905) 301-4977.

Sincerely,

Director of Employment Standards

Attachment

Ministry of Labour
Ministère du Travail



Reference ID: 60055521

**NOTICE OF REFUSAL:
APPLICATION TO AVERAGE HOURS OF WORK FOR OVERTIME PAY
PURPOSES**

Under Section 22.1(17) of the *Employment Standards Act, 2000 (ESA)*

To: PRIMARY RESPONSE INC.
60 MODERN RD
SCARBOROUGH ON M1R 3B6

The employer's application dated 2017/06/20 to average hours of work of employees for the purpose of determining entitlement to overtime pay has been refused. This notice was issued on 2017/12/14.

The employer must not average an employee's hours of work for the purpose of determining entitlement to overtime pay whether or not an employee has agreed (or if unionized, the employee's union has agreed) in writing to averaging hours in accordance with s.22(2)(a) and (3) of the *ESA*.

In general, the *ESA* provides that an employee is entitled to overtime pay of at least 1½ times their regular rate of pay after working 44 hours in a work week.

Director of Employment Standards

For answers to questions about the Act, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act, and Fact sheets are also available on the Ministry's website: www.gov.on.ca/lab/main.htm.

From: Meredith Cranswick
To: Rasaratnam, Ananth (MOL)
Subject: RE: Averaging Hours of Work Application: Primary Response Inc. - due 2017/12/15
Date: December 11, 2017 1:54:13 PM

Dear Ananth Rasaratnam,

Thank you very much for your response. I will list below the benefits to our employees and hope you will take these into consideration in making your decision.

The primary benefit to employees is that they only work 7 days in a 14-day cycle with every other weekend off meaning they have more time away from work than the norm. The rotation is 2 days on, 2 days off, 3 days on in week #1 and in week #2 - 2 days off, 2 days on, 3 days off (weekend). Any variation to this schedule means our employees would only be off for 2 days on the weekend which would not be satisfactory to them.

This rotation is for the sole benefit of our employees and has no benefit to the employer as we could simply run something different. Our employees have chosen this rotation over many other variations and they have done so for their health & welfare as well as giving them more family time and time away from work.

Thank you for considering our application and I look forward to hearing from you.

Best Regards,

Meredith Cranswick | General Manager
PRIMARY RESPONSE INC.
 60 Modern Road, Scarborough, ON M1R 3B6
 (416) 658-4536 Ext. 102 | (888) 643-0333

Please consider the environment - do you really need to print this email?



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From: Rasaratnam, Ananth (MOL) [mailto:Ananth.Rasaratnam@ontario.ca]
Sent: December 11, 2017 12:29 PM
To: Meredith Cranswick <meredith.cranswick@primaryresponse.ca>
Subject: Averaging Hours of Work Application: Primary Response Inc. - due 2017/12/15

RE: Application for Averaging Hours of Work for Overtime Pay Purposes.

ID#60055521

Dear Meredith Cranswick,

Your application requesting approval from the Director of Employment Standards to average hours of work for overtime pay purposes is currently under review. Further information is being requested to help us assess your application.

Section 22.(1) of the *Employment Standards Act, 2000* (ESA) states that overtime pay for most employees is payable after 44 hours per week.

With the approval of the Director of Employment Standards,

Section 22.(2) of the ESA permits an employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks for the purposes of determining the employee's entitlement, if any, to overtime pay.

Section 22.(7) permits the Director to take into consideration any factors that may be relevant in deciding whether it is appropriate to issue the approval to the employer.

One of the factors the Director considers relevant is whether there are benefits of overtime averaging for employees. Failure to clearly demonstrate the benefits to employees will likely result in a refusal of the application by the Director of Employment Standards.

Please outline the benefits to employees, as well the weekly threshold after which overtime is paid and company policy for overtime pay, if applicable, **by Thursday, December 15th, 2017**. The evaluation of your application will include any information submitted. If a response is not received by the due date, it is likely that the application will be refused.

Please note: In a non-unionized workplace, an employer can only average hours of work where there is approval from the Director of Employment Standards and an employee has agreed in writing and where the agreement is valid under the ESA.

Sincerely,

Ananth Rasaratnam

Hours of Work Unit Reviewer
Employment Practices Branch
Ministry of Labour
Tel: 416-212-6640
Fax: 416-212-7900 / 1-866-588-9998

Email: ananth.rasaratnam@ontario.ca

Employment Standards Information line:
416-326-7160 / 1-800-531-5551

Reason Involvement

Created: 2018-06-28 Type: **Comment**

ER's Excess Hours Approval (60050117) was recommended for revocation by ESO. Document attached.

Case Summary

Created: 2017-12-14 Type: **Comment**

Confirm refusal as ER has prior history of non compliance with the ESA and numerous violations in recent inspection including ER allowed EE's to have hours averaged without approval in place from DES.

Reason Involvement

Created: 2017-12-14 Type: **Note** Notebook Reference:

ER's stated benefit to EEs is rotation. 7 days of work per 14 days. After further investigation of previous contraventions (OC, VC, and ongoing) - reviewer is recommending refusal.

Recent and relevant contraventions:
 (s.21) [REDACTED] (CO) - OT unpaid]
 [REDACTED] (CO) - violated excess hours approval]
 [REDACTED] (CO) - OT unpaid]
 [REDACTED] (VC) - OT unpaid]

Reason Involvement

Created: 2017-12-11 Type: **Note** Notebook Reference:

ER emailed response highlighting benefit to EEs. Documented email.

Reason Involvement

Created: 2017-12-11 Type: **Note** Notebook Reference:

Emailed ER requesting add info. Documented email.

Reason Involvement

Created: 2017-12-11 Type: **Note** Notebook Reference:

93 claims on file 48 in the last 3 years. 11 currently assigned for investigation. Read through several Reasons for Decisions in VC and CO cases. Most have to do with contraventions re holiday pay, OT.

Ministry of Labour

Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7
Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail

Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto, Ontario
M7A 1T7
Téléphone: (416) 326-2450
Télécopieur: (416) 326-7061



November 26, 2012

Primary Response Inc.
9th F - 250 CONSUMERS RD
NORTH YORK ON M2J 4V6

RE: Approval For Averaging Hours of Work for Overtime Pay Purposes ID#: 60037524

Following a review of your application, the attached approval for **Averaging Hours of Work for Overtime Pay Purposes** has been issued. The employer is required to have the written agreement of employees (or their union) before averaging hours of work for overtime pay purposes in accordance with the approval. A copy of the approval must be posted in at least one conspicuous place in every workplace such that it is likely to come to the attention of the employees it applies to.

An approval may be revoked by the Director at any time upon providing an employer with such notice as the Director considers reasonable in the circumstances. In determining whether to revoke an approval, the Director may consider any relevant factors including contraventions of the *Employment Standards Act, 2000 (ESA)* and the health and safety of employees.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for **Averaging Hours of Work for Overtime Pay Purposes**. For more information please refer to the Ministry's website, www.labour.gov.on.ca.

Employees are entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the *ESA*. These rest periods, and all other requirements in the *ESA* and the *Occupational Health and Safety Act*, continue to apply even if an employer has an approval for Excess Weekly Hours of Work. For more information, refer to the Ministry's website www.labour.gov.on.ca.

Please note the listing of a specific occupation in an approval should not be taken as necessarily indicating that the Ministry is of the view that an employee in the occupation is covered by the hours of work limits and/or overtime pay requirements set out in the *ESA*. Employees in certain industries and job categories are exempt from such limits and requirements. For more information on industry and job specific exemptions, please refer to *Your Guide to the Employment Standards Act*, Chapter "Industries and Jobs with *ESA* exemptions and/or Special Rules" available on the Ministry's website.

If you have any questions regarding the approval, please contact our office at (416) 326-2450.

Sincerely,

Director of Employment Standards

Attachment

**APPROVAL:
AVERAGING HOURS OF WORK FOR OVERTIME PAY PURPOSES**

Under Section 22.1 of the *Employment Standards Act, 2000*

Issued to: Primary Response Inc.
9th F - 250 CONSUMERS RD
NORTH YORK ON M2J 4V6

This approval permits the employer to average an employee's hours of work over separate, non-overlapping, adjoining periods of two or more consecutive weeks up to a specified maximum averaging period (outlined below) for the purpose of determining the employee's entitlement, if any, to overtime pay. This approval only applies to an employee who has agreed (or if unionized, his/her union has agreed) in writing to have hours of work averaged in accordance with s.22(2)(a) and (3) of the Act.

The maximum number of weeks an employee's hours of work may be averaged over is the lesser of: (i) the number of weeks set out in the chart below and (ii) the number of weeks the employee (or union) has agreed to in writing.

OCCUPATION	Maximum Averaging Period
Security Guards	2 WEEKS
Mobile Guards and Supervisors	2 WEEKS
Dispatcher	2 WEEKS
APPROVAL VALID THROUGH: NOVEMBER 26, 2014	

A copy of this approval must be posted in at least one conspicuous place in every workplace of the employer where employees in respect of whom the approval applies work so that it is likely to come to the attention of the employees it applies to. The employer must keep the approval posted until it expires or is revoked, and must then remove it.

IMPORTANT INFORMATION FOR EMPLOYERS

This approval was issued based on information the employer provided. Where an employer has indicated that a special rule or exemption under the Act or its regulations regarding hours of work applies, the issuance of an approval is not a binding ruling on the application of the Act or its regulations. Such a ruling can only be made by an employment standards officer following a full investigation, by the Ontario Labour Relations Board or, ultimately the courts.

This approval does not relieve an employer from the requirement to comply with any other applicable provincial legislation that governs an employee's hours of work.

IMPORTANT INFORMATION FOR EMPLOYEES

An employee who has entered into an agreement to average hours of work over a stated number of weeks and is in an Occupational Group listed above will qualify for overtime pay if the average number of hours worked over the averaging period exceeds the applicable overtime threshold. (Unless a special rule applies, the overtime threshold is 44 hours.)

An averaging agreement cannot be cancelled until the expiry date of the agreement or the employee and employer both agree in writing to cancel it.

If the employee is not unionized, an averaging agreement must expire within two years of the date the

employee's regular rate of pay (time and a half).

The Act sets limits on an employee's hours of work. An employee is also entitled to daily, between shifts, and weekly/bi-weekly rest periods in accordance with the Act. These limits and entitlements apply even if an employer has an approval to average hours for overtime pay purposes.

For answers to questions about the Act, please contact the Employment Standards Information Centre at 416-326-7160 in Toronto or toll-free at 1-800-531-5551. Information about the Act and Fact Sheets, are also available on the Ministry's website: www.labour.gov.on.ca.

Application Served: 2012-11-19

Approval Comes into Effect: 2012-11-26

Director of Employment Standards

**APPROBATION : CALCUL DE LA MOYENNE DES HEURES DE TRAVAIL AUX FINS DE
LA RÉMUNÉRATION DES HEURES SUPPLÉMENTAIRES**

En vertu de l'article 22.1 de la Loi de 2000 sur les normes d'emploi

Délivrée à l'attention de: Primary Response Inc.
9th F - 250 CONSUMERS RD
NORTH YORK ON M2J 4V6

La présente approbation autorise l'employeur à calculer le nombre d'heures de travail d'un employé en moyenne au cours de périodes distinctes, non chevauchantes et contiguës d'au moins deux semaines consécutives si la période de calcul de la moyenne ne dépasse pas un certain nombre de semaines (précisé ci-dessous), afin d'établir le droit de l'employé à se faire rémunérer ses heures supplémentaires, le cas échéant. L'approbation ne s'applique qu'à l'employé qui a consenti (ou s'il est syndiqué, si son syndicat a consenti), par écrit, au calcul de la moyenne de ses heures de travail conformément aux paragraphes 22 (2) a) et (3) de la Loi.

La période de calcul de la moyenne ne doit pas dépasser le **moindre** des nombres suivants : (i) le nombre de semaines indiqué dans le tableau ci-dessous et (ii) le nombre de semaines auquel l'employé (ou le syndicat) a consenti par écrit.

PROFESSION	Period de calcul maximum
Security Guards	2 SEMAINES
Mobile Guards and Supervisors	2 SEMAINES
Dispatcher	2 SEMAINES
L'APPROBATION VALIDE PASSE : NOVEMBRE 26, 2014	

Une copie de l'approbation doit être affichée à au moins un endroit bien en vue de chacun des lieux de travail de l'employeur où les employés concernés travaillent afin qu'ils puissent en prendre connaissance. L'employeur doit laisser l'approbation affichée jusqu'à son expiration ou sa révocation, puis l'enlever.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYEURS

La présente approbation est délivrée en fonction des renseignements fournis par l'employeur. Si un employeur a invoqué l'application d'une règle spéciale ou d'une exemption en vertu de la Loi ou de ses règlements concernant les heures de travail, la délivrance d'une approbation ne constitue pas une décision exécutoire au sujet de l'application de la Loi ou de ses règlements. Ce genre de décision ne peut être rendue que par un agent des normes d'emploi après une enquête complète, par la Commission des relations de travail de l'Ontario ou, en dernier recours, par les tribunaux.

La présente approbation ne libère pas l'employeur de l'obligation de se conformer aux autres lois provinciales applicables qui régissent les heures de travail de l'employé.

RENSEIGNEMENTS IMPORTANTS À L'ATTENTION DES EMPLOYÉS

L'employé qui a conclu une entente de calcul de la moyenne des heures de travail pour un certain nombre de semaines et qui se trouve dans l'un des groupes professionnels énumérés ci-dessus, sera admissible à la rémunération des heures supplémentaires, si le nombre moyen d'heures de travail effectuées au cours de la période de calcul de la moyenne dépasse le seuil des heures supplémentaires applicable. (Sous réserve de l'application d'une règle spéciale, le seuil des heures supplémentaires est fixé à 44 heures.)

L'entente de calcul de la moyenne ne peut pas être annulée avant sa date d'expiration ou avant que l'employé et l'employeur y consentent tous deux par écrit.

supplémentaires. Toutefois, certains employés occupent des emplois auxquels les dispositions sur les heures supplémentaires de la *Loi sur les normes d'emploi* ne s'appliquent pas et pour lesquels le seuil des heures supplémentaires est supérieur à 44 heures par semaine. La rémunération des heures supplémentaires correspond à au moins une fois et demie le taux de salaire normal de l'employé.

La Loi limite les heures de travail des employés. Les employés ont droit à des périodes de repos quotidiennes, entre les quarts de travail et toutes les semaines/deux semaines, conformément à la Loi. Ces limites et droits s'appliquent même si l'employeur a obtenu l'approbation d'effectuer le calcul de la moyenne des heures de travail aux fins de détermination de la rémunération des heures supplémentaires.

Pour des renseignements sur la Loi, veuillez appeler le Centre d'information sur les normes d'emploi, au 416 326-7160, à Toronto, ou sans frais, au 1 800 531-5551. Des renseignements sur la Loi et les feuilles de renseignements sont également consultables sur le site Web du ministère, à www.labour.gov.on.ca.

Date de signification de la demande: 2012-11-19

Date de l'approbation: 2012-11-26

Directeur des normes d'emploi

HOW Referral for Revocation Tool

1. Are you making a referral for revocation of Hours of Work(HOW) approval?

Yes

2. Have you consulted your Regional Program Coordinator(RPC) regarding this specific referral?

Yes

3. Please Enter Employer ID

N/A

4. Please Enter the ESIS Inspection Number

70188124-4

5. Please Enter the HOW Application approval number from ESIS

60050117

6. Reasons for Referral:

Employees are working more hours than permitted under the agreement
Employees are not receiving overtime pay when required

Please enter your email address

Tanya.Cullaton@ontario.ca

Please provide the email address of your RPC

nicole.dionne@ontario.ca

1. Primary Response Inc. v. [REDACTED] (s.21) - ESA – Employer Appeal under s. 116(c) of the ESA

OLRB no. 3171-17 ES

Issues: Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

2. Primary Response Inc. v. [REDACTED] (s.21) and director of employment standard – ESA Employer Appeal under s. 116 (c) of the ESA

OLRB no. 3172-17 ES

Issues: Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

3. Primary Response Inc. v. [REDACTED] (s.21) and Director of employment Standard – ESA Employer Appeals – under s. 116(c) of the ESA

OLRB no. 3170-17 ES

Issues: Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

4. Primary Response Inc. v. [REDACTED] (s.21) and Director of employment Standard – ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 3169-17 ES

Issues : Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

5. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 3164-17-ES

Issues : Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

6. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 3161-17 ES

Issues: Orders to Pay and Notices of Contravention

Date of Appeal: February 28, 2018

7. Primary Response Inc. v [REDACTED] (s.21) - ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 3166-17 ES
 Issues : Orders to Pay and Notices of Contravention
 Date of Appeal: February 28, 2018

8. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 3162-17 ES
 Issues : Orders to Pay and Notices of Contravention
 Date of Appeal: February 28, 2018

9. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 3163-17 ES
 Issues : Orders to Pay and Notices of Contravention
 Date of Appeal: February 28, 2018

10. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 3168-17 ES
 Issues : Orders to Pay and Notices of Contravention
 Date of Appeal: February 28, 2018

11. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 3167-17 ES
 Issues Orders to Pay and Notices of Contravention
 Date of Appeal: February 28, 2018

12. Primary Response Inc. v. [REDACTED] (s.21) and Des - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 3165-17 ES
 Issues: Notice of Contravention
 Date of Appeal: February 28, 2018

13. Primary Response Inc. v. [REDACTED] (s.21) and director of employment Standards - ESA Employer Appeals -- under 116 (c) of the ESA

OLRB no. 0782-18 ES
 Issues: Notice of Contravention
 Date of Appeal: June 5, 2018

14. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 1190-18 ES
Issues: Notice of Contravention
Date of Appeal: July 11, 2018

15. Primary Response Inc. v. [REDACTED] (s.21) - ESA Employer Appeals – under 116 (c) of the ESA

OLRB no. 1191-18-ES
Issues: Notice of Contravention
Date of Appeal: July 11, 2018

16. Primary Response Inc. v. [REDACTED] (s.21) ESA – Employer Appeal under s. 116 (c) of the ESA (this file was closed, the parties reached a settlement agreement – file was adjourn Sine Die for 9 months)

OLRB no. 1075-17 ES
Issues: Notice of Contravention
Date of Appeal: July 12, 2017

This is Exhibit "C" the Affidavit of
Tanya Atherfold-Desilva, sworn
before me this 16th day of
January, 2019.



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2832-17-R**

United Food and Commercial Workers International Union, Local 333,
Applicant v **Primary Response Inc.**, Responding Party v United Steel,
Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union (United Steelworkers),
Intervenor

OLRB Case No: **2927-17-R**

United Food and Commercial Workers International Union, Local 333,
Applicant v **Primary Response Inc.**, Responding Party v United Steel,
Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union (United Steelworkers),
Intervenor

BEFORE: Matthew R. Wilson, Alternate Chair

DECISION OF THE BOARD: March 22, 2018

1. This an application for certification brought pursuant to the specified industries provisions of the *Labour Relations Act, 1995*, S.O. 1995 ch.1, (the "Act") and in particular section 15.2 of the Act. The applicant ("UFCW") has applied to represent security guards employed by Primary Response Inc. ("Primary"). Primary was recently purchased by way of the purchase of shares by Garda Canada Security Corporation ("Garda"). Garda and Primary have filed a related employer application seeking to be treated as one employer for all purposes of the Act (Board File No. 3067-17-R). The intervenor ("the United Steelworkers") has intervened asserting that it has a collective agreement with Garda that applies to employees of Primary and constitutes a bar to the application.

- 2 -

2. As set out in the Board's decision dated February 27, 2018, a hearing is scheduled for May 22, 2018.

3. A distinct issue was raised by Primary early on in the proceeding (as well as in Board File 2927-17-R). Specifically, Primary requested that the union either produce a blank copy of the membership card or that the Board provide Primary with a redacted copy of the membership card filed by Primary. The UFCW resisted the request.

4. In a decision dated February 26, 2018, the Board declined Primary's request.

5. Primary seeks reconsideration of the Board's February 26, 2018 decision.

6. The Board will consider any submissions filed by the other parties in response to the request for reconsideration. Such submissions must be filed by March 29, 2018. Primary will have until April 4, 2018 to file any reply submissions.

7. I remain seized with the distinct issue of the membership card.

"Matthew R. Wilson"
for the Board

TAB D

This is Exhibit "D" to the Affidavit of
Tanya Atherfold-Desilva, sworn
before me this 14 day of January,
2019.



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **2832-17-R**

United Food and Commercial Workers International Union, Local 333,
Applicant v **Primary Response Inc.**, Responding Party v United Steel,
Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union (United Steelworkers), United
Food and Commercial Workers Canada, Local 1006A, and G4S Secure
Solutions (Canada) Ltd., Intervenors

OLRB Case No: **2927-17-R**

United Food and Commercial Workers International Union, Local 333,
Applicant v **Primary Response Inc.**, Responding Party v United Steel,
Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union (United Steelworkers), United
Food and Commercial Workers Canada, Local 1006A, and G4S Secure
Solutions (Canada) Ltd., Intervenors

OLRB Case No: **3067-17-R**

Primary Response Inc., and Garda Canada Security Corporation,
Applicants v United Food and Commercial Workers International Union,
Local 333, and United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service Workers
International Union (United Steelworkers), Responding Parties v United
Food and Commercial Workers Canada, Local 1006A, and G4S Secure
Solutions (Canada) Ltd., Intervenors

BEFORE: Bernard Fishbein, Chair

APPEARANCES: Mike Biliski, Ernie Schirru, David Ragni, Frank Ragni,
Jeff Ketelaars and Geoff Gosselin appearing on behalf of United Food
and Commercial Workers International Union, Local 333; Sundeep
Gokhale, Emilie Albert Merin and Daniel Heath appearing on behalf of

Garda Canada Security Corporation; Robert Healey, Marty Warren, Omero Landi and Mary Lou Scott appearing on behalf of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers); Denis Ellickson and Frank Ragni appearing on behalf of United Food and Commercial Workers International Union, Local 1006A

DECISION OF THE BOARD: July 13, 2018

1. Board File Nos. 2832-17-R and 2927-17-R are applications for certification brought pursuant to the specified industries provisions of the *Labour Relations Act, 1995*, S.O. 1995, c.1, as amended (the "Act") by the United Food and Commercial Workers International Union, Local 333 ("Local 333") for certain bargaining units of employees of Primary Response Inc. ("Primary"). Board File No. 3067-17-R is an application under section 69 and 1(4) of the Act brought by Garda Canada Security Corporation ("Garda") following certain financial transactions involving Primary and Garda.

2. The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) ("USW") has bargaining relationships with Garda and was named, *inter alia*, in the section 69 and 1(4) application and intervened in the Local 333 certification applications. As well, G4S Secure Solutions (Canada) Ltd. ("G4S"), a competitor of both Garda and Primary, and United Food and Commercial Workers International Union, Local 1006A ("Local 1006") which had bargaining rights for various bargaining units of employees of Primary, sought to intervene in these proceedings, and the parties all agreed to their participation. The title of proceedings are therefore amended accordingly.

3. There is a complicated factual background to the relationships between these parties and the collective bargaining relationships between the Unions and the various parties, much broader than the specifics brought into play by the Local 333 certification applications as outlined in the Minutes of Settlement reproduced below. Although these applications may be somewhat exceptional examples, that is why, generally, to achieve a reasonable labour relations outcome the Board is equipped with broad jurisdiction under section 1(4) ("and grant such relief, by way of declaration or otherwise, as it may deem appropriate") and 69 (see, for example section 69 (4)(5)(6)).

- 3 -

4. Because of the complicated factual background here, the Board directed a Case Management Hearing on May 18, 2018 and a further one on July 6, 2018. During those two days (and periods in between and afterwards) the parties devoted extensive efforts to arrive at an overall settlement of the broad issues between them – and for this the Board commends them.

5. By Minutes of Settlement dated July 9, 2018 the parties resolved all outstanding matters as follows:

BETWEEN:

GARDA CANADA SECURITY CORPORATION

("Garda")

- and -

PRIMARY RESPONSE INC.

("Primary")

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 333

("Local 333")

- and -

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)

("USW")

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 1006A

("Local 1006")

- and -

G4S SECURE SOLUTIONS (CANADA) LTD.

("G4S")

MINUTES OF SETTLEMENT

Whereas:

1. Garda and USW are parties to a collective agreement effective from July 1, 2014 to June 30, 2018 (and remaining in effect to date) and applicable to a bargaining unit described therein as all employees of Garda in the Province of Ontario subject to certain exclusions ("**the Garda-USW Province-wide Agreement**");
2. Local 1006 is the successor union to United Food and Commercial Workers International Union, Local 206;
3. Garcia and Local 1006 are parties to a collective agreement effective from February 28, 2013 to February 27, 2017 (and remaining in effect to date) and applicable to a bargaining unit described as all security guards identified in Schedule "A" attached thereto which includes security guards on certain sites in or around Hamilton, Burlington, Guelph, Windsor, London and Toronto ("**the Garda-UFCW Regional Agreement**");
4. G4S and Local 333 are parties to a collective agreement effective from March 1, 2015 to February 28, 2018 (and remaining effective to date) applicable to a bargaining unit described therein as all security guards and other employees of G4S in the Province of Ontario subject to certain exclusions ("**the G4S-UFCW Province-wide Agreement**");
5. G4S and USW are parties to a collective agreement effective from July 1, 2014 to June 30, 2018 (and remaining effective to date) and applicable to a bargaining unit described therein as all employees of G4S in "the County of Wellington and Regional Municipality of Waterloo, the county of Frontenac, County of Lennox and Addington, City of Brockville, City of Belleville, Separated Town of Smiths Falls, employees at 130 Carlton Street, 122 St. Patrick Street, 4001 Don Mills Road in the Municipality of Metropolitan Toronto and 1 Eglinton [sic] Square in

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the City of Scarborough" subject to certain exclusions ("**the G4S-USW Regional Agreement**");

6. Primary and Local 333 are parties to a collective agreement effective from December, 2017 to November 30, 2020 and applicable to a bargaining unit described therein as "all employees employed by the Company as security guards at 13990 Dufferin Street in King City, Ontario (King Campus) and 1750 Finch Avenue East in North York (Newnham Campus)", subject to certain exclusions ("**the Primary-UFCW Regional Agreement**");
7. Effective January 15, 2018, Garda became the sole owner and operator of Primary;
8. Upon the purchase of Primary by Garda, employees of Primary (except for those already represented by Local 333) became an accretion to the bargaining unit covered by the Garda-USW Province-wide Agreement;
9. On or about January 31, 2018, Local 333 filed an application for certification concerning security guards working at a site known as Luna Vista [Board file number 2832-17-R] and the USW intervened in that application;
10. On or about February 8, 2018, Local 333 filed an application for certification concerning security guards working at a site known as Humber College [Board file number 2927-17-R] and the USW intervened in that application;
11. On or about February 22, 2018, Garda filed an application under section 69 and/or subsection 1(4) of the Act seeking, among other things, declarations that Garda and Primary are related employers that carry on business under common direction and control and that employees of Primary and Garda are covered by the province-wide bargaining rights held by USW;
12. The parties agree that the conditions precedent to a declaration of sale of business under section 69 have been met and that the Board is equipped with the authority under subsection 1(4) and/or section 69 of the Act to issue the orders necessary to give effect to these Minutes of Settlement;

13. The Board consolidated the three above described applications for hearing together and then held a Case Management Hearing;
14. The parties wish to avoid the expense of litigation, to avoid unnecessary conflict over the scope of bargaining rights, and to improve labour relations by reducing the fragmentation of bargaining rights; and
15. To that end, the parties wish to have all unionized employees of G4S represented by Local 333 and all unionized employees of Garda represented by USW;

Now therefore, the parties enter into these Minutes of Settlement on a without precedent basis:

MINUTES OF SETTLEMENT

1. G4S and Local 1006 hereby request and the other parties hereby agree that G4S and Local 1006 should be granted status as Intervenors in the above captioned applications.
2. The above recitals form part of these Minutes of Settlement.
3. These Minutes of Settlement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any counterparts may be delivered by way of facsimile transmission, and such form of execution and delivery shall constitute good and valid execution and delivery of an original, legal, valid, binding and enforceable agreement. Notwithstanding the foregoing, each party shall endeavor to deliver the other party with an original signed version of this agreement as soon as possible following execution.
4. The above captioned applications for certification are withdrawn.
5. The parties consent to the above captioned application under section 69 and/or subsection 1(4) of the Act and request that the Board declare that Garda and Primary were a single employer effective January 15, 2018.

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6. In these Minutes of Settlement, the Effective Date is defined as September 1, 2018.
7. All employees of Garcia who are currently covered by the Garda-UFCW Regional Agreement will be covered by the Garda-USW Province-Wide Agreement and any renewals thereof commencing on the Effective Date.
8. The parties request the Board declare, pursuant to section 58(3) of the *Labour Relations Act, 1995* that the Primary-UFCW Regional Agreement expires as of the date of the Decision of the Board as set out below.
9. All employees of Garda who are currently represented by Local 333 will be covered by the Garda-USW Province-Wide Agreement and any renewals thereof commencing on the Effective Date. For clarity, this includes but is not limited to employees currently covered by the Primary-UFCW Regional Agreement.
10. All employees of G4S who are currently covered by the G4S-USW Regional Agreement will be covered by the G4S-UFCW Province-wide Agreement and any renewals thereof commencing on the Effective Date.
11. Commencing on the Effective Date, the bargaining rights of Local 1006 and Local 333 will be deemed to be extinguished with respect to any employees of Garda, including but not limited to bargaining rights pursuant to the Garda- UFCW Regional Agreement and the Primary-UFCW Regional Agreement.
12. Commencing on the Effective Date, the bargaining rights of USW will be deemed to be extinguished with respect to any employees of G4S, including but not limited to bargaining rights pursuant to the G4S-USW Regional Agreement.
13. The Garda-UFCW Regional Agreement, the G4S-USW Regional Agreement, and the Primary-UFCW Regional Agreement will not be renewed as bargaining rights will be extinguished.
14. Commencing the Effective Date, Article 2.02(e) of the Garda-USW Province- Wide Agreement is null and void and not enforceable. For clarity, Article 2.02 (e) currently provides that:

Garda Canada Security Corporation (hereinafter "the Employer") recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) (hereinafter "the Union") as the exclusive bargaining agent for all employees in the Province of Ontario save and except:

- (e) All employees represented as of the date of this Collective Agreement by the United Food and Commercial Workers International Union (hereinafter "the UFCW") pursuant to a valid Collective Agreement with the Employer;

15. Commencing the Effective Date, the following phrase in Article 2.01 (a) in the G4S-UFCW Province-Wide Agreement is null and void and not enforceable: "those persons in the bargaining units for which any other trade union held bargaining rights with the Company as June 20, 19.94." For clarity, Article 2.01 currently provides that:

The Company recognizes the Union as the sole and exclusive bargaining agent for all security guards ... save and except ... those persons in the bargaining units for which any other trade union held bargaining rights with the Company as June 20, 1994.

16. Nothing in these Minutes of Settlement alters the Memorandum of Agreement dated December 22, 2017 and signed by Garcia and USW with respect to the purchase of Primary by Garda.
17. As soon as practicable and in any event at least two weeks prior to the Effective Date, Garcia and G4S will notify all of their respective employees whose bargaining agent will change as a result of these Minutes of Settlement of the terms of these Minutes of Settlement. The USW will have the opportunity to review and approve the form and content of such notice given by Garcia. Local 333 will have the opportunity to review and approve the form and content of such notice given by G4S.
18. Employees whose bargaining agent changes as a result of these Minutes of Settlement shall:
- a. have the right to claim the benefit of their

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continuous service at their site and/or with their respective employer under the terms of the collective agreement which will apply to them as of the Effective Date;

- b. as of the Effective Date immediately become eligible, without any waiting period, for benefits provided under the collective agreement which will apply to them as of the Effective Date; and
- c. shall be subject to no reduction in wages. Any employee whose wages would be reduced as a result of a change in bargaining agent shall be "red-circled" such that they will receive either:
 - i. the wages which they received immediately before the Effective Date; or
 - ii. the wages under the terms of the collective agreement applicable to them as of the Effective Date,

whichever is greater and/or most favourable to the employee.

Wage increases for the period March 1, 2017 to December 31, 2017 for all employees in the Garda-UFCW Regional Agreement will be paid as a lump sum of \$300.00 to each employee employed as of July 6, 2018 who was also employed on March 1, 2017. The lump sum shall be paid forthwith. USW and Garda agree that the employees being transferred from the UFCW will not be eligible for any payment with respect to grievances 01-12-2018-G and 01-28- 2018-G.

- 19. Employees of G4S who become members of Local 333 on the Effective Date will cease to accumulate service credits under the Steelworker Members' Pension Benefit Plan. Otherwise, nothing in these Minutes of Settlements alters those employees' rights under that pension plan and/or pursuant to applicable statutes.
- 20. By no later than July 20, 2018, Garda and G4S will each pay the amount of \$27,000.00 to the Steelworkers' Benefit Plan. This amount includes any tax consequences of making such payment. The payments will be by cheques delivered to: Legal Department, Canadian National Office, United

- 10 -

Steelworkers, 800-234 Eglinton Avenue East, Toronto
M4P1K7 - Attention: Robert Healey.

21. Local 1006 and Local 333 confirm that they have the authority to bind the United Food and Ontario UFCW Health & Welfare Fund to these Minutes of Settlement and that the UFCW is bound by these Minutes of Settlement and that neither the UFCW nor any local or other subordinate body of the UFCW will take any action contrary to these Minutes of Settlement.
22. The USW confirms that it has the authority to bind its Local Unions, including but not limited to Local Unions 5296 and 9597, and the Steelworkers' Benefit Plan are bound by these Minutes of Settlement and that neither the USW nor any Local Union or other subordinate body of the USW will take any action contrary to these Minutes of Settlement.
23. Garda and G4S recognize and affirm that the UFCW and USW may enforce the right to recover dues and payments which became payable prior to the Effective Date to the applicable union under the former collective agreement, including union dues, initiation fees, medical benefits remittances, education, health and welfare remittances, and Local 206 membership fund payments.
24. Garda recognizes and affirms that Local 1006 has carriage of grievances filed under the Garda-UFCW Regional Agreement prior to the date of these Minutes of Settlement. Garda recognizes that, as of the Effective Date, the USW is a successor union to Local 1006 and has carriage to enforce grievances filed by Local 1006 on or after the date of these Minutes of Settlement.
25. Garda recognizes and affirms that Local 333 has carriage of grievances filed under the Primary-UFCW Regional Agreement prior to the date of these Minutes of Settlement. Garda recognizes that, as of the Effective Date, the USW is a successor union to Local 333 and has carriage to enforce grievances filed by Local 333 on or after the date of these Minutes of Settlement.
26. G4S recognizes and affirms that the USW has carriage of grievances filed under the G4S-USW Regional Agreement prior to the date of these Minutes of Settlement. G4S recognizes that, as of the Effective

- 11 -

Date, Local 333 is a successor union to the USW and has carriage to enforce grievances filed by the USW on or after the date of these Minutes of Settlement.

27. USW, Local 1006 and Local 333 recognize and affirm that nothing in these Minutes of Settlement derogates from their obligations to fairly represent union members as required under the Act.
28. The parties agree that the Board has the jurisdiction to put these Minutes of Settlement into a Decision of the Board and to declare that the terms of these Minutes of Settlement are enforceable as orders of the Board. The parties request that the Board do so.
29. These Minutes of Settlement are a settlement of a proceeding under the Act and are enforceable under section 96(7) of the Act.

6. In the circumstances of these cases, and upon the agreement of the parties, the Board issues and makes all of the agreed upon declarations and orders.

"Bernard Fishbein"
for the Board

TAB E

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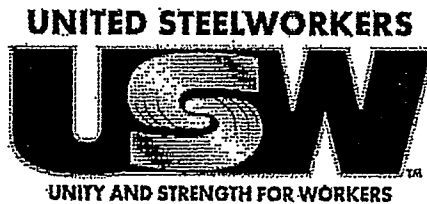
COLLECTIVE AGREEMENT

- Between -

GARDA CANADA SECURITY CORPORATION

- And -

This is Exhibit "E" to the Affidavit of Tanya Atherfold-Desilva, sworn before me this 14 day of January, 2019.



Helen Falbo, a Commissioner, etc.,
Province of Ontario, for Goldblatt
Partners LLP, Barristers and Solicitors.
Expires November 10, 2021.

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

On behalf of its Local Union 2020, 5296, 9597

July 1, 2014 to June 30, 2018

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01** Recognizing that stable, effective operations contribute to providing quality security services to clients and that the welfare of the Employer and that of its employees depends on the welfare of the business as a whole and recognizing further that a relationship of goodwill and mutual respect between the Employer and employees can contribute greatly to the maintenance and increase of that welfare, the Parties to this contract join together in the following Agreement..
- 1.02** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide the mechanism for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.
- 1.03** Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that FEMININE GENDER is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.04** Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and wherever the plural gender is applicable.
- 1.05** The Union acknowledges that the Employer and employees are required to comply with the Private Security and Investigative Services Act, 2005.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01** Garda Canada Security Corporation (hereinafter "the Employer") recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) (hereinafter "the Union") as the exclusive bargaining agent for all employees in the Province of Ontario save and except:
- (a) Supervisors and persons above the rank of Supervisor;
 - (b) Client Service Representatives;
 - (c) Private Investigators licensed as such pursuant to the laws of Ontario;

- (d) Office, clerical and sales staff;
 - (e) All employees represented as of the date of this Collective Agreement by the United Food and Commercial Workers International Union (hereinafter "the UFCW") pursuant to a valid current Collective Agreement with the Employer;
- 2.02**
- (a) The Parties agree that "supervisor" is deemed to include Site Supervisor, Shift Supervisor, Mobile Patrol Supervisors, Field Supervisors, Dispatcher and other persons who exercise managerial functions within the meaning of section 1(3) of the Labour Relations Act, R.S.O. 1990, c.L.2, as amended.
 - (b) Positions created by the employer shall automatically be included in the bargaining unit unless specifically excluded pursuant to Article 2.01 a, b, c, d and e.
- 2.03** The Parties agree that only employees who are in the bargaining unit will perform bargaining unit work except:
- (a) as otherwise provided in this Agreement;
 - (b) for the purpose of instruction; and/or
 - (c) as an ancillary part of their function, security guard work only:
 - (i) at sites at which only patrol and inspection checks are required;
 - (ii) in cases of emergency, such as flood or fire or another similar reason; or
 - (iii) in other circumstances for not more than three (3) consecutive hours or ending as soon as possible thereafter.
- 2.04**
- (a) Without limiting the generality of the foregoing and subject to this Article, all employees assigned to provide service pursuant to client contracts executed by the Employer after the date of this Collective Agreement will be members of the bargaining unit covered by this Collective Agreement.

- (b) Without limiting the generality of the foregoing and subject to this Article, it is agreed that, in the event that the Employer ceases to provide service pursuant to the client contract with the respect to any site at which its employees are currently represented by the UFCW and the Employer subsequently resumes providing service at such a site, employees assigned to the site will be members of the bargaining unit covered by this Collective Agreement.
- (c) The sole exceptions to the foregoing paragraphs shall be with respect to employees assigned to provide service pursuant to client contracts which are executed by the Employer after the date of this Collective Agreement and which pertain to services at sites in the City of Hamilton, the City of Guelph or the City of Windsor. With respect to these employees, the Employer has the sole discretion to recognize them as member of either the bargaining unit covered by this Collective Agreement or a bargaining unit represented by the UFCW.

Notwithstanding paragraph (c) above, it is agreed that for the City of Hamilton, the City of Guelph and the City of Windsor, in the event that the Employer ceases to provide service pursuant to the client contract with respect to any site at which its employees are currently represented by the USW, and the Employer subsequently resumes providing service at such site, employees assigned to the site will be members of the bargaining unit covered by this Collective Agreement.

CONTRACTING OUT

- 2.05** The Employer agrees not to contract out any bargaining unit work except in cases where contracting out would not result in the loss of any bargaining unit jobs, in the failure to recall an employee on the recall list with respect to a site within a forty (40) kilometer radius of the previous site or to the employee's residence whichever is closest of the laid-off employee, nor in the loss of any hours regularly worked by employees in the bargaining unit immediately prior to the time of the contracting out.

EMPLOYEES OBLIGATIONS

- 2.06** The Union and its members acknowledge its obligation under the Ontario Labour Relations Act to continue to work and perform their duties faithfully as assigned to them, impartially and without regard to union or non-union affiliation of any

person at the sites where the United Steelworkers are the official bargaining agent for any employees at that site and any future sites and in particular during a strike by the Employer's client's employees.

2.07 Any violation of Article 2.06 may result in discipline up to and including discharge.

SPECIAL EVENTS

2.08 For the purposes of this Agreement, "special events" are defined as:

- (a) contracts between the Employer and a client to provide services for a period of not more than sixty (60) calendar days and may include seasonal, sport, cultural, educational and commercial events, exhibitions, trade shows, fairs and political conventions; or
- (b) contracts between the Employer and a client to provide services during a strike by a client's employees.

STRIKES AND LOCKOUTS

2.09 In the event of a strike or a lockout at a client's site involving the client's employees, Security Officers assigned to the site shall be paid at the highest client-dictated rate, if applicable, for no more than the duration of the strike, where possible and subject to client approval.

2.10 Security Officers displaced as a result of a strike or a lockout at a client's site involving the client's employees, will be placed in accordance with Article 12 at the nearest geographical site and shall have their wage rate maintained or they shall be paid at the wage rate of the specific site to which they are assigned, if higher. It is further understood that the affected employees will be returned to their original site when the labour dispute is over.

ARTICLE 3 - NO STRIKE OR LOCKOUTS

3.01 The Employer agrees that, during the term of this Agreement or any extension thereof, it will not cause or direct any lockouts of its employees and the Union agrees that during the lifetime of this Agreement or any extension thereof, there

will be no strike, picketing, slowdown or stoppage of work, either complete or partial.

- 3.02** It is understood and agreed that employees covered by this Agreement shall not honour any picket lines at any locations for which the Employer provides security services. The Union and its members acknowledge its obligations under the Ontario Labour Relations Act to continue to work and perform their duties and discharge them faithfully during a strike by the employees of the Employer's clients.

ARTICLE 4 - RELATIONSHIP

- 4.01** The Employer and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, sexual orientation, creed, religion, colour, age, national origin or gender identity.
- 4.02** The Employer and Union agree to observe the provision of the Ontario Human Rights Code, R.S.O. 1990, ch.19, as amended and where applicable, the Canadian Human Rights Act.
- 4.03** The Employer agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its lawful activities.

RESPECTFUL WORK ENVIRONMENT

- 4.04** The Parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).

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

Thereafter, the Parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within seventeen (17) days of the filing of the complaint.

Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.

A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

ARTICLE 5 - ANTI-SEXUAL & ANTI-RACIAL HARASSMENT

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

5.02 For the purposes of the Article, "sexual harassment" includes:

- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (d) repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

5.03 For the purposes of this clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or actions by the Employer, supervisor, or a co-worker in the bargaining unit, which disrespects or

causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin, ethnic origin or gender identity.

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

Thereafter, the Parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within seventeen (17) days of the filing of the complaint.

Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.

A failure on the part of the Union to make itself reasonably available shall not prevent or impede an investigation by the Employer.

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

- (a) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
- (b) that any employee who is found to have engaged in sexual or racial harassment conduct be reassigned to another location or time of work without regard to the respondent's seniority.

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

EMPLOYMENT EQUITY

5.06 The Union and the Employer agree to work together in following the Principles of Employment Equity, that all people regardless of race, religion, sex, sexual

orientation, aboriginal status or disability are entitled to equal employment opportunities.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as limited by the provision of the Agreement and without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) to maintain order, discipline, efficiency and in connection therewith to establish reasonable rules and regulations, enforce and alter from time to time rules and regulations to be observed by the employees. Recognizing that rules and regulations will change from time to time, given the needs of the business, the Employer will apprise and discuss with the Union any such changes;
- (b) to select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, establish qualification, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has been dismissed or otherwise disciplined without just cause may be subject of a grievance under Articles 9 and 10 of this Agreement. All other matters not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer;
- (c) generally to operate and manage its business in all respects and in accordance with its discretion, commitments, obligations and responsibilities. The right to determine the number of employees required from time to time, determine the kind of operations, the methods of execution, to decide on expansion, cutbacks, or the termination of operations in compliance with the provisions of the Agreement, the content of jobs, the standards or performance, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Employer's operations not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Employer.

6.02 The Employer agrees that in the exercise of these rights it shall at all times be governed by the terms of this Agreement.

6.03 The Union acknowledges that the Employer and the employees are required to comply with the Private Investigators and Security Guards Act of Ontario, 2005, as amended from time to time.

ARTICLE 7 - UNION SECURITY

- 7.01** It shall be a condition of employment that every employee become a member of the Union in good standing. Every new, rehired and recalled employee must become a member of the Union on the date of hire, rehire or recall.
- 7.02** The Employer shall deduct Union dues including where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 7.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1. A copy of the Dues Remittance Form R-115 will also be sent to any email provided by the United Steelworkers.
- 7.04** The remittance and the R-115 Form shall be accompanied by a statement containing the following information:
- (a)** A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
 - (b)** A list of the names of all employees from whom no deductions have been made.
 - (c)** This information shall be sent to both Union addresses in such form as shall be directed by the Union to the Employer.
- 7.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any action taken by the Employer in compliance with this Article. Where an error results in the employee being in

arrears for the amount of dues deductions, the arrears shall be debt owed by the employee to the Union. Where, however, the employee owing such a debt remains in the employ of the Employer, recovery is to be made by deducting one additional deduction each two (2) week pay period in an amount not to exceed the established pay period deduction until arrears are recovered in full. Where an error results in the over-deduction of dues, the Employer shall have no liability to the Union or the employee for such an error.

- 7.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues, charitable deductions paid by each employee during the previous year.

ARTICLE 8 - UNION REPRESENTATION

- 8.01** The Employer acknowledges the right of the Union to appoint or otherwise select stewards and other authorized Union representatives for the purpose of representing employees in the handling of complaints and grievances.
- 8.02** The Employer agrees to meet with by appointment, the Union's authorized representatives, stewards and officers to discuss and settle any current grievance or complaint.
- 8.03** The authorized Union representatives, stewards and officers shall be recognized as the official representatives of the employees.
- 8.04** The Union shall inform the Employer in writing of the names of the authorized stewards and officers and the Employer will not be obligated to recognize such stewards and officers until it has been so notified.
- 8.05** Subject to operational requirements and with prior management approval, stewards, authorized representatives and officers shall be granted reasonable time during working hours to perform their duties without loss of pay. Such granting shall not be unreasonably withheld.
- 8.06** If an authorized representative, who is not employed by the Employer, wants to speak to Local Union representatives and/or a Union member about a grievance or other official business, he shall advise the Account Manager or his designated representative, who shall then call the Local Union representative to an

appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with normal operations.

UNION LEAVE

- 8.07** Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union shall be entitled to a Leave of Absence for the period during which they are performing their duties. A request will be made in writing to the Account Manager at least ten (10) calendar days before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.
- 8.08** Employees taking leave of absence under this Article shall have the right at any time on giving ten (10) calendar days' notice to return to their previous position at their previous work site or to such other position or site to which they may be entitled by reason of seniority in accordance with Article 12 of this Agreement.
- 8.09** Subject to operational requirements, the Employer shall grant leave to the Union's delegates or to employees designated by the Union to attend meetings and conferences of the Union under the following conditions:
- (a) that there has been a written request from the Union to this end, stating the names of the Union delegates for whom this leave was requested, the date, duration and purpose of the leave;
 - (b) that such request was made at least ten (10) calendar days in advance; and
 - (c) the granting of such leave will not result in the Employer having to pay overtime. It is understood that the Employer will make reasonable attempts to cover work by non-overtime assignments and with employees who have received training for the site.
 - (d) leave of absences shall be deemed approved where the Employer has not responded to the Union within five (5) working days of the submission of requests under (b) above.

- 8.10 The Employer agrees to recognize, deal with, and grant leaves of absence to a Negotiating Committee along with representatives of the Union for the purposes of negotiations.
- 8.11 The Union shall endeavour to notify the Employer in writing of the names of the employees on the Negotiating Committee and the dates requested no later than fifteen (15) days in advance of such leave taking place.
- 8.12 Employees taking leave of absence pursuant to Articles 8.07 and 8.09 shall be paid in accordance with Article 19.04 of this Agreement.
- 8.13 An employee who is absent under Article 8 shall continue to accumulate his seniority during his absence. Employees on Union leave pursuant to Article 8 shall also retain the right to post for and be awarded any positions that become available during current said leave. Should the employee be awarded the position prior to the leave ending, the Employer may fill the posting as a temporary assignment.
- 8.14 The Union shall decide on the number of stewards to be appointed or otherwise selected provided that the ratio of stewards to employees shall not exceed one (1) to twenty-five (25) or greater proportion thereof.
- 8.15 Each steward must be an employee of the particular Employer to which he refers labour relations matters, concerns, grievances or disputes on behalf of one or more employee of the Employer. It is further understood by the Parties that Union Officers (excluding stewards) and/or Local Union Executive regardless of their employers may on occasion where required handle the above-noted matters.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that an employee has no complaint or grievance until he has first given his Account Manager an opportunity to adjust the complaint.

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

STEP ONE

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

STEP TWO

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

- 9.04** The Account Manager shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor first became aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered directory and not mandatory.
- 9.05** If final settlement of the grievance is not reached at Step Two, the grievance may be referred in writing by either Party to Arbitration as provided in Article 11 at any time within thirty (30) calendar days after the decision is received under Step Two.

- 9.06 Employer grievances will be submitted directly to the servicing Staff Representative in the respective area.
- 9.07 All time limits in this Article may be extended by mutual agreement of the Parties.
- 9.08 The Union agrees that all correspondence from the Union shall be on official letterhead.
- 9.09 All Policy grievances shall be submitted to the Vice-President, Human Resources at Step Two and all Group grievances shall be submitted to the Area Vice-President at Step Two within the time limits contained in Article 9.03.
- 9.10 If final settlement of the grievance is not reached at Step Two, the grievance may be referred in writing by either Party to Arbitration as provided in Article 11 - Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Two.
- 9.11 For any grievance of a continuous nature, the Employer's liability shall be limited to thirty (30) calendar days prior to filing of the grievance, provided that the Union has received notice pursuant to Article 28.01.
- 9.12 Prior to a grievance being scheduled or presented for arbitration, either party may request a pre-arbitration meeting. This meeting may be attended by the grievor, grievance committee and the Staff Representative of the Union.
- 9.13 Where stewards are required to attend meetings with the Employer outside of his regular hours of work, such time spent shall be considered time worked. For the purposes of this Article, call-in pay provisions in this Agreement shall not apply.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance. Such a grievance shall be submitted in writing to the Employer at Step Two within ten (10) working days after the employee receives notice that he has ceased to work for the Employer

or has been notified of the suspension, as the case may be. Notwithstanding the time limits contained in Article 9.03 Step Two, the Parties will meet in an attempt to resolve the grievance within five (5) working days of said grievance being filed at Step Two.

- 10.02** It is understood that an employee has the right to Union representation by a shop steward or other Union Officer when discipline is given. The Employer shall send a copy of any written discipline to the Union. Should the Employer fail to provide a copy of the discipline, the timelines found in Article 9.03 shall be waived.
- 10.03** All disciplinary notices on an employee's record shall be removed after fifteen (15) months.
- 10.04** A claim of suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee with full seniority and compensation for lost time, or by any other arrangements as to compensation or reinstatement which is just and equitable in the opinion of the conferring Parties, or in the opinion of the arbitrator. An arbitrator hearing a disciplinary grievance shall not have the authority to order that an employee lose his seniority.
- 10.05** It is clearly understood between the Parties that Probationary Employees may be discharged for reasons less serious in nature than employees having attained proper seniority standing. An employee shall be granted access to his personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union Officer or Union Staff Representative.

ARTICLE 11 - ARBITRATION

- 11.01** When either Party to the Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other Party to the Agreement.
- 11.02** The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.
- 11.03** When either Party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If, within five (5) working days, none of the proposed

arbitrators are acceptable to the other Party, they shall propose three (3) other arbitrators. If an acceptable arbitrator is not agreed upon (within ten (10) working days), the Parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

11.04 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will jointly bear the expenses of the arbitrator on an equal basis.

11.05 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.

11.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.07 The decision of the arbitrator shall be final and binding on the Parties.

ARTICLE 12 - SENIORITY

12.01 (a) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in the cases of vacancy, layoff and recall after layoff, the senior employee, as defined in this Agreement, shall be entitled to preference in accordance with this Article.

(b) In recognition, however, the responsibility of the Employer for the efficient operation of the Employer's business, it is understood and agreed that in all cases referred to in paragraph (a) above, management shall have the right to pass over any employee if it is established, by the Employer, that the employee, after a reasonable period of on-site training if required, could not fulfill the requirements of the job or would not possess the necessary qualifications to fulfill the requirements of the job.

12.02 For the purposes of this Agreement, the following definitions shall apply:

- (a) a "part-time employee" is one who regularly works twenty-four (24) hours per week or less, unless otherwise provided for in this Agreement;
- (b) a "full-time employee" is one who regularly works more than twenty-four (24) hours per week;
- (c) a "floater" is an employee who is not assigned to a posted job and who must be available to:
 - (i) replace employees who are absent;
 - (ii) work special events as defined herein;
 - (iii) temporarily fill vacancies pending posting procedures.
- (d) in sub-paragraph (a) and (b) above, the number of hours which an employee "regularly works" shall be the average number of hours worked in the previous thirteen (13) week period, which period shall not include weeks not worked due to sickness or an approved leave of absence. Employees identified above shall acquire seniority as provided in section 12.05 of this Article.

ENTITLEMENT TO SENIORITY

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

PROBATIONARY EMPLOYEES

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

12.05 (a) Seniority is the total of:

- (i) length of continuous service since the last date of hire for full-time employment with the Employer, and measured in years, weeks and days; and

- (ii) 50% of the length of continuous service worked since the last date of hire for part-time and floater employees of the Employer, as expressed in years, weeks and days, as applicable, provided that there were no breaks in service between periods described in (i) and (ii) respectively.
- (b) In the event that records are unavailable to determine the hours worked by part-time employees prior to the coming into force of this Agreement, the affected employees will be credited with fifty percent (50%) of their continuous service since last date of hire with the Employer, measured in years, weeks and days.
- (c) Seniority shall be acquired once the employee has attained seniority status in accordance with Article 12.03 and it shall be retroactive to his first day of work.

12.06 Where the Employer is awarded a contract for the performance of security guard services at a site where, immediately prior to such award, individuals were performing substantial similar security guard services ("the incumbent employees") and the incumbent employees are unionized with the Union, the employees working at that site including any employees on leave of absence will be deemed hired and consequently, the Employer shall become the successor Employer, unless one of the following situations occurs:

- (a) the incumbent employee's job duties were not primarily at that site during the thirteen (13) weeks before the Employer takes over;
- (b) the incumbent employee is temporarily away and his duties were not primarily at that site during the last thirteen (13) weeks when he worked;
- (c) the incumbent employee has not worked at that site for at least thirteen (13) weeks of the twenty-six (26) weeks before the Employer takes over the contract. The twenty-six (26) week period is extended by any period where services were temporarily suspended or where the employee was on a pregnancy/parental leave pursuant to the provisions of the Employment Standards Act, 2000, as amended from time to time.

12.07 Where the incumbent employees are not unionized with the Union, the employees shall not be deemed hired and will only fall under the provisions of the Collective Agreement when such employees are hired by the Employer.

12.08 In the event that the Employer acquired a site either through acquisition of a company or through entering into a client contract, an employee working at that site and hired by the Employer shall be credited with:

- (i) seniority acquired during continuous service directly with the previous employer, or
- (ii) where subparagraph (i) results in a seniority date more recent than June 4, 1992, and where the employee has continuously worked at the site for any previous employer since June 4, 1992 or before, then the employee shall be credited with seniority commencing June 4, 1992.

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

PREFERENTIAL SENIORITY

12.10 (a) "Union Officers" shall include: President, Chairpersons, Vice-President, Recording Secretary, Treasurer, Financial Secretary, Certified Health and Safety Representatives, Workplace Safety and Insurance Board Representatives and Stewards.

(b) In the event of a layoff, Union Officers shall be deemed to have the greatest seniority.

LOSS OF SENIORITY AND EMPLOYMENT

12.11 An employee shall cease to have seniority rights and Employee status with the Employer and shall be terminated for all purposes for any one of the following reasons:

(a) if the employee voluntarily quits;

- (b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) if the employee is laid-off and fails to return without reasonable excuse within five (5) work days after he has been notified to do so by the Employer by registered mail to his last known address (a copy of such notice shall be sent to the Union), and by personal contact by the Employer. The employee shall keep the Employer informed of his current address. The employee shall be deemed to have received notice to return to work if the Employer sends him such notice by registered mail or priority post;
- (d) if the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months or the length of his seniority whichever is the shorter;
- (e) in the case of floaters or part-time employees as defined in this Agreement, if the employee has not worked one (1) shift in a period of two (2) or more consecutive months;
- (f) absence from work for three (3) or more working days without notice and without reasonable excuse;
- (g) if an employee uses a leave of absence for reasons other than that for which the leave was granted;
- (h) if an employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence;
- (i) notwithstanding Article 12.13, any absence of more than twenty-four (24) months, where there is no reasonable likelihood of return to work;
- (j) if the employee refuses to work two (2) shifts within thirty (30) consecutive days without a reasonable excuse.

12.12 Employment and seniority shall be maintained and accumulated until it is lost under Article 12.11 above.

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

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

If the employee can demonstrate that the failure to renew was for reason beyond their control, the employee will be granted a leave of absence for a period of up to six (6) months and will be returned to their previous position, if available (meaning there continues to be a valid contract for services at the site), upon license renewal.

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

SENIORITY LISTS AND EMPLOYEE LISTS

12.14 (a) For the purpose of this Agreement:

- (i) a "seniority list" is a list including employee name, amount of seniority measured in accordance with this Agreement, full-time or part-time status or floater status; and
- (ii) an "employee list" is a list which, in addition to the information contained on a seniority list, includes for each employee - address, postal code, home telephone number, including area code, Social Insurance Number, and classification where such exists. It is the employee's responsibility to inform, in writing, the Employer and the Union of his address, postal code, home and/or cell phone number including area code, and Social Insurance Number. An employee list will be submitted in alphabetical order by surname.

- (b) All seniority list and employee lists shall be updated February 1, June 1 and October 1 of each year, by the Employer and each updated list up to a maximum of one (1) copy per Union Office, shall be promptly:
 - (i) sent by e-mail to the Union Officers or representatives as designated by the Union;
 - (ii) only seniority lists be made available to employees covered by this Agreement on the request of such employees attending at Employer offices during regular business hours; and
 - (iii) made available to a Union representative at any time after making an appointment with the Employer.
- (c) All seniority and employee lists shall be submitted electronically in an Excel formatted spreadsheet. In addition, the Employer shall provide the Union with a complete monthly lists of newly-hired and terminated employees, including contact information, electronically in an excel formatted spreadsheet.

12.15 The seniority list may be corrected at any time upon the written request of an employee, addressed to the Employer and the Union. If the Employer and Union agree to correct the seniority lists, or if through an arbitration award the seniority lists are corrected at an employee's request, the correction shall be effective only from the date of the Agreement or the arbitration award.

LAYOFF

- 12.16 (a)** Subject to the Employer's right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Employer shall first determine the site and number of positions to be affected. The Employer shall then issue notice of layoff and a record of employment with recall rights no later than two (2) weeks after the current pay cycle following the layoff to the employee(s) at the affected site and such employee(s) shall hereinafter be referred to as the "surplus employee(s)".
- (b) All displacement rights under this Agreement are subject to the condition that the employee exercising those rights can fulfill the requirements of

the job into which he seeks to move and possesses the necessary qualifications to fulfil the requirements of that job.

- (c) When an employee has been declared surplus within the meaning of paragraph (a) or where there is a layoff due to a loss of a site, the Employer shall identify the three (3) employees with the least general seniority:
- who have less general seniority than the surplus or laid-off employee;
 - who work at a site within a forty (40) kilometre radius of the site or home, whichever is closer, of the surplus or laid-off employee and who have reasonable access to public transportation or who have access to other suitable transportation;
 - whose actual wage rate is the same as, higher than, or as close as possible to that of the surplus or laid-off; and
 - whose number of regular hours of work per week are the same as, or as close as possible to that of the surplus employee.
- (d) An employee displaced as a result of the exercise of rights under paragraph (c) by a surplus or laid-off employee shall be entitled to exercise displacement rights under paragraph (c). However, no subsequently displaced employee shall be entitled to displacement rights.

NOTICE OF LAYOFF

- 12.17 (a)** An employee who has finished his probationary period shall be given notice in advance of the date of layoff or pay in lieu thereof.
- (b)** Whenever practicable notice shall be one (1) week for employees with less than two (2) years continuous service and two (2) weeks for employees with two (2) or more years of continuous service.
- (c)** Notice of layoff shall be hand delivered to the affected employee (and shall be made to provide a copy to the Local Union office by facsimile or email, as soon as practicably possible) unless such employee is not at work when notice is to be given in which case notice shall be delivered by

registered mail. However, the Parties agree that in some locations, due to geographical distances, hand delivery of such notice will not be practicable. In those locations, notice of layoff will be sent by registered mail or email.

VACANT OR NEWLY-CREATED POSITIONS DEFINITION

- 12.18 (a)** For the purposes of this Agreement, a vacancy shall be defined as a bargaining unit job which has not been posted and filled in accordance with this Article, including but not restricted to vacancies due to promotion and demotion. A job shall not be considered vacant if that job is created pursuant to a contract for services to be provided for a period of less than forty-five (45) calendar days. Notwithstanding anything to the contrary in this Agreement, a special event as defined in this Agreement shall be not considered a vacant job and therefore shall not be posted.

NOTICE OF VACANCIES

- (b) (i)** All vacancies or newly-created positions for contracts of over forty-five (45) calendar days will be posted (in locations agreed to by the Parties) immediately upon the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy. Job postings must show the actual wage rate and any other benefits and/or premiums.
- (ii)** In addition to the above, each Branch Office of the Employer shall provide emailed postings as soon as possible to the respective Local Union Officers so that employees wishing to contact the Local Union at its toll free telephone numbers may do so. In so doing, the Employer shall not be responsible for any information being conveyed to employees by the Union with respect to said postings. Employees are encouraged to contact the Employer directly with their requests. The Employer shall provide a telephone job listing of all current job vacancies.

POSTING FOR VACANCIES

- (c)** Employees desiring consideration in the filling of a vacancy shall signify their desire by:

- (i) attending at the office of the Employer and signing a posting book maintained by the Employer for this purpose; or
- (ii) by sending a letter to the Employer by registered mail or email. To be effective, the letter must be received before the expiry of the posting period.

METHOD OF FILLING VACANCIES

- (d) The job vacancy shall be filled in accordance with the provisions of Article 12.01.

SICKNESS OR ACCIDENT

- (e) An employee's job shall not be considered vacant if the employee is absent from work because of sickness, accident or leave of absence and in such cases, the Employer will fill the open post at its sole discretion during the period of absence.

POSTING OF TEMPORARY ASSIGNMENT

- (f) Notwithstanding paragraph (e), where the Employer is advised in writing that an employee is to be absent from work because of sickness, accident, or leave of absence for more than twenty (20) calendar days, the job shall be posted as a temporary assignment and the provisions of this Article shall apply. Upon completion of the temporary assignment, the employee shall return to his former job. For the purposes of this provision, (i) below shall not apply.
- (g) For the purposes of paragraph (f), a leave of absence may be granted for reasons which may include:
 - (i) to permit an employee to temporarily transfer to a position outside of the bargaining unit for a period of no more than six (6) months; and
 - (ii) to permit an employee to fill a vacancy, which has been posted in accordance with this Article and which involved work for a client during a strike by the client's employees, for a period of no more than six (6) months.

NOTICE OF SUCCESSFUL APPLICANT

- (h) The Employer shall post (in locations agreed to by the Parties) the name of the successful applicant not later than five (5) working days following expiration of the posting period with a copy to the Local Union.
- (i) It is agreed that the successful applicant for a permanent job shall not be permitted to re-apply for another job for a period of six (6) months. This six (6) months waiting period would be waived if another vacancy deemed a promotion occurs at the same time. For the purposes of this clause, "promotion" shall be defined as a move from part-time to full-time or a change in shift provided it does not require additional training.

SUBSEQUENT VACANCIES

- (j) The job posting procedure provided for herein shall apply to the original vacancy and the subsequent vacancy created by the filling of the original vacancy.
- (k) The Employer may fill vacancies created following the exhaustion of the above provisions by transferring an employee to the vacancy but only with the consent of such employee. However, where no employee consents to such transfer the Employer shall have the right to assign the employee with the least seniority who works at a site within forty (40) kilometer radius of the vacancy. No employee shall suffer a loss of pay as a result of such transfer.

SPECIAL ASSIGNMENT LIST

- (l) Through the use of a list, with a copy to the Union, which may be signed by employees interested in assignments to other sites, where the Employer has the right to appoint or hire pursuant to Article 2.08 (Special Events) or Article 12.18 (e), (f) the Employer undertakes to make reasonable efforts to temporarily transfer an employee to such assignments before filling such assignments with a new hire. Such employee will be entitled to return to his former job and (i) above shall have no force or effect. All temporary transfers will be in accordance with Article 12.01. In the event of a temporary transfer as defined in this Article or where temporary posting results in unnecessary unbilled time/training or a permanent

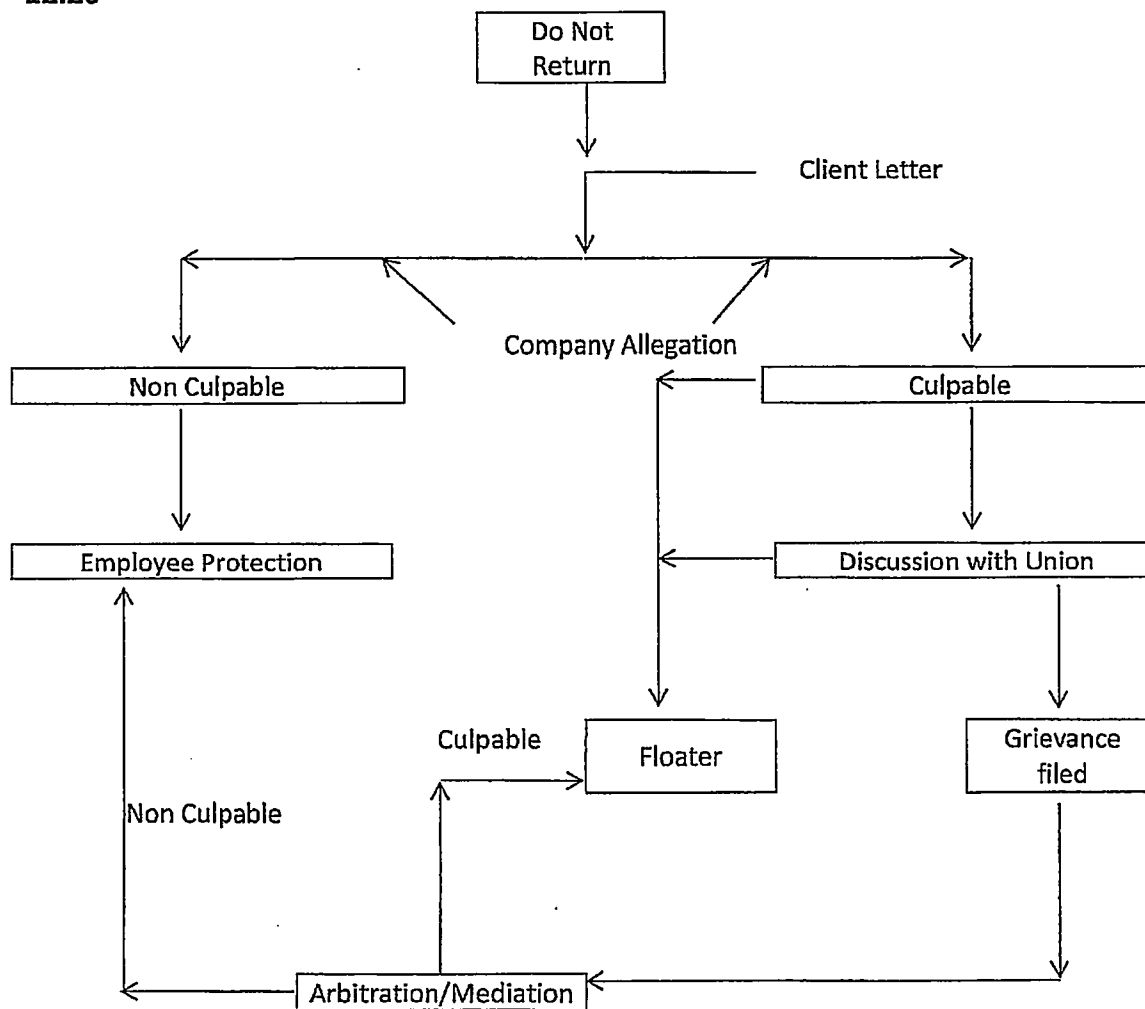
contract is jeopardized, the Employer reserves the right to fill the temporary vacancy at its sole discretion.

TURNOVER CLAUSES

12.19 The Parties agree that the provisions of this Article shall not apply to the extent that such application would result in the Employer being subject to a contractual termination due to the operation of a turnover clause in a contract with a Client. It is understood that the Employer shall not actively seek to obtain contractual terms which include turnover clauses with the purpose of defeating or restricting the application of this Agreement.

REMOVAL PROCESS

12.20



EMPLOYEE PROTECTION

1. EMPLOYEE'S PAY MAINTENANCE CHART

0-12 months seniority	14 calendar days
1-3 years seniority	45 calendar days
4-7 years seniority	60 calendar days
8-12 years seniority	90 calendar days
13 + years seniority	120 calendar days

2. Where a Client requests an employee be removed from the site (Do Not Return), the Employer will endeavour to discuss the reasons for the site removal with the Client and propose alternative solutions, if appropriate.

The Employer retains the right to remove an employee from the site on the written request of a Client (a copy of which will be provided to Union and Staff Representative) provided that:

3. **NON-CULPABLE REASONS**

- (a) the Employer assigns the employee to a site which has a vacancy or will otherwise maintain the employee's hours through the use of floater pool, within a forty (40) kilometer radius of the site from which the employee has been DNR'ed or the employee's home, whichever is closer, and further provided the employee has access to public transportation or has access to other suitable transportation; and,
- (b) the assigned shift and hours of work are the same as or as close as possible to the shift and hours of work at the site the employee has been DNR'ed from; and,
- (c) there shall be no reduction in the employee's pay, subject to the chart above. Thereafter, the employee's rate of pay shall be governed by the provisions of the Collective Agreement.
- (d) in the event the employee refuses to accept any shift offered, subject to paragraph (a), (b) and (c) above, the Employer's obligation pursuant to these provisions shall immediately cease.

For all removals from site for non-culpable reasons, a notice will be placed in the employee's file to the effect that the removal was not culpable.

4. CULPABLE REASONS

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

- (a) the employee will be scheduled for available work by the Employer as a floater until the employee is awarded a vacancy in accordance with Article 12. For clarity, there is no guarantee of hours of work or maintenance of wage rate.
- (b) the Employer will provide written reasons (with a copy to the Union and Staff Representative) as to why the employee was directed to be removed by the Client within seven (7) days of the employee being DNR'ed.
- (c) the Employer and the Union will engage in a discussion in an attempt to find an appropriate solution.
- (d) the employee reserves the right to file and process a grievance alleging discipline without cause and in accordance with the relevant provisions of this Agreement.

5. MEDIATION/ARBITRATION

In the event that the Parties are unable to resolve the grievance, such grievance may be processed to either voluntary mediation or the arbitration procedure contained in this Agreement.

In the mediation or arbitration process, the only permissible outcome is to determine whether or not the employee was culpable.

- (a) In the event that it is determined the employee is non-culpable the employee shall be treated in accordance with paragraph 3 above.
- (b) In the event that it is determined the employee was culpable the employee will be treated in accordance with paragraph 4 above.

It is agreed and understood that removal from site for culpable reasons is a culpable penalty permissible only where there is just cause for such penalty. Where a culpable removal is found to be without just cause, such removal will be amended to a non-culpable removal.

6. OTHER

- (a) Failure on the part of the Employer to provide a copy of the Client's request however shall not void any removal.
- (b) Where the Employer is unable to comply with paragraph 3 above, the affected employee will be laid-off and immediately entitled to enhanced severance as follows:
 - (i) Two (2) weeks pay per year of completed seniority to a maximum of twenty six (26) weeks pay. For clarity the enhanced severance includes any and all entitlements for termination and/or severance pay under the Employment Standards Act, 2000, as amended from time to time.

ARTICLE 13 - NEW OR CHANGED JOBS

13.01 The Employer agrees to advise the Union of the rate of pay for any new or changed job which does not fall within an existing classification, prior to implementing such change. The Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs.

13.02 In the event that an employee is requested or required to perform duties that are outside of his traditional security functions, the Employer shall meet with the employee and a representative of the Union to discuss the additional duties.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The standard hours of work for which each employee shall receive his basic hourly rate shall be forty-four (44) working hours in a one (1) week period. Where an employee works hours outside of his regularly scheduled hours of work at the request of the Employer, the Employer agrees not to alter an

employee's regularly scheduled hours of work, unless mutually agreed upon between the Employer and the employee.

14.02 Nothing in this Article shall be construed to mean a guarantee of hours of work or work per day or per week.

14.03 For the purposes of this Article, a day shall commence at 12:01 a.m. and shall end at 12:00 midnight. A week shall commence at 00h01 Sunday and shall end at 24h00 Saturday. The normal pay for employees shall be bi-weekly and paid on a Friday by direct deposit at no charge to the employee. In the event a pay day falls on a statutory holiday, the pay will be deposited on the business day immediately preceding the holiday subject to the employee having a bank account at a major Canadian financial institution.

14.04 It is agreed by the Parties that part-time employees shall not be used to displace full-time employees.

14.05 Hours worked by an employee in excess of forty-four (44) hours in a week shall be paid at a rate of one and one-half (1½) times the employee's regular hourly wage. All hours worked in excess of twelve (12) hours shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage. All employees will be entitled to eleven (11) hours rest between shifts. Where employees are receiving overtime within a pay period due to the operation of this Article, the Employer agrees not to cancel any scheduled shift or hours of work of an employee for the purposes of avoiding any further overtime payments.

14.06 Overtime shall be worked on a voluntary basis except:

- (i) in an emergency beyond the control of the Employer;
- (ii) if the Employer's client requests emergency overtime; or
- (iii) in the event that an employee's replacement does not report for work. In such cases, the Employer will attempt to ensure that the employee will not be required to stay in excess of his shift and the employee will not leave his post until a replacement is found.

- (iv) The Employer agrees to provide transportation to the affected employee where the employee is required to stay in accordance with this Article and the employee has no means of public transportation.

14.07 Where -

- (a) an employee is required to stay at the employee's post because the employee's replacement does not report for work; and
- (b) the Employer has been given more than six (6) hours notice for an eight (8) hour shift, or more than ten (10) hours notice for a twelve (12) hour shift, that the replacement will not be reporting for work to replace the employee, the employee will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all hours worked after the employee's regular shift.

There shall be no pyramiding of overtime pay rate and holiday pay rates.

14.08 It is mutually agreed that overtime shall be distributed as equitably as reasonably possible among the employees who normally perform the relevant work and who normally work at the relevant site.

SWITCHING SHIFTS

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

- (a) the request shall be made in writing using a special form supplied by the Employer and duly signed by the two (2) employees concerned, at least three (3) days in advance;
- (b) the two (2) working shifts must be scheduled within the same work week;
- (c) the change in shift does not lead to the payment of overtime;
- (d) the change in shift does not hinder operations (for example: the employees are trained for the site); and

- (e) that all debits or credits in salary caused for any reason (for example: lateness or payment of a Statutory Holiday) shall be attributed to the employee who actually did the work.

14.10 There shall be no split shifts.

SCHEDULE CHANGES

14.11 In situations where an employee has a regular schedule and such regular schedule is to be permanently changed or temporarily changed, the Employer will provide such affected employee with as much notice as is reasonably possible but in any event not less than two (2) calendar weeks unless the Employer can demonstrate circumstances beyond their control.

14.12 Employees who are required to travel over forty (40) kilometers radius from the Branch Office or place of residence, whichever is closer, to attend training shall receive mileage at the standard rate allowed by the Canada Revenue Agency each year.

ARTICLE 15 - TRANSFERS

15.01 When an employee is temporarily transferred to a job, the transferred employee shall be paid the higher of their regular rate or the rate of pay for the job to which they have been transferred. This Article shall not apply to floater employees.

15.02 If an employee relocates to another area of the Province other than the employee's work location, the employee may request a transfer and bid within USW sites on a vacancy in accordance with Article 12, or, if no vacancy is available, may request to be placed on the floater lists in that area. It is understood that in either case the employee's seniority is maintained.

ARTICLE 16 - CALL-IN PAY

16.01 Each employee called out to work by management and or the Communications Department, and upon arrival at the site, and the requirement to work no longer exists, shall receive a minimum of four (4) hours pay at his regular hourly rate of pay. This does not apply to extended hours worked after the completion of a current shift. However, the Employer at its discretion may request the employee

to report to an alternative site, provided the employee has access to suitable transportation.

ARTICLE 17 - PAYMENT FOR INJURED EMPLOYEES

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

ARTICLE 18 - VACATIONS WITH PAY

- 18.01 (a)** Employees having less than one (1) year of service shall receive vacation pay only in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.
- (b)** An employee with more than twelve (12) months of continuous service shall be entitled to two (2) weeks vacation at four percent (4%) of his gross earnings.
- (c)** An employee with five (5) years or more of continuous service shall be entitled to three (3) weeks vacation at six percent (6%) of his gross earnings.
- (d)** An employee with ten (10) years or more of continuous service shall be entitled to four (4) weeks vacation at eight percent (8%) of his gross earnings.
- (e)** An employee with twenty (20) years or more of continuous service shall be entitled to four (4) weeks vacation at ten percent (10%) of his gross earnings.
- 18.02** An employee shall make their request no later than four (4) weeks in advance for vacation time. Vacation pay shall be paid on the payday immediately preceding the start of the employee's vacation or upon request of the employee.
- 18.03** Requests for vacation time of one (1) week or more shall be made in writing at least four weeks in advance of the start of the vacation. For requests of two (2)

consecutive days but less than one (1) week, two (2) weeks' notice must be provided. For requests of one (1) day, one (1) week notice must be provided. Provided notice is given, vacation pay shall be paid on the day immediately preceding the start of the employee's vacation, if requested by the employee. Subject to the written request for vacation, the Employer shall grant in writing the vacation request within five (5) working days of receipt of the request. Where the Employer fails to respond within the five (5) working days, the vacation request will be deemed to be granted. Once approved, no vacation will be changed without mutual consent of the Parties.

18.04 Where two (2) or more employees at the same site request to take vacation on the same day for the same period of time, and where the Employer cannot grant all the requests due to operational requirements preference shall be granted according to seniority.

18.05 "Gross earnings" as referred to herein shall mean previous years T-4 earnings less previous year's vacation pay and taxable benefits.

18.06 An employee who is hospitalized because of sickness or accident while on a scheduled vacation will be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Employer.

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Subject to operational requirements, the Employer may grant a request for a leave of absence from work without pay for a period not exceeding sixty (60) calendar days to an employee provided that:

- (a) the employee files a request for a leave of absence at least thirty (30) calendar days prior to the proposed commencement of the leave of absence except in the case of emergency; and
- (b) such leave is for a good reason and does not unreasonably interfere with operations; and

(c) the employee has used his accrued vacation time prior to the commencement of the leave.

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

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

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

19.05 The President and Chairperson of the Union will be notified by the Employer of all leaves granted under this Article.

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

19.07 In the case of pregnancy, employees shall be granted a leave of absence without pay for a period of up to fifty-two (52) weeks, inclusive of pregnancy and parental leaves pursuant to the Employment Standards Act, 2000, as amended from time to time, commencing no earlier than seventeen (17) weeks prior to the expected birth date. The Employer agrees that in the event of an extension request, the burden lies with the employee to substantiate by virtue of medical evidence that the requested extension is directly related to the pregnancy or birth.

CANADIAN CITIZENSHIP

19.08 The Employer agrees to allow an unpaid leave of absence for the day when Canadian Citizenship is received.

MILITARY LEAVE

19.09 An employee will be allowed a leave of absence without loss of seniority to participate in the Canadian Military or Reserves. The Parties agree that such

leave will be without pay and that the Employer may request written proof prior to granting such leave.

ACCOMMODATION FOR RELIGIOUS MINORITIES

19.10 Members of religious minority groups shall have the right to absent themselves from working on their religious holidays without pay. The employee must advise the Employer, in writing, of the specific holidays for the twelve (12) month period in advance.

ARTICLE 20 - COURT, JURY AND CROWN WITNESS DUTY

COURT LEAVE

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

JURY DUTY AND CROWN WITNESS LEAVE

(b) An employee called to serve as a juror or as Crown witness must inform his Employer as soon as he receives the subpoena and the Employer will reimburse him the difference between his jury or witness duty fee, and his regular wages. Said employee will be paid as if he had worked for time spent during regularly scheduled workdays for the employee. An employee shall suffer no loss of wages while serving as a subpoenaed Crown witness or jury duty during regular working hours, if selected.

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

ARTICLE 21 - PAID HOLIDAYS

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

New Year's Day	Good Friday	Victoria Day
Canada Day	Family Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Remembrance Day (New hires after completion of two (2) years of employment)		

21.02 HOLIDAY PAY CALCULATION

FOR FULL-TIME EMPLOYEES:

Full-time employees shall receive holiday pay in accordance with the Collective Bargaining Agreement, Article 21 for all holidays listed in Article 21.01 of the CBA. Where a full-time employee's regularly scheduled hours consists of shifts other than eight (8) hour shifts; eligible employees shall receive pay for the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the holiday occurred divided by twenty (20).

Notwithstanding the paragraph above, in the event that an employee is not required to work as a result of the holiday, eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

FOR PART-TIME EMPLOYEES:

Part-time employees shall receive holiday pay for the total amount of regular wages earned and vacation pay payable to the employee in the four (4) weeks before the work week in which the holiday occurred divided by twenty (20).

Time off taken due to vacation or other "paid" leave shall not be excluded from the calculation and the holiday pay shall be calculated as if the employee were at work.

21.03 An employee is not eligible for holiday pay if the employee has failed, without reasonable cause, to work all of his last regularly scheduled day of work before the public holiday or all of his first regularly scheduled days of work after the public holiday. In addition to the above an employee is not eligible for holiday pay if the employee is scheduled to work on the holiday and without reasonable cause, fails to perform the work.

- 21.04** The Employer shall not purposely replace permanently assigned employees with floaters on scheduled holidays for the sole purposes of avoiding its holiday pay obligations under this Article.
- 21.05** Any authorized work performed by an employee on any of the above-named holidays shall be paid one and one-half (1½) times his regular hourly rate in addition to holiday pay.
- 21.06** When any of the holidays are observed during an employee's scheduled vacation period, he shall receive holiday pay as provided in Article 21.03 above and shall be granted an additional day off.

ARTICLE 22 - BEREAVEMENT PAY

- 22.01** The Employer agrees that in the event of a death in the immediate family, the Employer shall grant bereavement leave of three (3) consecutive calendar days with pay. This leave includes both working and non-working days.
- 22.02** In Article 22.01, immediate family is deemed to mean spouse (which includes same sex partner where they have been cohabitating a minimum of six (6) months), child and stepchild, mother, father, sister, brother, grandparent, mother-in-law or father-in-law.
- 22.03** The Employer agrees that in the event of the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law, the Employer shall grant bereavement leave of two (2) consecutive calendar days with pay. This leave includes both working and non-working days.
- 22.04** In the event that travel, due to reasons described in Articles 22.01 or 22.03, is required beyond a distance of four hundred and eighty (480) kilometers, the Employer will grant two (2) extra days of leave without pay.
- 22.05** In the event that leave pursuant to this Article falls within previously scheduled vacation, any unused vacation time shall be taken at a time mutually agreed upon by the Employer and the employee.

ARTICLE 23 - FRINGE BENEFITS

UNIFORMS

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

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

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

- Two (2) pants
- Two (2) ties
- Four (4) uniform shirts
- One (1) belt (where required)
- One (1) sweater (where required)
- One (1) spring jacket (where required)
- One (1) safety vest (where required)
- One (1) bullet proof vest (where required)

At any site where an employee is routinely exposed to the elements (rain, cold, etc.) the Employer shall make available parkas, toques and raincoats.

Where required, the Employer shall provide the equivalent feminine clothing for females including appropriate maternity clothing.

All uniforms shall be replaced on an "as needed" basis at no cost to the employee.

23.02 Where safety boots or safety shoes are required due to client requirements or as established by the Joint Health and Safety Committee, the Employer will annually reimburse employees for the purchase of safety boots or safety shoes on the next payday from the date of submission of receipt. Date of ratification up to one hundred dollars (\$100.00); Year 2 - up to one hundred dollars (\$100.00); Year 3

- up to one hundred and twenty dollars (\$120.00); Year 4 - up to one hundred and twenty dollars (\$120.00) . In the case of new employees, they shall be paid immediately after the employee's probationary period.

23.03 Where an employee is terminated, he shall be required to return all equipment and uniform items to the Employer within seven (7) days of his termination date, failing this the Employer shall be permitted to withhold the cost of the unreturned items from the employee's final pay cheque.

SECURITY LICENSE

23.04 The Employer shall reimburse the full cost for full and part-time employees (including deemed hired employees pursuant to Article 12.06) on a bi-weekly basis for renewing required licenses under the Private Security and Investigative Service Act, R.S.O. 2005, as amended, including the cost of photos. New hires excluding deemed hired are required to assume their licensing costs.

For employees with three (3) or more years of service with the Employer, the Employer shall reimburse the full cost for full-time employees (including deemed hired employees pursuant to Article 12.06) for renewing required licenses under the Private Security and Investigative Services Act, R.S.O. 2005, as amended upon presentation of an original receipt.

EDUCATION FUND

23.05 The Employer shall contribute two cents (\$0.02) per hour for all hours worked by employees to a Steelworkers Security Officers Education Fund.

23.06 Remittances in accordance with Article 23.05:

- (a) shall be made forthwith and no later than the fifteenth (15th) of the month following the month during which the earnings occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours earned, of each employee for whom

payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also include the names of the employees, including Social Insurance Number (which the employees hereby consent to the disclosure of), from whom no deductions have been made, along with any forms required by the Steelworkers Security Officers Education Fund.

LEGAL PROTECTION

- 23.07** An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the attempted performance in good faith of his duties, shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such charges.
- 23.08** Notwithstanding Article 23.05, the Employer may pay necessary and legal costs of an employee pleading guilty to or being found guilty of an offence described in Article 23.05 where the Court, instead of convicting the accused, grants him absolute discharge.
- 23.09** Notwithstanding Article 23.05, the Employer may refuse payment otherwise required by Article 23.05 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his powers as a security guard.
- 23.10** Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such an action.
- 23.11** An employee wishing to retain a particular lawyer to represent him and wishing to be indemnified pursuant to this Article shall:
- (a) before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employer's approval which approval shall not be reasonably withheld; and
 - (b) if requested by the Employer, instruct the lawyer to render regular interim accounts as required.

23.12 For greater clarity, employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints arising under this Agreement; or
- (b) actions or omissions of members acting in their capacity as private citizens.

HUMANITY FUND

23.13 The Employer agrees to deduct the amount of one cent (0.01) per hour from the wages of all employees in the bargaining unit for all hours worked.

23.14 The total amount deducted pursuant to Article 23.11 shall be remitted to the Steelworkers Humanity Fund at United Steelworkers, 234 Eglinton Ave. E., Toronto, Ontario, M4P 1K7.

23.15 Remittances pursuant to Article 23.12 shall be made at the same times as Union dues are remitted in accordance with Article 7 of this Agreement.

23.16 When remittances are made pursuant to Article 23.12, the Employer shall advise in writing both the Union and the Humanity Fund that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf of such payment had been made, Social Insurance Number (which the employees hereby consent to the disclosure of) and hours worked. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of) of the employees from whom no deductions have been made, along with any forms required by the Steelworkers Humanity Fund.

23.17 The Employer shall bear no liability for any errors made in deductions.

23.18 The Employer agrees to record all contributions on each employee's T-4 slip. (Registered #119172278RR001).

ARTICLE 24 - BULLETIN BOARDS

24.01 The Employer agrees to provide bulletin board space or binder, on Employer premises, in areas accessible to employees for the purpose of posting meeting

notices and official Union information. Union notices will be signed and posted only by Officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 25 - RATES OF PAY

25.01 In this Article:

- (a) "client contract" means a contract between the Employer and a client for the provisions of services to the client;
- (b) "non-USW site" shall mean those sites in respect of which the Employer commences to provide security services (after the effective date of this Agreement) where, prior to the Employer's doing so, security services were provided by another employer, whose security guard employees were not unionized with the Union;
- (c) "USW site" shall mean:
 - (i) all sites at which the Employer provides security services on the effective date of this Agreement so long as the Employer provided security services at such site; and
 - (ii) all sites in respect of which the Employer commences to provide security services after the effective date of this Agreement where, prior to the Employer doing so, security services were provided by another employer, whose security guard employees were unionized with the Union.
- (d) "actual wage rate" means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with the Agreement.

25.02 Unless otherwise provided for in this Agreement, the minimum basic wage rate payable to employees shall be:

- (a) for the purposes of non-USW sites, minimum wage under the Employment Standards Act, 2000, as amended from time to time; or

(b) for the purposes of USW sites, see table below.

Seniority		GTA	Ottawa	All Other Locations
0 to 24 months	Level 1	ESA + .17	ESA +.17	ESA + .17
2 years to 3 years	Level 2	ESA + .35	ESA + .30	ESA + .25
3 years to 4 years	Level 3	ESA + .70	ESA + .45	ESA + .30
4 years to 5 years	Level 4	ESA + .81	ESA + .56	ESA + .40
5 years or more	Level 5	(ESA + .81) x wage increase in accordance with 25.08	(ESA + .56) x wage increase in accordance with 25.08	(ESA + .40) x wage increase in accordance with 25.08

(For clarity, the Greater Toronto Area is defined to include the Cities of Toronto, Markham, Vaughan, Mississauga and Brampton. All sites outside of this definition that are currently paid at GTA wage rates shall remain at those rates while the Employer holds the current book of business.)

Notwithstanding anything to the contrary herein, floaters shall receive the minimum basic wage referred to herein irrespective of where the floater is assigned subject to the Employer's right to increase the actual wage rate paid to the floater or a contract by contract or site by site basis in accordance with the Employer's rights contained in Article 25.03 and 25.10. Floaters actual wage rates however, shall only be subject to the increases provided in this Article 25.02.

25.03 In the event that a client contract provides for wage rates greater than the minimum basic wage rates, the wage rates payable by the Employer shall be the wage rate set out in the client contract.

25.04 Where the Employer enters into a client contract for the provisions of security services at a non-USW site, the actual wage rate for all employees shall be the minimum basic wage rate as set out in Article 25.02 unless a greater amount is required to be paid by the Employer pursuant to the provisions of the Employment Standards Act, 2000, as amended from time to time, in regulations thereunder. In addition, during the first year in which the Employer acquires a non-USW site, the Employer may refrain from providing benefits pursuant to

Article 25 to all employees working at the site; thereafter all employees assigned to the site will be entitled to benefits in accordance with Article 25.

- 25.05** 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.
- 25.06** Where the Employer enters into a client contract with a client for whom security services had previously been provided such that the Employer becomes the successor employer, and that the employees working at that site are unionized with the USW, the Employer will agree to offer such employees wages and benefits which shall be no less than what the employees were receiving at that site immediately prior to the Employer becoming the successor employer.
- 25.07** With respect to a client contract in force at the time of the coming into force of this Agreement the actual wage of employees on site (prior to the renewal/renegotiation) shall not change as a result of the renewal and/or renegotiation of the client contract except insofar as the actual wage is increased by the operation of this Article.
- 25.08** Except where their wages are established under Articles 25.02 (minimum basic wage) or 25.03 (client dictated rate), the wage rates paid to individual security guards having acquired seniority in accordance with Article 12 of this Agreement employed prior to the scheduling date on the effective date of the increase, shall be increased by the following amounts:

Effective January 1, 2015 - 1% for employees hired on or before June 30, 2014.

Effective July 1, 2015 - 1% for employees hired on or after July 1, 2014.

Effective July 1, 2016 - 1.5%.

Effective July 1, 2017 - 2%.

Effective June 30, 2018 - 1%.

The above wage increases will come into effect at the beginning of the pay period closest to the stipulated date.

***For clarity, employees who receive a wage increase on January 1, 2015, in accordance with above shall not be entitled to the wage increase effective July 1, 2015.

Notwithstanding the scheduled increases referred to herein, where the Employer is awarded a contract and commences work at the contract (be it a USW or non-USW site) and where employees have received an increase from his predecessor employer within the last six (6) months prior to the commencement of the Employer contract, the incumbent employee will not be eligible for the next scheduled wage increase. Thereafter, all wage increases shall apply.

25.09 Notwithstanding Article 25.08, where a vacancy exists, it will be posted and filled at the minimum basic wage rate or minimum client dictated rate, as the case may be. Where a vacancy is not filled internally in accordance with Article 12, the Employer may hire a new employee who shall be paid in accordance with Article 25.02 subject to the circumstances provided for under Article 25.11.

25.10 In the event that a client contract provides for wage increases which exceed those increases set out in Article 25.08, the wage increases in the client contract shall prevail and the increases provided by Article 25.08 shall not apply. For clarity, an employee is entitled to the greater of the wage increase provided for under Article 25.10 or Article 25.08 or any pro-rated combination of the two, subject to - twelve (12) months shall be used as a reference period for the purposes of comparing wage increases provided in a client contract to those provided for in the Article 25.08.

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

VEHICLE SHELTER

25.12 (a) Where the Employer requires an employee to use his personal vehicle as shelter, the employee will receive a premium of two dollars (\$2.00) per hour in addition to his actual wage rate.

(b) In circumstances where an employee is required to commence or end his work where public transportation is not available, the Employer will provide transportation to and from the employee's place of residence except in cases outside of the Employer's control such as but not limited to a public transit strike.

PARKING

25.13 Where employees are required to pay for parking at any worksite, the Employer undertakes to negotiate free and/or reduced parking rates where possible.

TRAINING AND WAGES

25.14 Training wages for existing employees shall be set out as follows:

- (i) new hires shall be paid the minimum basic wage rate set out in the Agreement.
- (ii) existing employees including deemed hired employees who have been assigned to a site shall be paid the rate of pay that they would otherwise receive as if they were working at the site.

CLASSIFICATIONS

25.15 The following classifications shall be paid at the following rates:

- (a) Security Officers shall be paid in accordance with Article 25.
- (b) Lead Hands shall be paid at least fifty cents (\$0.50) an hour greater than the highest paid Security officer at the site to which the Lead Hand is assigned.

ERRORS OR OMISSIONS

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

ARTICLE 26 - BENEFITS**BENEFITS**

26.01 Subject to the provisions of Article 25.04 and Article 26.02 the Employer agrees to remit to the Steelworkers Trusteed Benefit Plan a total of \$0.66 per each hour an employee has worked.

Effective July 1st, 2016 the Employer shall increase the contribution rate to \$0.68 per each hour an employee has worked.

Effective July 1st, 2017 the Employer shall increase the contribution rate to \$0.70 per each hour an employee has worked.

Benefit contributions for new hires shall begin after completion of probationary period.

26.02 Remittances in accordance with Article 26:

- (a) shall be received by the person set forth in Article 26.02 (b) no later than the fifteenth (15th) of the month following the paid hours occurred;
- (b) shall be forwarded by the Employer to a person and address designated by the Union; and
- (c) shall be accompanied by a statement showing the name, address, date of birth, Social Insurance Number (which the employees hereby consent to the disclosure of), hours earned, date of severance of employment, date of death and gender of each employee for whom payments have been made, the total amount remitted per employee and the period for which those amounts have been paid. Such statements shall also list the names, including Social Insurance Number (which the employees hereby consent to the disclosure of), of the employees from whom no deductions have been made, along with any forms required by the Steelworker's Trusteed Benefit Plan.

LIFELINE

26.03 Effective January 1 each year the Employer agrees to pay to Lifeline Foundation the sum of \$20,000.00 to establish and maintain an employee assistance program available to all bargaining unit employees. Such payments shall be made no later than January 15th each year and shall be sent to 25 Cecil St., Toronto, ON, M5T 1N1, Attention: Lifeline Foundation Coordinator.

SICK LEAVE WITH PAY

26.04 Full-time employees who have completed one (1) year of employment shall be entitled to four (4) days sick leave per year, each sick day will be with pay and

shall be based upon the employee's normal hours of work multiplied by his normal rate of pay.

26.05 Full time employees with five (5) or more years of employment shall be entitled to five (5) days sick leave per year, each sick day will be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay.

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

PENSION PLAN

26.07 STEELWORKERS MEMBERS' PENSION BENEFIT PLAN

The Employer shall contribute a fixed amount of one (1) percent of employee's total earnings and two (2) percent of total earnings of employees' with ten (10) years or more of service to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee for each pay period. Pension contributions will be made for all "deemed hired" employees who, immediately prior to being "deemed hired", were already participating in the "Plan". Employees hired on or before June 30, 2014, shall be enrolled into the "Plan" after 12 months of employment. For all employees hired on or after July 1, 2014, and all other "deemed hired" employees, pension contributions will begin once an employee achieves twenty-four (24) months of employment.

For the purpose of the Pension only, "Total Earnings" – means all monies an employee earns for wages and includes earnings for vacation, paid holidays, and approved union leave.

Pension contributions will be made for employees who are in receipt of benefits from the WSIB and or maternity/paternity leave.

The Union agrees that other than making its contributions to the Plan as set out in this article; the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest,

reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.

The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Employer agrees provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further specificity, the information required for each employee is as follows:

- (i) To be provided and commencement of participation for each Employee:
 - Date of Hire
 - Date of Birth
 - Date of Birth Contribution
 - Address
 - Social Insurance Number
- (ii) To be provided with each remittance of contributions for each Plan participant:
 - Name
 - Social Insurance Number
 - Amount of Remittance
 - Total earnings/**Gross Wages**
- (iii) To be provided initially and on a status change:

- Full Address as Provided to the Employer
- Commencement Date of Employment (MMDDYY)
- Termination Date of Employment (MMDDYY)
- Retirement Date
- Date of Death
- Gender

(iv) To be provided once per year after year end - summary data in electronic format:

- Name
- Social Insurance Number
- Total Amount Remitted for Year
- Total Hours Earned for Year

The Employer agrees to enter into a Participation Agreement with the Trustees of the Plan and which shall be consistent with the terms of the Collective Agreement.

The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

NEW MEMBERS' KITS

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

ARTICLE 27 - HEALTH & SAFETY

27.01 The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness.

27.02 The Parties recognize the importance of the Occupational Health and Safety Act of Ontario and its regulations thereunder in effect as of May 31, 2001 shall form a part of this Collective Agreement.

27.03 Further the Employer and the Union agree that they will jointly develop agreed to Terms of Reference governing the Employer's Joint Health and Safety Committee, no later than sixty (60) days following the date of ratification. These Terms of Reference shall be reviewed annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference will form part of this Collective Agreement.

27.04 The Employer agrees to continue to provide training for the required certified worker representatives.

27.05 The Employer shall ensure that equipment, materials and protective devices as prescribed are provided to its employees.

27.06 Each employee shall use or wear the equipment, materials and protective devices or clothing that the Employer requires to be worn or used.

27.07 From among its worker members on the Joint Health and Safety Committees, the Union may designate one as the worker Health and Safety Chair of its side of the Joint Health and Safety Committee. This member must be a worker member of a Joint Health and Safety Committee. Such Chair shall be granted not more than one (1) day per month (*not including monthly meetings*) for the purposes of his duties as Chair. The Parties agree that the Joint Health and Safety Committee will promote safety and industrial hygiene at the workplace.

27.08 The powers of a Health and Safety Committee shall be to:

- (a) identify situations that may be a source of danger or hazard to employees;
- (b) make recommendations to the Employer and the employees for the improvement of the health and safety of employees;
- (c) recommend to the Employer and the employees the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of employees;

- (d) obtain information from the Employer respecting:
 - (i) the identification of potential or existing hazards, materials, processes or equipment, and
 - (ii) health and safety, experience and work practices and standards in similar or other industries of which the Employer has knowledge.

For the purpose of this Article, health and safety may include matters involving actual or potential issues related to workplace violence.

REFUSAL OF UNSAFE WORK

27.09 An employee may refuse to work or do particular work where he has reason to believe that:

- (a) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee;
 - (b) the physical conditions of the workplace or the part thereof in which he works or is to work is likely to endanger himself; or
 - (c) any equipment, machine, device or thing he is to use or operate or the physical condition of the workplace or part thereof in which he works or is to work is in contravention of the Occupational Health and Safety Act (Act) or the regulations and such contravention is likely to endanger himself or another employee.
1. An employee who refuses to work where he has reason to believe that the work is unsafe as described above, shall promptly report the matter to his supervisor.
 2. Following receipt of the report the Employer shall forthwith investigate the report in the presence of an Employer member and a worker member of the Joint Health and Safety Committee.
 3. Until the investigation is completed the employee shall remain in a safe place near his work station.

4. Where, following the investigation or any steps taken to deal with the circumstances that led to the employee's refusal, the employee has reasonable grounds to believe that the condition(s) set out in (1) above still exist, the employee may refuse to do the work and a Ministry of Labour inspector shall be notified to investigate the work refusal.
5. Following his investigation, the Ministry of Labour inspector shall decide whether the machine, device, thing or workplace is likely to endanger the worker or another person. The inspector shall give his decision in writing as soon as is practicable to the Parties and the employee who refused to do the work.
6. Pending the inspector's investigation and decision, the employee who refused to do the work shall remain at a safe place near his work station during his normal working hours unless assigned by the Employer to reasonable alternative work.
7. Pending the investigation and decision of the Ministry of Labour inspector, no employee shall be assigned to do the work refused by the other employee unless, in the presence of a worker Joint Health and Safety Committee representative, such employee has been advised of the other employee's refusal and the reasons for it.
8. No employee shall be disciplined because the employee has acted in compliance with the Act or regulations or sought the enforcement of the Act or its regulations.

It is understood by the Parties that the above is not intended in any way to interpret, replace, supplement and/or supersede the work refusal provisions in the Occupational Health and Safety Act, but is intended only to aid the workplace Parties in the efficient handling of the work refusal process, it being the intent of the Parties that in the event of any dispute between them regarding a work refusal, the provisions of the Occupational Health and Safety Act shall be the sole governing provisions.

ARTICLE 28 - NOTICE OF CLIENT CONTRACTS

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

- (a) the address of the site(s) at which services will be provided;
- (b) the number and classification(s) of employees regularly assigned to such site(s) at the time of commencement of services;
- (c) the date(s) upon which services to such site(s) will commence;
- (d) the term of such client contract; and
- (e) the names, addresses, phone numbers, wage rates and whether the employee has any additional compensation at the time of commencement of services;
- (f) the Parties agree that the Employer may request a pre-assignment physical (not including drug or alcohol testing) provided that it is a requirement of a client contract and that such contractual provisions shall be demonstrated to the Union. Such physicals shall be conducted by the employee's family physician and shall be at the Employer's expense. Such medical information will not be used for any purpose other than for the purposes set out in this Article.

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

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

28.03 The Employer shall provide to the Union electronically in an excel format, information described in Article 28.01 as at December 31 of each year by no later than February 1 of the following year.

ARTICLE 29 - DURATION OF THE AGREEMENT

29.01 This Agreement shall become effective on the 1st of July 2014, and shall continue in effect up to and including the 30th day of June 2018.

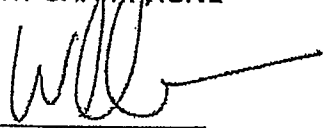
29.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.

29.03 If notice of the intention to renew or amend is given by either party pursuant to Article 28.02 negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

SIGNED THIS 31ST DAY OF MARCH, 2015.

FOR THE EMPLOYER


ROBERT CHAMPAGNE


WILLIAM LUKEWICH


CHANTAL BARIL

FOR THE UNION


SHERRY CHARETTE


JULIA RODRIGUEZ


MARY LOU SCOTT


KIM MILLIARD


SEAN O'CONNELL


JEFF BRUNEAU


JESSE WALKER

LETTER OF AGREEMENT

LABOUR MANAGEMENT MEETINGS

The Employer and the Union recognize the value of open and effective communication in maintaining a constructive labour management relationship. To this end, labour management meetings will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both Parties.

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

Where appropriate and agreed by the Parties, meetings may be held by conference call or video conferencing.

The Parties will exchange proposed agenda items at least one (1) week prior to the meeting. These items will be listed in order of priority. A single agenda will be typed and distributed to committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on the agreement of the Parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as a first item on each meeting's agenda.

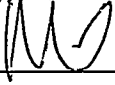
Immediately following the meeting, the Parties will compare notes and agree to the minutes which will then be typed by the Employer and a copy of same will be made available to each of the committee members.

Annually, or as otherwise agreed to by the Parties, a labour management meeting may be held at the Provincial level involving delegates from Local Unions representing employees of the Employer and the appropriate officials of the Employer.

TAB F

This is Exhibit "F" to the Affidavit of Tanya Atherfold-Desilva sworn before me this 1st day of January, 2019.

Helen Falbo, a Commissioner, etc.,
Province of Ontario, for Goldblatt
Partners LLP, Barristers and Solicitors.
Expires November 10, 2021.



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Class-action suit alleges security guards stiffed on wages, overtime

By SARA MOJTEHEDZADEH Work and Wealth Reporter
Fri., Aug. 24, 2018

An Ontario-based company owned by security giant Garda failed to appropriately compensate employees and misled them about the existence of a so-called averaging agreement to avoid paying overtime, a proposed \$25 million class-action lawsuit claims.

According to the class action, which requires court approval to proceed, Garda subsidiary Primary Response also instructed security guards to arrive 15 minutes before their official start time to perform unpaid duties and made illegal deductions from their paycheques for uniform expenses.



Kionna Horner worked for Primary Response as a security guard at Conestoga College in Kitchener between 2016 and June 2018. She is the representative plaintiff in a proposed class-action lawsuit.

"This is about defending core employment standards protections for a group of precarious workers facing well-documented barriers to enforcing their rights," said Joshua Mandryk, a lawyer with Toronto-based labour law firm Goldblatt Partners, which initiated the suit.

"Although the law is quite clear, off-the-clock work and unpaid overtime similar to that alleged in this case are all too common in our economy. We hope this case sends a strong reminder that 'off-the-clock' time required by an employer is work which must be compensated."

The statement of claim was served Tuesday. Garda is the sole owner and operator of Primary Response after purchasing the company, which employs around 2,000 security guards across Ontario, earlier this year. The proposed class action spans from August 2016 to the date it receives certification from the courts.

Primary Response directed the Star to Garda when asked to comment on the suit. In an emailed statement, a spokesperson for Garda said “the alleged accusations happened under the previous ownership.

“The judicial process will follow its course, therefore GardaWorld will not comment further,” the statement said.

Representative plaintiff Kionna Horner worked for the company Primary Response as a security guard at Conestoga College in Kitchener between 2016 and June 2018. In a statement, she said she was stepping forward because she “witnessed firsthand how many security guards were afraid to file individual employment standards complaints.

“By joining together to file this lawsuit, we can stand up for our rights without fear of reprisal.”

Worker advocates have raised concerns that precariously employed workers across many sectors do not file complaints for fear of reprisal. Research conducted for a two-year review of the province’s workplace standards found that more than 90 per cent of the approximately 15,000 annual complaints made to the Ontario Ministry of Labour are filed by people who have left or lost their jobs — bolstering criticism that workers struggle to come forward without risking their livelihood.

ADVERTISEMENT

Mandryk said the ministry had already issued numerous orders to Primary Response to pay thousands of dollars in unpaid wages following complaints made by workers.

Overtime averaging agreements allow workplaces to average employees’ excess hours over a fortnight, limiting their entitlement to time-and-a-half pay when they work more than 44 hours a week. The agreements require approval from the Ministry of Labour, which the Goldblatt class action says Primary Response was denied last year after its first agreement expired.

The statement of claim says the company “unlawfully concealed” that fact from workers and then continued to average their overtime hours. It also alleges Primary Response failed to accurately monitor and record employees’ hours and failed “to compensate the class members as required for all hours worked.”

Citing excerpts from the company’s employee handbook, the statement of claim says workers had to be at their job site 15 minutes prior to their shift, during which time they were required to have a “shift change conversation” with their supervisor.

The class action also alleges that Primary Response made unlawful deductions for uniform expenses; the province’s Employment Standards Act says employers can’t withhold wages or make deductions from workers’ paycheques unless required by a court order or where the employee has provided written consent.


“Security guards work long hours in challenging and potentially dangerous situations. Like all workers, they deserve to be paid fairly for their hard work,” said Goldblatt co-counsel Christine Davies.

The private security sector has featured in several Ministry of Labour blitzes focused on precarious employment.

Sara Mojtchedzadeh is a Toronto-based reporter covering labour issues. Follow her on Twitter: @saramojtchedz

 REPORT AN ERROR

 JOURNALISTIC STANDARDS

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

PROCEEDING UNDER THE *CLASS PROCEEDING
ACT, 1992*

**AFFIDAVIT OF TANYA
ATHERFOLD-DESILVA
(Sworn January 16, 2019)**

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto ON M5G 2C2

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Joshua Mandryk LS#: 68823D
Tel: 416-979-6970 / Fax: 416-591-7333

Lawyers for the Plaintiff

TAB 6

Court File No.: CV-18-00603648-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KIONNA HORNER

Plaintiff

- and -

PRIMARY RESPONSE INC. and GARDA CANADA SECURITY CORPORATION

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDING ACT, 1992*

AFFIDAVIT OF TANYA ATHERFOLD-DESILVA
(Sworn January 25, 2019)

I, Tanya Atherfold-Desilva, of the City of Brampton, Province of Ontario, MAKE OATH AND SAY:

1. I am a law clerk with the law firm of Goldblatt Partners LLP (“GP” or “Class Counsel”), counsel for the plaintiff in this action, and as such I have direct knowledge of the matters to which I hereinafter depose in this affidavit. Where the information in this affidavit is not based on my direct knowledge, but is based upon information and belief from other sources, I have stated the source of that information and I believe that information to be true.

BASIC TRAINING STUDENT HAND BOOK Version 1.11

2. I believe Primary Response publishes a Basic Training Student Hand Book which is for use by Primary Response Employees. The basis of my belief is the Basic Training Student

Hand Book, dated February 27, 2011, attached hereto and marked as **Exhibit "A"** (The "2011 Hand Book")

3. The 2011 Hand Book is divided into sections addressing appearance, conduct, safety and a number of other employment duties of class members.

4. The 2011 Hand Book states:

THE TIME YOU ARRIVED ON SITE:

This is simply the time you arrived on location at the account where you are working. You should be on site about 15 minutes prior to the start of your shift. This is to ensure that you have enough time to get changed into your uniform, receive a proper briefing, complete the equipment transfer and be ready to relieve the off going Guard promptly at the end of their shift. (page 22)

....

Managers do not give suggestions about policies; they are orders which **must** be followed without exception. (page 56)

....

THINGS THAT WILL GET YOU IN TROUBLE

Failing to report for duty at least fifteen minutes prior to shift change. All Security Guards are responsible for arriving before their actual shift commences and be ready to start their shift at the prescribed time. (page 64)

...

Be on site ready to go in full uniform at least 15 minutes before your scheduled shift start. (page 72)

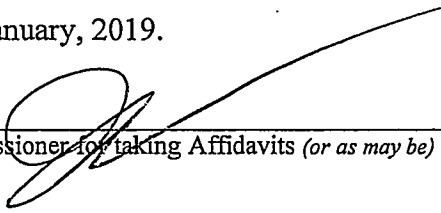
.....

THE TEN ATTRIBUTES OF A PRIMARY RESPONSE SECURITY OPERATIVE EXPANDED

Be On Time – Be on site and in full uniform 15 minutes prior to your shift. (page 87)

5. I swear this affidavit in support of a motion for certification of this action as a class proceeding and for no other or improper purpose.

SWORN AFFIRMED BEFORE ME at the City of Toronto, in the Province of Ontario, this 25 day of January, 2019.


A Commissioner for taking Affidavits (or as may be)


Tanya Atherfold-Desilva

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**PROCEEDING UNDER THE CLASS PROCEEDING
ACT, 1992**

**AFFIDAVIT OF TANYA
ATHERFOLD-DESILVA
(Sworn January 25, 2019)**

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Joshua Mandryk LS#: 68823D
Tel: 416-979-6970 / Fax: 416-591-7333

Lawyers for the Plaintiff

TAB A



BASIC TRAINING

STUDENT HAND BOOK
VERSION 1.11

**THIS IS IMPORTANT TO YOU,
YOU MUST READ THIS ENTIRE MANUAL BEFORE YOUR
FIRST SHIFT.**

*This is Exhibit.....^{v A}.....referred to in the
affidavit of Tony A. Albert - Desilver
sworn before me this^{25th}.....
day of January.....2017..*

.....
[Signature]
.....
COMMISSIONER, ETC.

NAME:

DATE:

**THE INFORMATION IN THIS HANDBOOK IS FOR USE BY
PRIMARY RESPONSE EMPLOYEES ONLY.
ANY DUPLICATION OR DISTRIBUTION WITHOUT THE EXPRESSED PERMISSION
OF PRIMARY RESPONSE IS STRICTLY PROHIBITED.**

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SECURITY LICENSE RENEWAL POLICY

1 **All employees must keep their security guard license current.** This requires each employee to ensure
 2 that it is renewed prior to the expiration date. To aid in this, it is now mandatory that each guard when
 3 being relieved by another guard, should always ask to see and record in their memobook the information
 4 from the relieving guard's security license. This includes: full name, Guard License Number and the
 5 expiry date. To be able to work, employees must have their security license on them.
 6 **The On-Duty Employee must inspect the license of the person coming to relieve them and ensure**
 7 **it is still valid.** If it is not, contact Dispatch immediately.
 8 **Employees with expired licenses cannot work.** Any employee allowing another guard to relieve them
 9 with an expired license and allowing them to work will be subject to disciplinary actions. Any employee
 10 who allows someone to work without checking to ensure they have their license will be subject to
 11 disciplinary actions.
 12 **While in uniform, if asked to produce your security license, failing to do so may result in a \$5000**
 13 **fine.**

RENEWAL PROCEDURE:

It is each employee's responsibility to ensure their license is kept current and up to date.

Each employee is responsible for paying for their own license.

Note: Primary Response Inc. will not call to remind you except at the 2 week mark, at which point you must have a renewed security license.

The Ministry of Community Safety and Correctional Services will send a renewal form to fill out usually 2 months prior to your expiration date, to the address that they have on file. If you have moved since you got your license you will need to notify the Ministry of Community Safety and Correctional Services of your new address. You must fill this form out, submit your payment and renew your license as soon as possible. The company does not renew licenses, nor a provide compensation to pay for the license.

When you get your new license you must photocopy the license and provide it to the HR department as soon as possible. Please ensure that the HR department got your license update by contacting the person you sent it to, or delivering it in person.

If you do not receive the form, you can find it on the Ministry Website:
http://www.mcscs.jus.gov.on.ca/english/PISG/LicencesandForms/private_inv_sec.html

To ensure that no one is working without a valid license, Effective June 1, 2011 ALL employees are required to provide the office five (5) weeks prior to their license expiring, a copy of the renewal form that you have sent to the Ministry.

All employees are still responsible for sending their renewal to the Ministry, we merely require a copy as proof that you have sent in you paperwork in adequate time.

You can send via email to humanresources@primaryresponse.ca or by faxing to the Attention of Human Resources at: 416-658-3707.

Please ensure that you read the paperwork carefully before completing the renewal form. It must be completed in **BLACK INK ONLY**. The ministry will reject any application that is not filled out in **BLACK INK**. Print clearly and legibly. Remember personal checks are not accepted by the ministry. Filling the form out properly and submitting it as soon as possible will ensure you get your license quickly without problems.

FAILURE TO RENEW YOUR LICENSE:

Anyone who has not provided the Office with a copy of the renewal as proof that they have sent their paperwork to the Ministry, will be removed from their position two (2) weeks prior to the expiration of their license. Anyone who does not provide the office with a photocopy of their renewed license, prior to the expiration date is considered to have resigned their employment as they can no longer legally be in our employ. If you wish to reapply, you may make an appointment to attend the office. Please be advised, that anyone rehired after they have allowed their license to expire will be considered a new employee and will have to attend orientation and successfully complete the three (3) month probationary period, prior to being consider a permanent employee.

If you do not have your new license 2 weeks prior to its expiry, you may be pulled from any scheduled shifts until you provide HR with a copy of the new renewed license. If your expiry date comes up before you provide us with a copy of the new valid license, you will not be able to return to work. Allowing your license to expire is in effect, resigning your employment. You may request to meet with the HR Manager to determine your suitability to reapply for employment with Primary Response, once you receive your renewal. **Anyone found working with an expired license will be terminated immediately without exception.**

THE ROLE OF THE SECURITY GUARD

- The role of a Security Guard is to protect **people, property and information.**
- Security Guards are regular citizens with only a private citizens powers of arrest.
- Security Guards are private citizens who must carry while working an identification card issued by the Ministry of Community Safety and Correctional Services to identify themselves which must be shown to anyone who asks. Security Guards are prohibited from carrying a badge.
- Security Guards may only carry company approved equipment and must receive special training to carry specific tools / weapons at specific sites which the company has approved.

Increased expectations come from the Client to protect people, but this does not mean the Guard must endanger themselves or others to do so. This may require the Security Guard recording information and contacting Police to intervene.

SECURITY GUARD JOB SUMMARY

- Observes and reports activities and incidents at an assigned client site, providing for the security and safety of client property and personnel.
- Makes periodic tours to check for irregularities and to inspect protection devices and fire control equipment.
- Preserves order and may act to enforce regulations and directives for the site pertaining to personnel, visitors, and premises.

ESSENTIAL FUNCTIONS

The functions listed describe the business purpose of this job. Specific duties or tasks may vary and be documented separately. The employee might not be required to perform all functions listed. Additional duties may be assigned, and functions may be modified, according to business necessity.

All assigned duties or tasks are deemed to be part of the essential functions, unless such duties or tasks are unrelated to the functions listed, in which case they are deemed to be other (non-essential) functions.

Employees are held accountable for successful job performance. Job performance standards may be documented separately, and may include functions, objectives, duties or tasks not specifically listed herein. In performing functions, duties or tasks, employees are required to know and follow safe work practices, and to be aware of company policies and procedures related to job safety, including safety rules and regulations.

Employees are required to notify superiors upon becoming aware of unsafe working conditions. All functions, duties or tasks are to be carried out in an honest, ethical and professional manner, and to be performed in conformance with applicable company policies and procedures.

In the event of uncertainty or lack of knowledge of company policies and procedures, employees are required to request clarification or explanations from superiors or authorized company representatives.

- Controls access to client site or facility through the admittance process; assists visitors with a legitimate need to gain entry to the facility; screens visitors and client employees in an efficient manner in order to expedite their admittance to the site or facility.
- Provides an atmosphere in which all client employees and visitors know that the client responds to and cares about their needs; provides a courteous, respectful and pleasant interaction with each client employee and visitor as perceived from their point of view; presents a good image of the client and its security department.
- Communicates in a manner that is open, honest and responsive in all situations; to the extent authorized, provides information regarding the site and surrounding area as requested by visitors.
- Monitors entrances and exits; acts to prevent unapproved or unlawful entry; controls entrances, the movement of people and vehicles, and parking; operates a gate and examines vehicles entering and leaving; monitors remote entrances using closed circuit television; operates remote access devices; in a calm manner directs persons who cause a disturbance to leave the property.

- Patrols assigned site on foot or in vehicle; checks for unsafe conditions, hazards, unlocked doors, security violations, blocked ingress and egress, mechanical problems, and unauthorized persons; inspects buildings and grounds using appropriate equipment and protective gear.
- Protects evidence or scene of incident in the event of accidents, emergencies, or security investigations; sets up barriers and signage, and provides direction or information to others; assists local law enforcement and takes directions as required.
- Prepares logs or reports as required for site; writes or types reports or enters information in a computer using standard grammar; inspects security control logs and takes action as required.
- Observes and reports incidents or suspicious activity to client representatives, company management, life/safety personnel or public safety authorities as appropriate for the circumstances and/or as required by the site.
- Responds to incidents of fire, medical emergency, bomb threat, flooding, water discharge, elevator emergency, hazardous materials, inclement weather, and other incidents or conditions following procedures established for the site, by the company, and/or through training or certification.
- Acts to ensure that all property removal is conducted within appropriate policy requirements and in accord with client standards; identifies client products or materials among items carried by client employees or visitors.
- Carries out specific tasks and duties of a similar nature and scope as required for the assigned site.

WORKING CONDITIONS (PHYSICAL/MENTAL DEMANDS)

Security personnel must be mentally alert at all times and capable of taking prompt efficient action to mitigate emergency situations such as fire, elevator entrapments, lost children, slip and falls, medical emergencies, attempted theft, espionage, sabotage and other acts detrimental to safeguarding Client personnel and property.

With or without reasonable accommodation, the security guard position requires the physical and mental capacity to perform effectively all essential functions. In addition to other demands, the demands of the job include:

- Maintaining composure in dealing with authorities, executives, clients, staff and the public, occasionally under conditions of urgency and in pressure situations.
- May be exposed to stressful situations, such as challenging individuals who are in or approaching an unauthorized area.
- May be required to work overtime without advance notice.
- Required ability to handle multiple tasks concurrently.
- Keyboarding, basic computer usage and operating controls.
- Seeing, hearing, speaking, and writing clearly in order to communicate with employees and clients, observe and report incidents, and direct others.
- Frequent sitting, standing and walking, which may be required for long periods of time, and may involve climbing stairs and walking up inclines and on uneven terrain.
- Occasional reaching with hands and arms, stooping, kneeling, crouching and crawling.
- Frequent lifting and/or moving up to 10 pounds and occasional lifting and/or moving up to 25 pounds.
- Close vision, distance vision, and ability to adjust focus.
- May be required to use vehicle in the performance of duties.
- On occasion may be required to perform stressful and physical activity.
- Depending upon assignment may be exposed to inclement weather or be required to work in environments or under conditions that require the use of protective gear and devices and/or awareness of personal safety and safety of others.
- May be exposed to or required to handle sensitive and confidential information.
- Frequent and prolonged walking, standing, sitting, stooping, climbing, crawling, jumping, occasional running or sprinting, and possibly subduing and detaining violent or potentially violent individuals.

REQUIREMENTS OF A SECURITY GUARD

As a Security Guard you require the following:

ABILITY:	To be able to handle any normal situation which might be encountered and know how, where and when to get help if it is needed.
ALERTNESS:	To be alert at all times while on duty, to be always on the watch for activities, conditions or hazards which could result in injury or damage to a client's property or equipment.
ATTITUDE:	The Security Guard is frequently the first contact a visitor has with the client or the property. The way in which the visitor is greeted and the way their questions are answered or problems handled will play a significant part on the visitor's appraisal of the clients company. Human and employee relations depend a great deal upon the attitude of the Security Guard.
COURTESY:	Security Guards must be courteous at all times. A Guard need not be belligerent to be firm. A Guard can be courteous and well mannered and still be effective.
DISCIPLINE:	Personal likes and dislikes should not swerve a Security Guard from his or her duty. Prompt obedience and proper execution of all orders given by superiors' is expected from all security Guards. Discipline does not meant punishment. True discipline is indicated by proper conduct under all conditions – by individuals away from the presence of their supervisors.
CONDUCT:	To conduct ourselves at all times in a manner which will reflect credit on ourselves and Primary Response.
JOB PRIDE:	Security Guards should take pride in their duties and maintain a keen interest in their jobs. This will show in the manner in which they perform their duties and will be recognized by all who come in contact with them.
INTEGRITY:	A security Guard is placed in a position of trust. Their actions must always be done in an honest manner. Honesty is the human quality of communicating and acting truthfully related to truth as a value. This includes listening, and any action in the human repertoire — as well as speaking. Superficially, honesty means simply stating facts and views as best one truly believes them to be. Integrity is consistency of actions, values, methods, measures and principles.
TACT:	A Security Guard should act without haste or undue emotion. Do not argue with people, and avoid force unless absolutely necessary. Present a calm, dignified bearing.

WE PROTECT THE CLIENT'S PROPERTY AND INTERESTS BY

- Observing irregular or unusual conditions and activities during each and every shift and correcting or reporting those conditions immediately.
- Permitting only authorized materials into or out of the clients premise.
- Permitting only authorized persons into the clients property and ensuring that proper Identification is received and recorded for everyone as required.
- Enforcing rules and regulations on the property as they pertain to the standing or post orders.
- Controlling keys and diligently recording the issue and return of keys under our control.
- Fire hazards, including burnt out exit lights and inspecting fire safety equipment
 - A fire hazard is any situation, process, material or condition that on the basis of applicable data may cause a fire or explosion or provide a ready fuel supply to augment the spread or intensity of the fire or explosion and that poses a threat to life or property.
- Safety hazards
- Security Threats or Hazards
 - A security threat or hazard is any act, omission or condition that could weaken or destroy the protective system and invalidate its integrity. Such threats compromise the total security defense and leave personnel, property and information vulnerable. These fall into 2 categories (1) Human and (2) Natural

Human	Natural
<ul style="list-style-type: none"> • Theft • Pilferage • Negligence • Sabotage • Espionage • Subversion • Carelessness • Kidnapping • Vandalism • Accidents • Fraud • Bombs • Assassination • Piracy • Ignorance • Indifference • Nuclear • Radiological • Chemical • Biological 	<ul style="list-style-type: none"> • Heat • Cold • Fire • Explosion • Darkness • Flood • Tornado • Hurricane • Earthquake • Tsunami • Wild Animals • Astronomical • Disease

- Theft of client materials or employee's property
- Proper badge identification, passes and material releases
- Burnt out lights
- Exposed classified or important documents
- Unlocked rooms and doors
- Loitering personal
- Violations of building rules by employees (smoking in inappropriate areas)
- Unlocked file cabinets in security areas
- Persons in areas they do not belong.

APPEARANCE OF A SECURITY GUARD

- Department is defined in the Oxford dictionary it is "behaviour or the bearing of a person."

At Primary Response we believe appearance of the Security Guard is of paramount importance in projecting that all - important image when dealing with members of the public as well as with the client.

A professional Security Guard sells his/her company by consistently doing an excellent job.

A neat uniform shows a professional person.

- White shirts should be kept white by cleaning after wearing every day. A plain white undershirt should be worn. Iron after washing or have uniform dry cleaned.
- Ties must be worn at all times when in uniform this includes when going to and from work.
- Polish your boots. Dirty shoes show a lack of care and professionalism
- Hair should be kept neat and washed.
- It should be short for males, off the collar and above the ear in a professional style cut.
 - Mohawks or insignia shaved into the hair is not professional.
 - Ponytails are not acceptable, as they cause a safety risk when dealing with potential violence.
- Shower before every shift.
- Males should shave prior to the commencement of every shift.
- Deodorant and perfume / cologne are recommended in moderation.
- Cologne and perfume are not substitutes for bathing or improper hygiene.

All interactions with people should be done in a professional courteous and friendly manner.

Never mistake that being friendly to people means you are friends. You do not have to be friends with people, only act in a friendly manner.

Do not respond to negative comments made toward you in a negative way. Allow people to vent emotions and respond to the problem not the verbal abuse

When emergency situations arise, your response will aid people in determining how they are to respond. A calm and composed guard will convey authority and aid in controlling a situation.

Remember the dignity factor in dealing with people. As security we may see people at their worst. When someone dies, making morbid jokes to cheer them up may be fine with your friends, but in the security field it will result in hurtful feelings and an unprofessional view from the public.

Be considerate of others feelings.

When using force or dealing with upset persons, it is important to control your own temper and act within the scope of your authorities and duties. Applications of force should be done in accordance with the law. Arrests should be made only within the guidelines of company and site policies.

Whether dealing with a suspect and being in an interview stance, or simply watching over a food court, a proper stance is important.

Hands in pockets, leaning on objects, being lax or complacent is never acceptable.

Move through your account with a sense of purpose. Do not scurry or rush, rather walk as if you had a destination and watching everything around you.

A neat clean work environment adds to the overall professional impression. Having objects that a subject could grab could lead to further problems for the guard.

Food should be cleaned up properly, not left for cleaners to take care of.

- A positive person promotes a positive work environment. When people are negative they bring down the entire department and lead to a reduced overall performance.
- Be self motivating.
- Be for things not against them.
- Look for ways to improve yourself and the overall security of the building.

A Security Guards concern is to protect persons and prevent damage or destruction to property. *Prevention is the key word.*

For example, if you spotted some young people trying to climb a fence to enter private property, you should shout at them or turn on the lights. Do anything **LAWFUL** that would *discourage* their trespassing, don't wait until they cross the fence so you can arrest them.

Another typical situation might be: A person intends to steal from a store, but suddenly sees a uniformed security guard on patrol. The person leaves the store without stealing anything. The guard, simply by being in uniform has **prevented** a crime.

If you can't prevent the incident, the proper action is to *observe and report*. You should:

- Observe carefully and
- Report immediately to the local law enforcement and/or your supervisor.

If a serious offense, such as theft, burglary or assault with a deadly weapon, has been committed, you will need help to apprehend the suspect.

CALL THE POLICE IMMEDIATELY. Even police who are trained to make forcible arrests are encouraged to call for help in dangerous situations.

SAMPLE SITUATIONS

You are patrolling the grounds of a factory at 2:00 am and you see two armed adults entering the stock room. What should you do? (*You should call the police, then observe and report*)

While you are guarding a sporting goods store, a man runs out of the store. Ten seconds later, the owner runs to you and says there has been a robbery. What should you do? (*Have the owner call the police, then observe and report.*)

You are patrolling a store parking lot. A shopper loads Christmas gifts into a station wagon parked in the lot and goes back to do more shopping. The windows of the station wagon are open and three boys are gathered around the station wagon looking in. What should you do? (*You should try to prevent a possible theft by making your presence known.*)

You are on guard in a jewellery store. An employee showing diamond rings to a customer is called to the telephone. The customer is left alone with the display box of diamond rings. What should you do? (*You should try to discourage a theft by making your presence known.*)

RELATIONS WITH THE LOCAL POLICE

Your job is made easier if you have a good working relationship with the local peace officers.

NEVER PLAY COP

You don't have the training for it and you don't have the *legal* authority to do the same things a peace officer can do. Also, playing "cop" will antagonize the local law enforcement and hurt your company's working relations with them.

DON'T MISLEAD PEOPLE

Because of your uniform, hat or other gear, some people may think you are a peace officer. **DON'T** do anything to encourage this false idea. Whenever the opportunity arises, make it a point to let them know that you are **NOT** a peace officer, but a security guard.

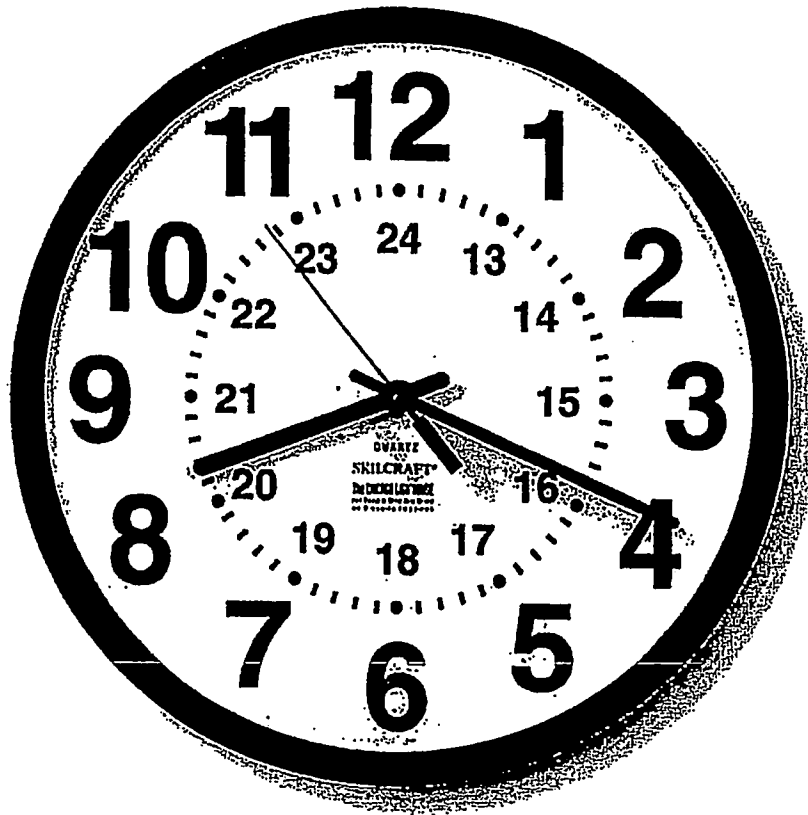
DURING AN EMERGENCY,

You may not interfere with peace officers who may be on the scene even if they are on the private property of your employer or client. You must cooperate to the extent possible with these peace officers or you may be subject to arrest.

REMEMBER:

Your roles are different! A peace officer is charged with the enforcement of laws in a city or municipality. A security guard is responsible for protecting only the specific people or property he is hired to protect.

THE 24 HOUR CLOCK



We work with the 24 hour clock. There are no AM or PM times. 11am is written as 1100 hours. 2 pm is written at 1400 hours.

Standard Time	Military Time	Standard Time	Military Time
12:00 AM	2400	1:00 PM	1300
1:00 AM	0100	2:00 PM	1400
2:00 AM	0200	3:00 PM	1500
3:00 AM	0300	4:00 PM	1600
4:00 AM	0400	5:00 PM	1700
5:00 AM	0500	6:00 PM	1800
6:00 AM	0600	7:00 PM	1900
7:00 AM	0700	8:00 PM	2000
8:00 AM	0800	9:00 PM	2100
9:00 AM	0900	10:00 PM	2200
10:00 AM	1000	11:00 PM	2300
11:00 AM	1100	11:59 PM	2359
12:00 PM	1200	12:01 AM	0001

24-HOUR CLOCK

With a regular 12-hour clock there are two times in the day for every number, such as six o'clock in the morning and six o'clock in the evening. This can be very confusing.

The 24-hour clock is much clearer, as there is only one time in the day for each number. Six o'clock in the morning is 0600 hours and six o'clock in the evening is 1800 hours. The 24-hour clock is used by many people in many places when the exact time is very important. It is used in airports and train and bus stations. It is also used by the military, the police, and the security industry. You will need to write your notes and reports using the 24-hour clock. You will also use the 24-hour clock if you have to testify in court.

Note: Midnight is written as 0001

TO CHANGE FROM 12-HOUR CLOCK TIME TO 24-HOUR CLOCK TIME

In the 24-hour clock system we give the number of hours since the beginning of the day for the first two digits, and the number of minutes since the beginning of the hour for the last two digits.

Example: Think about 4:30 in the afternoon. You have 12 hours in the morning + 4 hours in the afternoon, which makes 16 hours since the beginning of the day. There are 30 minutes since the beginning of the hour, so the 24-hour clock time is 1630

Note: The 24-hour clock time always has exactly four digits with no breaks between the digits.

12-hour clock time	24-hour clock time
3:06 a.m.	3 hours since beginning of day, so time is 0306
12:05 p.m.	12 hours since beginning of day, so time is 1205
5:00 p.m.	17 hours (12+5) since beginning of day, so time is 1700
8:14 p.m.	20 hours (12+8) since beginning of day, so time is 2014
12:59 a.m.	0 hours since beginning of day, so time is 0059

TO CHANGE FROM 24-HOUR CLOCK TIME TO 12-HOUR CLOCK TIME

The times between one in the morning and one in the afternoon are not difficult to change. The numbers stay the same, and you just have to add a.m. or p.m. For example, 0312 is 3:12 a.m. and 1259 is 12:59 p.m. From one in the afternoon until midnight we must take 12 from the first two digits and add p.m. For example, 1432 is 2:32 p.m.

THE MEMOBOOK

Is the basis on which the entire Reporting System rests. Every action a Security Guard is involved with, sees, hears or is advised of, must be recorded in his/her Memobook. "If it is not in the Memobook, there is no proof that it did or did not happen". Dependent upon your work placement, the Memobook may go home with you, or remain in the security office at your site. This will be communicated to you on your first shift.

Your Memo book is your confidential record of what you do every shift. Your supervisor / mobile supervisor / Primary Response Manager may inspect it and sign in it per shift or as they visit your site. No one else has the right to look at your Memo Book: not the client (unless pre-approved by Primary Response, which almost never happens) and not a Police Officer. The ONLY exception to this would be in the event that you use your Memobook to support your testimony in court. The lawyer who cross-examines you may inspect the entries you have referred to while testifying.

It is clear that the Memo Book is a very important document, which must be treated with respect.

Memobooks are vital to the integrity of the security guard. They provide written proof of incidents and help refresh memory of events

Many things happen on a shift, and some may seem inconsequential at the time. At later dates they may become very important to a client and proper documentation is important to verify what happened, was done or not done.

SUMMARY

- The memo book is a very important piece of equipment which when used correctly becomes invaluable when recalling incidents for report writing purposes, for court purposes, for litigation purposes and serves as an official record of duties performed.
- Supervisors use the memo book as a tool to communicate performance issues whether good or bad.
- Full details of all duties and tasks performed should be recorded in a neat and legible manner.
- Entries must be detailed, concise, factual and accurate.
- Memo book entries must be accurately reflected in the Site Occurrence book.
- Security Guards must be in possession of the memo book at all times while on duty.
- When not in use the memo book must be kept in a safe place.
- Unauthorized persons must not have access to the memo book.
- A Security Guard will not have more than one memo book in use at any one time.
- Security Guards must offer the memo book to a Supervisor for inspection.
- The memo book must be kept up to date.
- Abbreviations should not be used unless catalogued at the back of the memo book.
- Use proper English at all times.
- Use a black pen.
- Record important and/or frequently used telephone numbers in the memo book
- Take pride in the memo book, it is a reflection on a Security Guard's overall performance.

MEMOBOOKS - INTRODUCTION

All security employees are issued with a memo book. The memo book is an important part of the uniform and must be carried and used properly at all times while on duty. It is used to record all duties undertaken by the Security Guard throughout the course of a shift and is the official record of any incident encountered such as an arrest, a dispute, property damage, personal injury etc. If the Security Guard is called to court to testify to his involvement in a particular incident, it is expected, by both the prosecution and the defense that the security Guard will be in possession of the memo book and all relevant information is recorded therein. It is important that the memo book is used correctly.

MEMOBOOK - IMPORTANCE OF

The memo book is extremely important for many reasons, least of all.

- The memo book is the source document for all other reports. No fact or observation should appear in any other report that does not also appear in the memo book.
- Memo books are retained by head office for three years. At some point, the memo book may be the only document available to refresh the memory of some long forgotten shift or incident that has suddenly become important.
- On a day-to-day basis, a Supervisor will largely measure a Security Guard's performance by his/her memo book. A good memo book tends to indicate a good Guard who is performing his/her function conscientiously in the approved manner. A poor and sloppy memo book done incorrectly will place doubts in the mind of the Supervisor as to the level of performance of the Security Guard.
- The memo book must be able to be read and understood in a court of law without explanation or clarification being required. It must be able to stand up to close scrutiny in court. If it is complete and legible, and follows the approved format (explained later) it will likely stand up to the scrutiny. However, one error in fact, or one deviation from the approved format, can destroy the usefulness of the entire evidence being presented.
- Understand that the evidence written in the memo book is accepted, under oath, as being accurate, in the same way that the evidence contained in a Police Officer's memo book is accepted at face value. Legibility, consistency and good format can only reinforce the memo book's appearance and accuracy.

MEMOBOOK - ISSUE OF

- A memo book is issued as part of the uniform. On receipt of the memo book, the Security Guard should immediately complete the personal details section on the front cover.
- When the memo book has been completed, it is returned to the Primary Operations Centre and a new one issued.
- A new memo book will also be issued if the book in use is retained by a supervisor or seized as evidence by the Police
- When a replacement memo book is required in circumstances other than when a book is complete, the Security Guard must submit a detailed report indicating why a replacement book is required. In cases where an outside agency has taken possession of the memo book, a receipt must be obtained and attached to the report.

MEMOBOOK - CARE OF

- A Security Guard is responsible for the care of the memo book while in his/her possession. The information contained in it is extremely confidential and will undoubtedly contain information that could be detrimental to the client or other individual if it should fall into the wrong hands.
- The memo book must be kept in a safe place when not on duty. It should not be left in any place where unauthorized persons may have access to the information contained in it.
- If the memo book is lost or otherwise misplaced the Primary Operations Centre should be informed immediately. The Security Guard is responsible for the replacement cost of a lost memo book.
- The memo book should be treated as any other piece of equipment and should always be in a presentable condition.

MEMOBOOK - STORAGE

- Memo books should not be taken home but stored in a secure location on site. This allows access to the memo book should an issue arise that requires immediate clarification.
- Security Guards who "float" between sites will take their memo books with them however extreme care must be taken to ensure that the memo book does not fall into the wrong hands. The memo book should not be left in personal vehicles or any other place where unauthorized persons will have access to it.
- Completed memo books are stored at 250 Consumers Road for a period of seven years.

SUPERVISORY INSPECTIONS

Supervisors and managers may inspect the memo book of any security Guard at any time. The purpose of this inspection is to ensure that the Security Guard is performing his / her assigned duties and is also used as a communication tool, making other supervisors aware of ongoing performance issues.

A Security Guard must offer his/her memo book to the supervisor or manager for inspection as required. The Supervisor will check the entries and ensure that the memo book is being properly used. The Supervisor will sign in the margin of the memo book to indicate that it has been inspected.

If a Supervisor finds a fault in the completion of the memo book, or any other matter that requires attention, a comment will be entered in the memo book and the Supervisor's signature will follow the comment. Such comments could include, warned regarding wearing white socks, memo book not up to date, article of uniform requires repair. Other Supervisor's will read the comments and the Security Guard should have corrected any deficiencies outlined by a supervisory comment.

MEMO BOOK RULES

- Do not use the top or bottom space of each page if your page starts or ends with a half line.
- Do not leave any blank lines in the memo book.
- Do not tear out any pages. They are numbered.
- **Use black pen only.** Use the same pen for the entire shift. Do not use coloured pens, pencils, or felt tipped pens.
- **Print in BLOCK CAPITAL LETTERS.** Do not write. Printed entries always look more professional.
- Make corrections in the approved fashion. Draw a single line through the error, put your initials next to the error with the line through it and start again. Do not obliterate errors. If your pen skips, do not retrace the entry. Consider it an error and make the correction in the approved manner.
- Use the exact times. Do not round off times.
- Use the 24-hour clock. Do not use a.m. or p.m.
- Record an entry each time you start or finish an activity.
- Record everything done or observed during a shift, including those items that do not have immediate significance but could become significant at a later date.
- An entry must be made at least every twenty (20) minutes unless Site Standing Orders specifically allow an exception to this rule.
- Put only facts in your memo book. Things observed or done. All entries must be factual.
- If you are doing access control entries should indicate "watching doors" or "monitoring hallway" etc.
- Make your entries in point form and in plain English
- Do not use symbols.
- Do not use radio codes unless Site Standing Orders specifically allow this practice.
- Do not use slang such as "O.K.". Use "all in order" instead.
- Entries should be specific, complete and clear.
- When doing multiple area patrols, break down the patrol. Note the status of each segment of the patrol and note the time each segment of the patrol was completed.
- Use only those abbreviations that you have included in an index at the back of your memo book. Keep the number of abbreviations to ten or less. Only those abbreviations, which will be used frequently and truly save writing, should be included.
- Record all details of telephone calls made or received.
- Indicate that a report is being submitted immediately following the entries relating to an incident where a report is being submitted.
- Each days entries should be separated with a single line (initialled). Do not start each days entries on a new page.
- The memobook is the property of Primary Response and can be used for disciplinary purposes and must be brought to the office for any meeting with a manger or Human Resources.
- Your memo book must be carried on your person at all times when on duty. It is considered to be part of your uniform. If you are not in possession of your memo book, you will be deemed to be seriously out of uniform.
- If you forget your memobook, or lose it, contact Primary Response Dispatch right away so a Supervisor can bring you a new memobook.

- The memo book is the property of Primary Response. As it is confidential and an internal document, it is not to be shown to anyone except Primary Response supervisors and managers. It should not be shown to any non-Primary Response person.
- A mobile supervisor or a manager is empowered to view the memo book of any Security Guard at any site and at any time.
- A supervisor must sign each Security Guard's memo book each shift.
- Security Guards must record, on each occasion, the arrival and departure times of a supervisor. On each occasion the Security Guard must offer the supervisor the memo book for inspection.
- When a Supervisor signs a memo book he/she must do so in the margin so that it may be easily noticed.

	MONDAY 02 APRIL 2007
	(0900-1700) HOURS
	PRIMARY RESPONSE
	250 CONSUMERS ROAD
	9 TH FLOOR, SUITE 901
	TORONTO, ONTARIO
0845	ON SITE. BRIEFED BY
	S/O MIKE SMITH RECEIVED
	10 KEYS ON 1 RING, 1 RADIO,
	1 PASSCARD AND 1 PAGER
	ALL IN GOOD CONDITION.
	X <u>Mike Smith</u> (signature)
0900	CALLED TO REPORT ON
	DUTY SPOKE TO CAROLINE
	-----BODY-----
	-----BODY-----
	-----BODY-----
	-----BODY-----
	-----BODY-----
	-----BODY-----
1645	S/O LEE JONES ON SITE
	SECURITY LICENSE # 0123456
	EXPIRY DATE 09 / 2010
	BRIEFED S/O LEE JONES
	TURNED OVER 10 KEYS, 1
	RADIO, 1 PASSCARD AND 1
	PAGER ALL IN GOOD
	CONDITION TO S/O JONES
	X <u>Lee Jones</u> (signature)
1700	CALLED TO REPORT
	OFF DUTY <u>YOUR SIGNATURE</u>
	-----KV

THE COMPLETED MEMO BOOK:

When we put all the components of the memo book together, it should look like this.

The **HEADING, OPENING AND CLOSING** will all contain the same information according to the account you are working at.

The information in the body will change from day to day according to the events and occurrences that take place during each shift.

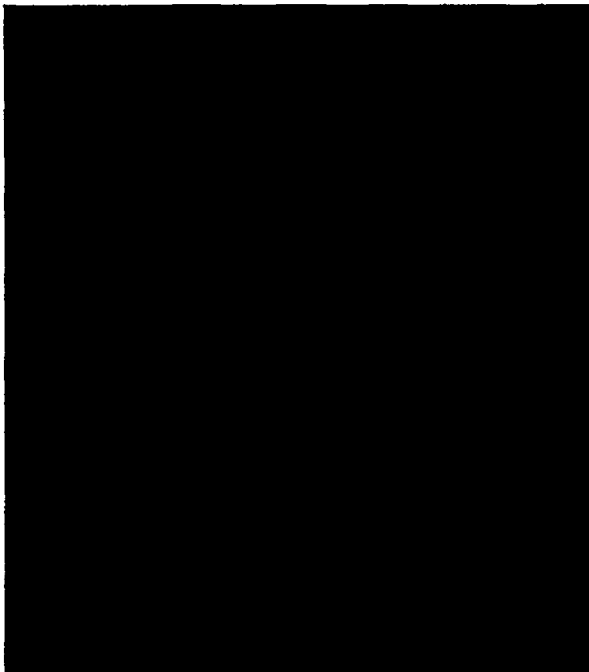
Other key points to remember:

Errors – when you make a mistake in your memo book, you correct it by striking out the error with a single line and making the necessary correction. Do not try to write over your mistake or cover it up. Your mistakes must be corrected in this manner so as not to call into question the information in your memo book, or damage your credibility in court.

Blank Lines – do not leave any blank lines in your memo book. From the first line of the heading to the signature line of your memo book, there should not be any blank lines. You are responsible for all information in between. Leaving blank lines either looks like you are leaving space to add information later or allows someone else to enter information in your memo book, which you will be held accountable for.

ON THE NEXT FEW PAGES YOU WILL FIND THE SECTIONS BROKEN DOWN ON DIFFERENT PAGES FOR YOU TO SEE AND UNDERSTAND HOW ALL THE COMPONENTS GO TOGETHER.

REMEMBER: FORMAT IS VERY IMPORTANT



0901	BEGAN PERIMETER PATROL
0918	COMPLETED LAST. AAO.
0919	ACCESS CONTROL DUTIES
0923	CALLED TO CHECK NORTH
	HALLWAY FOR SMELL OF
	SMOKE.
0925	ATTENDED HALLWAY AND
	FOUND TENANT OF SUITE 101
	IN HALLWAY SMOKING A
	CIGARETTE
0926	NOTIFIED NORM FROM
	PROPERTY MANAGEMENT
	--- entries continue every 20
	Minutes or as events occur ---



THE BODY:

The body of your memo book is where you document all details of any occurrences during your shift. This is your personal record of your observations during your shift. Details of anything you see, hear, or anything you are involved in should be documented. Make sure you record all the details. Do not leave anything out. Things that may not seem important at the time are usually helpful later. No detail is too small to be included. Entries are to made every 20 minutes or as events occur. This means that the maximum time between entries should not be longer than 20 minutes. Any time you start a new duty, you should record the time and place you started. **BE ACCURATE** – When you record anything in your memo book you are accountable for it. Do not round times – if the time you document an entry is 1357 HOURS, then that is the time that should be documented, not 1355 or 1400. Make sure your notes are legible. **PRINT IN BLOCK CAPITALS.** Correct all errors by putting a single line through the error and making the correction. Do no try to cover your mistakes. Sign off at the end of each day's entry. Your signature should be the last thing entered into your memo book for each shift.

THE CLOSING:

The closing of your memo book entry is where you enter the details of the conclusion of your shift. This is where you sign off on all details of each day's entries and verify that they are

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	RADIO, 1 PASSCARD AND 1
	PAGER ALL IN GOOD
	CONDITION TO S/O JONES
	X <u>Lee Jones</u> (signature)
1700	CALLED TO REPORT
	OFF DUTY <u>YOUR SIGNATURE</u>
	_____KV
	TUESDAY 03 APRIL 2007
	(0900-1700) HOURS
	PRIMARY RESPONSE
	250 CONSUMERS ROAD
	9 TH FLOOR, SUITE 901
	TORONTO, ONTARIO

an accurate account of you actions and observations for each shift.

The closing of the memo book entry contains six pieces of information.

THE TIME YOUR RELIEF ARRIVED ON SITE
 DETAILS OF THE BRIEFING YOU GAVE YOUR RELIEF
 THE EQUIPMENT TRANSFER
 SIGNATURE FOR THE EQUIPMENT
 THE TIME YOU REPORTED OFF DUTY
 YOUR SIGNATURE

THE TIME YOUR RELIEF ARRIVED ON SITE:
 Just as you recorded the time you arrived on site you should record the time your relief arrived. Their Security Guard License Number and the Expiration date. Ensure it has not expired.

DETAILS OF THE BRIEFING YOU GAVE YOUR RELIEF:
 When you brief your relief, make sure you document the details of the brief you gave your relief Guard in your memo book and have them read and sign off on it so that there is no discrepancy.

THE EQUIPMENT TRANSFER:
 When you turn over equipment to your relief Guard, have them check the equipment and sign off on it.

SIGNATURE FOR THE EQUIPMENT:
 Have your relief sign for the equipment you turn over to them. Their signature verifies that they received the equipment in the condition you documented.

THE TIME YOU REPORTED OFF DUTY:
 Record the time you call off duty at the end of each shift. This will ensure that you do not have any problems when you call on duty for your next shift.

YOUR SIGNATURE:
 Sign off at the end of each day's entry. Your signature should be the last thing entered into your memo book for each shift. Your signature verifies that all the information for each day's entry is complete and accurate up to your signature.

OBSERVATION AND REPORT WRITING

STOP! LOOK! LISTEN! In a sense *guards are paid observers*. As a guard your role is *PREVENTION*. When an offense has been committed, it is your responsibility to *OBSERVE* and *REPORT*. You may be required to:

- Report to the police
- Write a report for your company
- Testify as to what you saw, heard and did

FACT vs. CONCLUSION. You will need to know the difference between a fact and conclusion.

- A **FACT** is what has actually happened, or is known to be true.
- A **CONCLUSION** is a judgment or opinion formed as a result of the facts.

Peace officers and your employer are interested only in the FACTS. With proper facts, they can reach their own conclusions. For example:

FACT: As I came around the corner, I saw two men kneeling at the door. One was holding a crowbar. The door had markings around the lock.

CONCLUSION: The men are burglars.

FACTS	CONCLUSIONS
A man was walking inside of a fenced area, looking at the loading dock.	A man was wandering around looking for something to steal.
A young man was weaving back and forth and almost fell down twice in the two minutes I observed him.	He was drunk and couldn't even walk right.
A woman got into the car and tried to start it	She tried to steal the car
A girl picked up the necklace, examined it placed it in her purse and walked directly to the north exit	After she stole the necklace, she tried to get away by the north exit.

PRACTICE THIS SKILL! It will take practice to become a good *OBSERVER* and to be able to *REPORT* facts instead of conclusions.

When you write a report, remember to include these six facts:

1. Who
2. What
3. Where
4. When
5. How
6. Names of witnesses


Reminder!

THINGS TO WATCH FOR WHEN OBSERVING PEOPLE

FACE

Forehead

Shape: high, low, wide, narrow

Skin: smooth, deeply wrinkled, lightly wrinkled

Markings
moles, scars

Ears

large, small, flat against head, sticking out

Cheeks

Shape: sunken, filled out

Wrinkles: shape, deep or light

Cheek bones
high, low, wide, narrow

Facial hair

moustache, beard, sideburns

Hair

Type: straight, loose curls, tight curls, waves

Style: long, short, parted, neatly combed



Eyebrows

arched, straight, down slant, up slant, irregular

Eye Shapes

round, oval, up slant, down slant.

Eyelids

wide open, partly closed

Nose

Shape: flat, wide, long, etc.

Nostrils: narrow, flared, wide

Neck

Front: double chin, large Adam's apple, etc.

Sides: hanging jowls

Chin

Shape: round, oval, pointed, square

Other features: small, double, dimpled, cleft

Mouth

Corners: turned up, turned down, level

Upper lip: thin, medium, full

Lower lip: thin, medium, full

FULL BODY

Jewelry

watch, ring, bracelet, nose ring, earrings, tie clip

Sex

male or female

Age

estimate

Height

compared to your own height,

Weight

estimate

Build

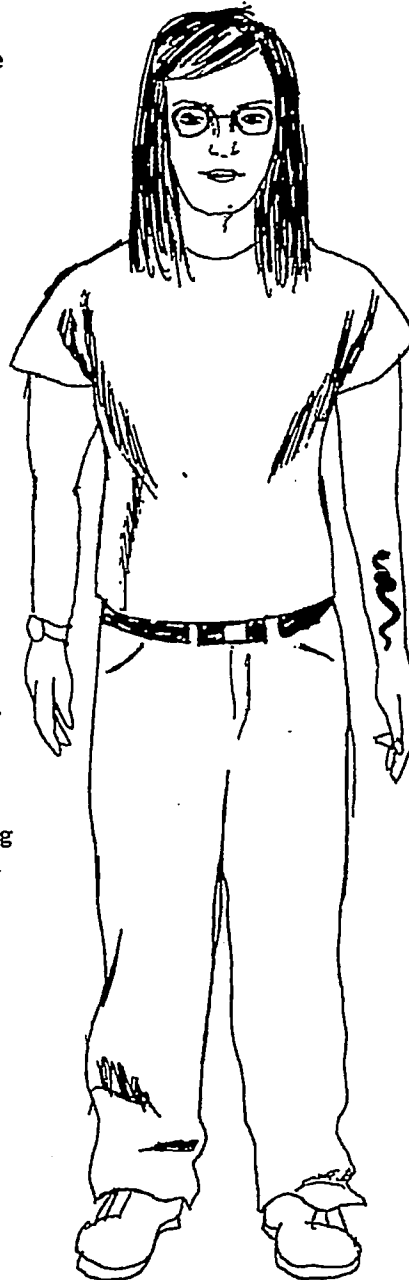
fat, husky, slim, muscular

Other

unusual make-up, clothing too large or too small, odd colours, patches, etc.

Glasses

size, shape, colour



Shirt

style, colour, sleeves, collar

Extras

belt, chains, scarf

Skin

colour, pimples, pock marks, acne, clean shaven, tattoos

Pants

colour, style (bell bottoms, shorts), cuffs

Socks

colour, pattern, length

Shoes

colour, style (laces, buckles, slip-ons, sandals)

Other clothing

hat, coat, sweater, tie, dress, boots, etc.

General appearance

neat, sloppy, clean, dirty, etc.

WHAT TO WRITE IN YOUR MEMOBOOK

Generally speaking, you should start with identifying material such as your name and address. Since you will eventually fill a series of notebooks, include the date the book was started and finished, together with the number of the book. You should use only one notebook at a time.

Security Guards who keep one notebook for rough notes and another for good ones not only have been subject to criticism by the courts, but also risk having the charges against an accused dismissed, when evidence that appears in one but not in the other is discovered during cross-examination. The court may get the impression that the evidence has been cleaned up or manipulated by the note taker. The same conclusion may be reached if entries are made in pencil and erased and written over. Make the entries in ink and remove any possible argument that the notes have been changed.

Keep your notes in chronological order. If a mistake is made in an entry, draw a single line through it, initial it, and rewrite the entry on the next line in the notebook. Do not leave blank spaces, lines or pages in your notebook. If this happens, draw a line through the space and initial and date it. Do not tear out sections or pages from the notebook. Make sure the entries are legible and do not use abbreviations or shorthand unless you also include a full description the first time the abbreviation is used. Remember, the goal is to let someone else looking at your notebook know exactly what the notes mean.

Keep control of your notebook. Over time, it will contain many things that should be treated as confidential – descriptions of events, telephone numbers, addresses, and so on. At worst, this information may fall into the wrong hands. And in the best case scenario, if you only lose it, it will be as if the notes you will come to rely on were never written.

Start each day with a fresh heading, recording the time and date you are working, weather conditions, location of the job site, and so on. These details may help you to recall your memories of the event that took place.

Following these entries, you should detail events that take place during the day. Things you may want to keep track of include:

- the time the call is received, the event viewed, or the complaint made;
- the nature of the incident;
- factual information, such as names and addresses;
- any diagrams required (a picture is often worth a thousand words);
- evidence found:
 - by whom;
 - where;
 - at what time;
 - how it has been labeled;
 - disposition;
- statements or summaries of statements of victims (statements by suspects or accused persons must be recorded verbatim);
- names of the parties involved, including aliases and nicknames, if appropriate, and if possible, addresses, telephone numbers, and dates of birth;
- descriptions of individuals (clothing, age, height, weight, sex, colour of hair and eyes, ears, nose, scars, tattoos or other distinguishing characteristics);
- description of property (serial number, size, damage, colour, make, or other identifying features);
- description of the scene (including diagrams and measurements as appropriate);
- weather conditions (after a slip and fall).

Do not use profanity in your notebook, unless it is part of a witness statement or statement from the accused. Quotation marks should be placed around the exact profane words that were used. Make sure that you keep your notes and observations as objective as you can.

Unless your opinion is particularly relevant, you only place facts in your memobook. Avoid writing your opinions down; chances are, you will likely recall these when you review the observations you have recorded. For example:

Opinion:

The accused was drunk.

Observations:

The individual staggered down the street, and when I approached within about three feet I could smell a strong odour of liquor on him. His eyes were glassy and bloodshot, and when I spoke with him his speech was heavily slurred. I asked...

Remember . . .

Your main duties are to deter, detect observe and report.

The key to writing good notes is to record as many details as possible. This is why it is important to make your notes right after you observe something, before you start forgetting the details. Record information received with all your senses, not just what you see. If you hear or smell something unusual, it could be important later on. It is better that you write too much instead of too little, as some information may end up being more important than you realize. For example, someone may try to distract you by telling you that there is a problem in the parking lot, meanwhile a robbery is taking place inside the building. If you have a clear description of the person who told you about the problem in the parking lot, it may be helpful during an investigation.

If you observe an incident that you know you will need to write a report about, make sure your notes include the answers to these important questions: Who, What, Where, When, Why, and How.

DRESS AND DEPARTMENT

CARRYING THE UNIFORM TO WORK

The decision to wear the uniform to work is a very personal one. In some situations, wearing your uniform off duty may expose you to abuse or physical violence. Consequently, we do not recommend wearing your uniform if travelling on public transportation to work alone. If you drive a motor vehicle to work, you have very little to worry about. However, be alert and park your car in a secure, well lit area where it can be observed.

LOSS OF UNIFORM

Security Guards are responsible for the security of their uniforms and are financially responsible for the replacement of any uniform articles lost as a result of neglect, such as leaving the uniform unattended in an insecure area. If you loose your uniform contact Primary Response immediately to purchase new uniform articles to replace lost articles.

USE OFF DUTY

No article of the company uniform is to be worn when off duty. The only exception is being in full uniform while in transit to and from work. Under no circumstances will parts of the uniform be worn off duty. This includes bomber jackets with the "Security" patch on it, or any Primary Response patch on it.

HEAD OFFICE ATTIRE

When attending Head Office during business hours, wear your full uniform, business attire or business casual. This includes all training courses attended.

UNIFORM DEPOSIT POLICY

Uniforms remain the property of Primary Response. Employees will pay a deposit for all uniform items issued. The employee must return all uniform items when leaving the company. Any items not returned will be deducted from the uniform deposit. Amounts of \$50.00 per pay cheque will be deducted to the full amount. Please ensure you read carefully any forms you sign for uniforms and that you receive all uniform items you sign for.

REQUIREMENTS FOR UNIFORM RETURN

1. All items that were obtained during tenure with company must be returned with 5 business day of last shift worked and prior to issuance of final pay check.
2. All uniform items returned must be dry cleaned. Dry Cleaner tags must be on items as proof
3. Any uniforms returned without drying cleaning or after the 5 business day limit will forfeit the entire deposit
4. Any items not returned will be deducted from the deposit, with the balance paid out only after all deductions are made.

DRESS AND DEPARTMENT ISSUES

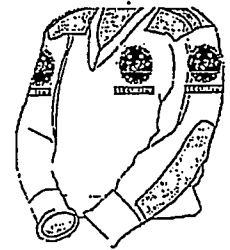
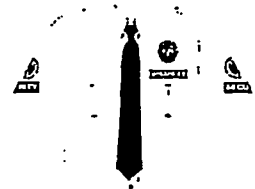
- SHOWER ON A DAILY BASIS & WEAR DEODORANT
- CHANGE YOUR CLOTHES DAILY (UNDERWEAR, SOCKS, SHIRT)
- BRUSH YOUR TEETH AND USE MOUTH WASH, ON A DAILY BASIS.
- USE COLOGNE AND/OR PERFUME SPARINGLY
- DRESS NEATLY AND IN PROPER ISSUED UNIFORM
- WEAR A CLEAN PLAIN WHITE SHORT SLEEVE T-SHIRT UNDER YOUR UNIFORM SHIRT

UNIFORM

- The whole uniform must be worn while working, on the job site. Parts or pieces of the uniform are not to be worn at any time while off duty.
- If travelling to and from work in uniform the entire uniform must be worn if the Primary Response Logo can be seen.
- You must wear only issued uniform items, unless authorized in writing from the Operations Manager.
- Under no circumstances are employees authorized to create their own uniforms to wear while on duty.
- It is the Security Guard's responsibility to maintain a clean, pressed uniform that is in good repair.
- All Security Guards are required to wear dark socks and polished black safety shoes with their uniform.

ISSUED UNIFORM ITEMS WILL INCLUDE:

- ✓ White Uniform shirt
- ✓ Navy Uniform pants (tactical)
- ✓ Navy Blue clip-on tie
- ✓ Navy/Yellow 3-season jacket
- ✓ Name Tag (worn on outer most layer of clothing)
- ✓ Navy sweater (as required)
- ✓ PR Baseball hat (optional)
- ✓ Tri-form Notebook issued by Primary Response



WHAT YOU WILL PROVIDE:

- ✓ Black polishable Shoes or Boots (Safety boots/shoes must be worn at all site which request it and construction areas (CSA certified green triangle).
- ✓ Black or Navy Socks
- ✓ Black pens
- ✓ Inexpensive Watch
- ✓ Black/Navy gloves (optional)
- ✓ Black/Navy toque (no tassels) for cold weather (optional)
- ✓ Black Duty belt and gear (optional)
- ✓ Ballistic vest with Navy external carrier or white internal carrier (as required & optional)

The HR Department at Primary Response distributes uniforms to all Security Guards.

In order to pick up a Primary Response uniform you must visit the office during the hours of 9:00 am to 3:00 pm, Monday to Friday.

Personnel in uniform and/or in a non-uniformed position will maintain a respectful, approachable demeanor while maintaining an edge of authority.

UNIFORM EXAMPLE

CORRECT

INCORRECT



UNIFORM COMPLETENESS

The whole uniform must be worn while working. Parts or pieces of the uniform are not to be worn at any time while off duty. You must wear only Primary Response issued/purchased uniform items, unless authorized in writing from a Manager. Under no circumstances are employees authorized to create their own uniforms to wear while on duty. A high standard of personal hygiene and grooming is expected from all employees. Daily use of deodorant is recommended. All personnel should shower or bath at a time as close as practically possible to the start of their shift.

In addition to the uniform, a Security Guard must also carry/have the following:

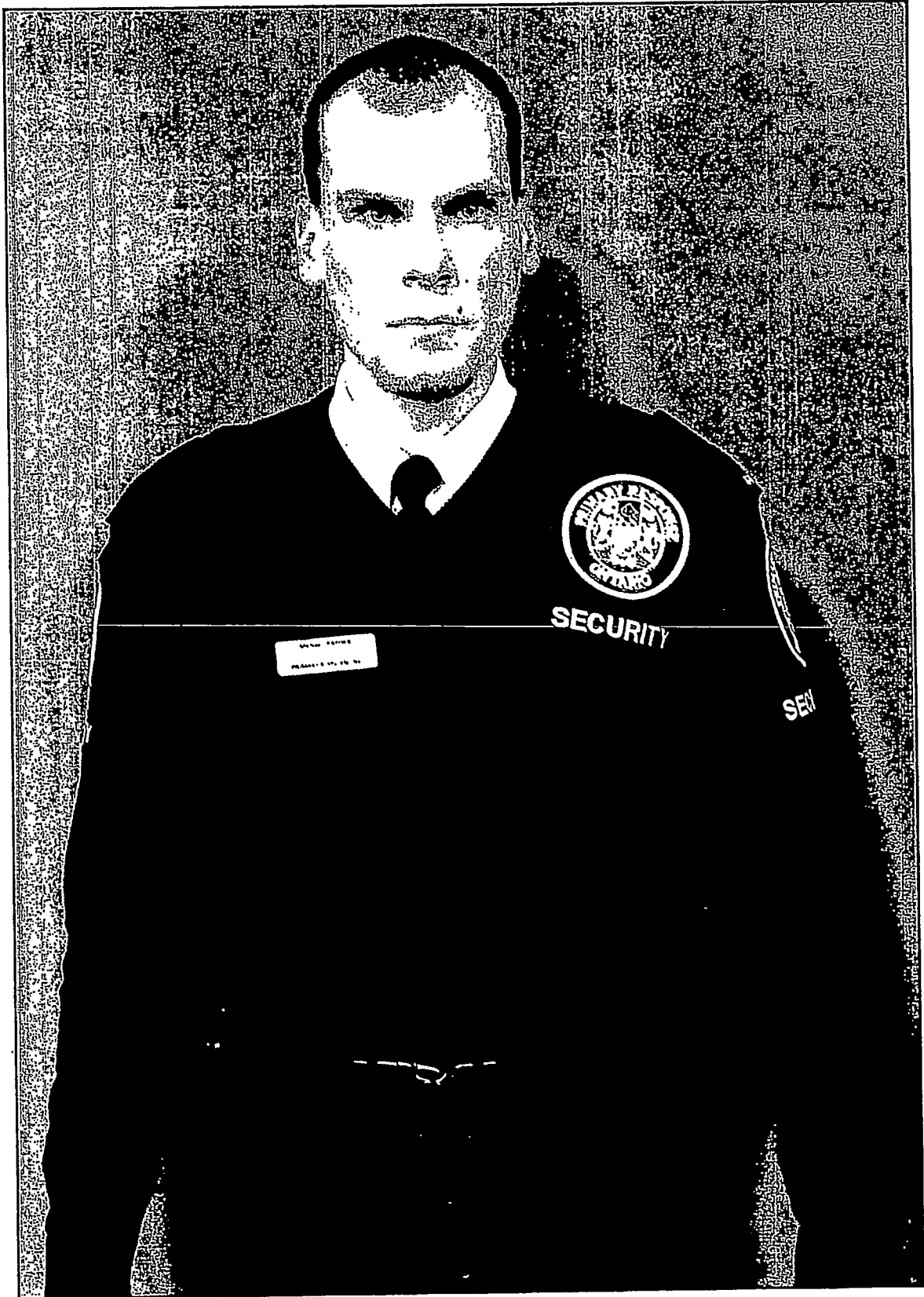
A Black Ink Pen

Wristwatch or timepiece

Security licence (legal requirement)

Radio (if required)





PROHIBITED ITEMS FOR CARRY WHILE IN UNIFORM

No Primary Response employee shall carry, wear, utilize or have in their possession the following while on duty:

1. **A knife of any kind or other edged weapon (except Multi-tools)**
Knives of any kind are not allowed, this includes Swiss Army or Clip knives.
2. **Handcuffs and or Handcuff pouches (without company approved training and company authorization card)**
Primary Response provides training on Self-Defense and Handcuffing. Even if you have taken training with another company, you are NOT ALLOWED to carry handcuffs or have them in your possession while working with Primary Response until you have completed our in-house training program and received an AUTHORIZATION TO CARRY CARD. Anyone found in violation of this policy may warrant serious disciplinary action up to and including immediate termination.
3. **Batons and or Baton holders pouches (without company approved training and company authorization card)**
Primary Response provides training on Expandable Tactical Batons. Even if you have taken training with another company, you are NOT ALLOWED to carry a Baton or have one in your possession while working with Primary Response until you have completed our in-house training program and received an AUTHORIZATION TO CARRY CARD. Anyone found in violation of this policy may warrant serious disciplinary action up to and including immediate termination.
4. **Magazine / Ammunition pouches**
Only while in the process of working as an armed guard may uniformed security guard carry on their person pouches designed or recognizable as for use with ammunition or firearms.
5. **Pepper spray or mace or Repellant Spray**
If any time a security guard is found in possession of a repellent spray of any kind, they and the employing agency may be subject to prosecution for possession of a prohibited weapon and may have their licence suspended or revoked. This includes oleoresin capsicum spray or foam, pepper spray of any kind, mace or bear/animal spray.
The regulations to the Criminal Code provides the following definition for a prohibited weapon as it pertains to a repellent spray:
Any device designed to be used for the purpose of injuring, immobilizing or otherwise incapacitating any person by the discharge there from of
(a) Tear gas, Mace or other gas: or
(b) Any liquid, spray, powder or other substance that is capable of injuring, immobilizing or otherwise incapacitating any person.
Section 91 (2) of the Criminal Code lists the offence and penalty for possession of a prohibited weapon. Exemptions to the legislation are also identified in the Criminal Code. A peace officer is authorized by law to possess a repellent spray while in the line of duty. Security guards do not fall within this exemption.
6. **Personal electronic devices including but not limited to:**
 - a. MP3 players / Ipods or other such devices
 - b. Cell phones, Blackberries, iPhones, Palm pilots, etc
 - c. Laptop computers
 - d. Portable DVD players
 - e. Electronic video games or other such devices
 - f. Tasers , Stun Guns or other such devices
7. **Homework and or personal reading material including but not limited to:**
 - a. Books
 - b. Magazines
 - c. Newspapers
 - d. Periodicals

PROHIBITED ITEMS FOR CARRY WHILE IN UNIFORM

UNIFORM STANDARDS:

All persons working as a Security Guard in the Province of Ontario MUST wear a uniform that complies with the new Ministry of Community Safety and Correctional Services Private Security & Investigations Branch regulations.

The standards are as follows:

Identification tag (name tag) with the Security Guards full name and/or license number is to be worn above the right chest pocket on the outermost layer of clothing so that it can easily be seen by the public.

Primary Response crest must appear on the left chest of the shirt, jacket, sweaters and exterior carrier of the soft body armour (if SBA is worn). These are in addition to the Primary Response Crests on the Sleeves.

The "SECURITY" crest (black bar) in upper case letters must be affixed 2-3 cm below each Primary Response crest as stated above.

The "SECURITY" crest (large black crest) must be affixed to the back of all jackets & soft body armour in lettering no less than 10 cm in height.

No stripes of any colour are to be worn on the uniform pants. (All old red stripe pants are to be returned and exchanged for the new Navy Blue pants)

No rank chevrons of any kind are to be worn. This includes on epaulettes, shirts, jackets, sweaters, etc.

In addition to the above Ministry Standards, employees must meet the following standards:

The tie must be worn at all times when in uniform. This includes during breaks, going to and from work where the Primary Response logo is visible to the public. **NO SITES ARE AUTHORIZED TO WORK WITHOUT TIES.**

Written authorization from a Manager is required for employees to work without a tie. Any employee authorized to work without a tie must be in possession of a letter from Management authorizing the exception and must produce it for inspection when requested.

Uniforms should be kept clean and pressed. Pants must be hemmed. The company tailor is available to mend or hem pants as required.

Employees are not to create their own uniforms. Any exceptions to the standard issued uniform must be authorized in writing from a manager and the employee must keep a copy of that letter on them to produce for inspection.

Employees must have their Security License and memobook on them at all times when in uniform.

Employees must wear BLACK or NAVY BLUE socks ONLY!

Employees must wear Black Safety Shoes / Boots (all leather & polishable). Safety boots/shoes MUST be CSA certified (green triangle). No other type of footwear is acceptable.

No article of the company uniform is to be worn when off duty. The only exception is being in full uniform while in transit to and from work. Under no circumstances will parts of the uniform be worn off duty. This includes bomber jackets with the "Security" patch on it, or any Primary Response patch on it.

If the employee wishes to wear a hat, it must be a company issued baseball cap or winter toque only.

Employees should shower prior to working and ensure they use deodorants, perfumes or colognes appropriately and sparingly.

FAILURE TO COMPLY:

If the uniform you are currently wearing does not comply with this policy, you are required to attend the office between 0900 – 1500 Monday to Friday to have this situation rectified.

Anyone found working without proper uniforms will be subject to disciplinary actions up to and including termination of employment.

PRIMARY RESPONSE POLICY

1. All employees are required to accept ALL placements in accordance with their agreement on the application forms and placement forms filled out prior to employment.
2. Regardless of whether the employee is initially assigned to rotating shifts or not, the employee must be willing and able to work all shifts on a rotating basis, based on their condition of hire. Full time employees must be available any day of the week for any shift, this includes weekends. Part time employees must be available every weekend. *This is a strict condition of hiring as the employee's assignment may be changed from time to time.*
3. All Employees are hired at a base pay rate no lower then minimum wage. Site pay rates are established for each contract. The pay rate is based upon the negotiated contract rate and the employee is paid in accordance with that site or duty assignment, which will change from site to site.
4. All documents submitted as part of the application process become the property of Primary Response Inc and are kept on file as part of the employment application. All records are kept in accordance with applicable laws governing applications and privacy issues.
5. All employees are required to cooperate in company investigations. Employees are not allowed to withhold or lie about important information with regards to any investigation.
6. Employees are prohibited from allowing friends, relatives, or any other unauthorized personnel on a site under any circumstances. Violations are considered a breach of Primary Response policy and will result in the employee's termination of employment.
7. If the employee is charged with an offense under the Criminal Code of Canada, the employee shall immediately notify the Operations Manager. This includes offenses that the employee is charged with committing while not on duty. The employee is also to advise the Operations Manager should the employee be found guilty or convicted of any offense.
8. The use of derogatory, threatening, profane, rude, impolite and/or unprofessional language is not permitted while on site and/or on duty, and is contrary to Company Policy.
9. Male Officers are required to maintain neat haircuts with trimmed sideburns no longer than the bottom of the opening of the ear and hairstyles must conform to a corporate image. Any questions should be directed to Human Resources Department. Hair must be kept off the ears and off the collar. Radical hairstyles / haircuts are not permitted. No earrings or studs will be worn while in uniform. No nose, tongue, lip or eyebrow rings are to be worn while in uniform or on duty.
10. Female Officers are not governed by specific regulations regarding hair, except that due care must be taken with respect to long hair, which could be used to pull the Officer off her feet or which could be entangled in machinery, etc. Hairstyles must conform to a corporate image. Any questions should be directed to the Operations Department. Jewelry is to be limited to avoid detracting from the uniform appearance. Heavy chains and bracelets, which are visible and other excessive amounts of jewelry, are not acceptable. No nose, tongue, lip or eyebrow rings or studs are to be worn while in uniform or on duty.
11. Employees must wear their issued full uniform at all times while on duty. The wearing of jackets and outerwear is dictated by the weather and site conditions but other issued uniform items (shirts, ties, uniform pants, etc.) are not optional. Dark socks are required when wearing uniform pants.
12. Security Officers are not allowed to carry, be in possession of or use, while on site and/or on duty, personal equipment including; pagers, cellular phones, computers, televisions, CD players, cassette tape players, radios, fax machines, electronic games, etc.
13. The use of telephones on the client's premises is restricted to calling Primary Response or emergency calls. It is illegal and an offense to incur charges on a telephone without the subscriber's permission in advance.

- Criminal charges may be laid against security officers utilizing communications equipment without permission.
14. Damage to client's property through negligence may result in the employee responsible being asked to pay for repairs and/or replacement of the equipment or property concerned
 15. Performance is tracked in part as result of disciplinary, commendation and evaluation reports written by Supervisory staff. These are used in cases where the employee performed particularly well or where there was a breach of regulations. The contents of each employee's personnel file are available to that employee for inspection. Your respective Operations Manager will make the necessary arrangements on request.
 16. Food and beverages are to be consumed in the security office during low traffic times.
 17. Smoking and/or chewing gum is prohibited while on access control, on patrol, or at any time while in public view.
 18. Non-Primary Response related reading materials, specifically newspapers, TV's, radios, CD\DVD players, MP3 players, MP4 players, iPods, Laptops, personal cellular telephones, Blackberries, Palm Pilots, E-book Devices, hand held electronic games, playing cards, or other entertainment material(s) should not be brought to work or used while on duty.
 19. Well-groomed personnel appear more professional and approachable. Hair must be well trimmed, worn above the collar, and shoes\boots must be polished. Be aware of personal Hygiene and take appropriate steps (deodorant, cologne, perfume, or body sprays) to prevent complaints.
 20. Unauthorized (must be authorized by both the client and Primary Response) use of a client's facilities will result in serious disciplinary action.
 21. Ties must be worn at all times while on duty, this includes during break times. Ties are worn clipped over the top button at the collar.
 22. **Name tags must be clearly visible on the outer most layer of clothing. If you put on a sweater or jacket make sure you move your name tag overtop to ensure that it can be read by the public.**
 23. **Guards must remain on site throughout their entire shift. Once you book on duty, you are to remain on site until the end of your scheduled shift. You are not allowed to leave site during breaks, or to get food or beverages. Any employee found off site during their scheduled shift will be subject to disciplinary actions up to and including termination of employment.**
 24. At the end of a scheduled shift, once the employee has called dispatch to book off duty, they are required to leave site promptly.
 25. Employees are not to return to any client site off duty without a lawful purpose. (Visiting other staff members or others is not a lawful purpose)
 26. Do not become overly familiar with client/tenant personnel. Maintain a professional distance. Do not run 'tabs' with on-site retailers such as the cafeteria, or otherwise abuse your authority.
 27. All Security Operatives while working in uniform, **MUST CARRY AT ALL TIMES, AND WHEN REQUESTED PRODUCE**, their Security License I.D. card as issued by the Ministry of Community Safety and Correctional Services to ANY PERSON. This includes members of the Public, Tenants, Staff, Visitors, Guests, Students, or anyone else who may ask!
 28. The following are serious breaches of conduct, which warrant serious disciplinary action up to and including immediate termination:

DERELICTION OF DUTY

- Leaving post during a shift without relief
- Leaving a post after a shift without being relieved or excused
- Failure to comply with the standing or post orders
- Failure to complete required memobook or occurrence reports
- Failure to complete required patrols or duties as required
- Failure to complete hourly Radio checks or phone checks as required

INSUBORDINATION TO:

- Client Personnel
- Company Management Personnel
- Locations Supervisor
- Dispatchers \ Communications Personnel
- Field Supervisors
- Shift Supervisor
- Primary Response Management Delegates

IMPROPER CONDUCT PERTAINING TO

- Client's Property
- Company Property
- Public Property

WITNESSED ACTS\COMMENTS OF DISCRIMINATION OR HARASSMENT

- Against the Client
- Against the Client staff
- Against any member of the public
- Against a co-worker
- Against any person

SLEEPING ON DUTY

- Premeditated
- Appearing to, or otherwise

ALCOHOL AND/OR ILLEGAL SUBSTANCES

- Intoxicated or under-the-influence when on Duty
- Drinking on Duty
- Smelling of Alcohol
- Under the influence of an illegal substance

- Handing over a shift to a Security Operative who is under the influence or suspected of being under the influence of alcohol and/or an illegal substance

PROFANE AND ABUSIVE LANGUAGE

Cursing, swearing or use of language which is abusive or demeaning will not be tolerated.

UNSUITABLE ATTIRE

- Wearing Uniform of Non-Company issue
- Mixing of Civilian Clothing and Company Issue Uniform
- Improperly Maintained Company Issue Uniform

UNPROFESSIONAL BEHAVIOR

- Rough, Course or Boisterous Play
- Conduct of this nature tarnishes the Profession and Company image.

SMOKING

- Where endangers life and property
- Where specifically forbidden in Post Orders
- Where specifically forbidden by law
- While on patrol
- While in a vehicle

In the event of any of the above breaches being observed by Client Personnel, Company Management, Field Location or Shift Supervisors the following action will be taken:

1. Personnel may be relieved of his/her shift.
2. Personnel will be informed of the reason for his/her removal and reminded of his/her Right to Challenge any Disciplinary Action, and the Grievance Protocol
3. An incident report will be taken
4. Personnel maybe directed to report to the Company Office on the next working day to meet with a member of Human Resource Development

**Assume you're being watched at all times,
govern your behavior accordingly.**

RULES REGARDING COMPUTER

- Primary Response Employees are prohibited from using a clients or personal computer at any worksite to surf the net, check personal email or download programs. This includes checking Facebook, Twitter, MySpace, Hotmail, Gmail, Yahoo Mail etc.
- Primary Response Employees are prohibited from using a clients or personal computer at work to look at pornography, including Sunshine Girls/Boys.
- Primary Response Employees are prohibited from using a clients or personal computer at work to do homework
- Primary Response Employees are prohibited from using a clients or personal computer at work to do security duties unless you have been given express written permission (standing orders or memo from management)
- Primary Response Employees are prohibited from making or taking a copy of any software from a worksite for "HOME" use, even if the CD was found in the trash.

ANY VIOLATION OF THE ABOVE MAY RESULT IN IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT AND MAY LEAD TO CRIMINAL CHARGES FOR BREACHES OF THE CRIMINAL CODE.

OTHER CONCERNS REGARDING COMPUTERS:

- Various virus's exist that can cause harm to computers and hackers can enter past most software programs and gain access to vital information.
- In the work place, an anti-virus program should be in place. I/T departments should be contacted before any programs are installed on systems.
- Watch for people removing computer chips, flash drives, CD's or sending files via email and FTP servers.
- People can steal information from computers various ways be observant.
- Software has copyright protections. Companies pay a lot for licenses for that software. Be watchful for employees that are removing copies of software for "HOME" use.

BENEFITS

You will be entitled to benefits for which Primary Response offers to employees for your job grade as set out by the company from time to time. These benefits are available for FULL time employees after **9 months**.

LEAVE OF ABSENCE

Employees may apply for personal leave of absence, which may be granted at the company's discretion. Four weeks written notice must be given prior to leave. The period of leave must be detailed and adhered to, including the reason for the request. Requests may be declined at the discretion of the Operations Manager. 30 day is the maximum term for a leave of absence. Each request is determined on a case by case basis.

Medical leave of absence must be taken under the care of a physician, only. A Doctor's certificate must be provided, listing the period of leave, days treated and a Return to Work Certificate must be provided prior to re-integration.

A minimum of two weeks' notice or more is required, at the discretion of the company to re-integrate any staff on extended medical leave. The operative must remain in contact with Primary Response on a weekly basis, in person by phone, at a minimum. As required by Employment standards and WSIB, if applicable, it is reasonable and expected that the employee will make unreserved efforts, in good faith to abide by this requirement as decided by the company, for each case.

LONG TERM MEDICAL LEAVE

Medical leave of absence must be taken under the care of a physician, only. A Doctor's certificate must be provided, listing the period of leave, days treated and a Return to Work Certificate must be provided prior to re-integration. The operative must remain in contact with Primary Response on a weekly basis, in person by phone, minimum or as required by the company. Two weeks notice for return to work must be given to allow suitable planning for return.

VACATION (6 WEEKS NOTICE)

Employees are entitled to one weeks of paid vacation after six months of continuous service. Employees are entitled to two weeks of paid vacation after one year of continuous service.

Vacations may be taken with six weeks' notice of request in writing and may be approved or declined at the discretion of the Operations Manager. Employees must confirm that their vacation was approved and not assume that by sending in the request it is automatic. Vacations are not allowed over the Christmas Holidays for field staff.

SICK DAYS

After one year of service, full time employees are entitled to 2 paid sick days per year. Must be approved by the Operations Manager.

EMERGENCY LEAVE

Employees are entitled to bereavement leave as provided by corporate policy. All employees are also entitled to unpaid emergency leave as provided by employment standards (up to 10 days per year).

BOOKING OFF SCHEDULED SHIFTS

BOOK OFFS (IN PERSON, NO THIRD PARTY OR V MAIL)

Certain rules apply to what is considered reasonable notification regarding an inability to report for a scheduled shift, whether this is a day of your regularly scheduled rotation or an overtime shift you have committed to attending. There are 2 types of book offs. The first is for EMERGENCIES ONLY and a minimum of 4 hours notice is required.

For non-emergencies, 7 days written notice is required!

BOOKING OFF SHORT NOTICE – FOR EMERGENCIES ONLY!

Book offs are accepted in person only, by phone. You must actually speak to a supervisor or manager in authority. Voice mail messages and Emails are not acceptable for booking off short notice.

YOU MUST SPEAK TO SOMEONE TO BOOK OFF and have the BOOK OFF ACCEPTED.

No third party book offs are accepted (please call in person, unless you are hospitalized or so ill you cannot speak. A doctor's note will be required before you return to work).

Friends or Family are not allowed to book off of a shift for you.

Four hours notice is required, one day is preferred if you know you are severely ill and will not make it in.

Contact Dispatch at 416-658-4536 and advise them of the need to book off. You will need to provide a reason for the book off.

It is at the discretion of the dispatcher to accept or deny the book off due to operational needs.

BOOK OFFS FOR NON-EMERGENCY - UNSCHEDULED SHIFT CHANGES

Book offs that are non-emergency (School or Course Exams, Doctor Appointments, Personal reasons, etc) must be in writing, and sent to the scheduling co-ordinator a minimum of **7 days in advance**. This can be done by Email or Faxing in a Request.

It is preferred that Guards SHIFT SWAP to avoid pay issues. Requests for unscheduled shift changes must be kept to a minimum (i.e. reserved for truly important situations where no other alternative is available).

The Guard who has agreed to switch shifts must co-sign the Report. Primary Responses reserves the right to decline all such requests that negatively impact on staffing issues or its service to its clients.

Abuse of the above procedure will cause all similar, future requests to be declined.

Short notice book offs cause tremendous difficulties for the persons responsible for scheduling and operations supervision. The procedures we require are not difficult and, if you compare them to many other companies, not just security, you will see that they are very fair.

Providing us with enough time to fill your schedule with a properly trained guard will not jeopardize the account. Not giving proper notice does jeopardize the account, which jeopardizes your job and the job of the rest of the guards, assigned to that location.

Please be fair, and take into consideration that there are many people relying on their job, and responsible for ensuring that we do not lose accounts.

The procedure for employees requesting leave (days off) is as follows:

WHAT IS THE PROCEDURE FOR REQUESTING 2 OR MORE DAYS OFF?

As we operate primarily on the platoon structure, two or more days of leave is deemed a vacation request. Complete a Vacation Request Form and submit to HR, ideally in person or via facsimile, at least **one-month prior to the first date requested off**. If you fax over a request of any kind always follow up with a telephone call to ensure we have received it.

You will be advised within 24-hours, excepting weekends. Weekend form submissions will be responded to by the following Tuesday.

WHEN ARE REQUESTS FOR 2 OR MORE DAYS OFF DENIED?

When you do not provide the required time notification.

When you do not submit on the correct form, it will most likely be overlooked and denied.

When you are still on a probationary period: to the company, or to a newly appointed position.

Between December 15th and January 4th, we do not permit leave for any employee of Primary Response.

WHAT DO I DO IF I ONLY WANT 1 DAY OFF?

You SHIFT SWAP with the guard opposite you.

Fill out the necessary form, have the other guard sign it.

Forward the form to the office for approval.

You must get approval to take the day off, otherwise you are required to work.

WHAT DO I DO IF I WANT 1 DAY OFF AND I AM AT A SOLO SITE?

Complete a Form 650 and submit to scheduling, ideally in person or via facsimile, at least **7 days prior to date requested off**. If you fax over a request of any kind always follow up with a telephone call to ensure we have received it.

You will be advised within 2 business days, excepting weekends. Weekend form submissions will be responded to by the following Tuesday.

WHAT HAPPENS IF I WANT THE DAY OFF AND SO I BOOK OFF ANYWAY?

Quite simply when you call to book off and do not follow the correct procedure you will be advised that you are contravene a company procedure. When members do not follow the proper procedure we are forced to implement Disciplinary Actions.

WHAT KIND OF DISCIPLINARY ACTION WOULD I BE SUBJECT TO?

If you were denied a day off and you simply did not show up, it would be considered a **FAILURE TO REPORT FOR DUTY** and the disciplinary action taken would be in accordance to the Disciplinary\Coaching Procedure every member is issued. Please refer to the Disciplinary\Coaching Procedure.

DISPATCH CENTER (24 HOUR)

Our 24 hour Dispatch Center can be reached by calling **416-658-4536**. All calls into Dispatch are recorded for quality control. The people who answer the phones in dispatch are supervisors or Management. They can provide direction and answers to questions. They can also if necessary discipline or suspend security guards for inappropriate actions.

All emergencies or incidents of a serious nature must be reported to dispatch as soon as possible.

REPORTING ON/OFF DUTY

Security Guards will report for duty in full uniform, at the prescribed shift start time. It is recommended that you arrive sufficiently early to allow for preparatory duties. **15 minutes** is usually enough time. You must be

in uniform, at your post, fully briefed, in possession of all required equipment, and completely ready to assume your duties at the official shift start time. Report to the security desk or security office for briefing. Sign for all keys and equipment transferred. Note condition and count. **You are required to stay on site through your entire shift until properly relieved or authorized to leave site by a SUPERVISOR.**

You are required to book **ON and OFF duty with dispatch.** Ensure that you call before your shift start time and call OFF DUTY at the end of the day, to avoid pay complaints later on.

HOURLY RADIO OR TELEPHONE CHECKS

As a matter of Security Operative safety, all employee's working in single person locations must make hourly checks via radio or telephone to the 24 hour dispatch centre.

These hourly checks are recorded for operative safety. It is important to make these hourly checks to ensure that each employee is safely accounted for.

Failure to comply with this policy and directive will result in severe disciplinary actions up to and including suspension and/or termination of employment.

OHSA (OCCUPATIONAL HEALTH & SAFETY ACT)

COMPANY DUTIES

PRIMARY RESPONSE INC. (hereon referred to as the "Company") shall implement and maintain all preventative measures to ensure that every employee works in a safe environment.

(a) At least half the members of the committee shall be workers that do not exercise managerial function.

(b) Two Co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a worker member; the other shall be a Company member.

EMPLOYEE DUTIES AND RESPONSIBILITIES

Every employee of the Company shall abide by the following policy procedures;

- Understand, work within and apply the health and safety policies of the Company and the Occupational Health and Safety Act.
- Use all protective devices, clothing or equipment properly as required by the Company's Health and Safety policies and/or the Occupational Health and Safety Act.
- Inform a Company Supervisor of any protective devices, clothing or equipment that may be defective and ensure that these devices, clothing or equipment are not used.
- Work responsibly and do not participate or engage in any prank, contest, feat of strength, unnecessary running or act in a tough and boisterous manner. In addition, ensure that while working, not to engage in any conduct that may endanger themselves or any other person.
- Immediately report all accidents, incidents, hazards or potential accidents or hazards to a Company Supervisor. Also, ensure that an accident or hazard report is completed and cooperate in any investigation that may be conducted by the Company or Ministry.
- Inform a Company Supervisor of any health and safety concerns.
- Refuse work that may be hazardous or which may endanger themselves and/or anyone else (refer to Work Refusals).
- Inform a Company Supervisor of any prior accident or incident that may affect their ability to perform the essential duties of the job.
- Do not use or be under the influence of alcohol or any narcotic that may impair the performance of their regular job functions while in the course of employment.
- Attend training programs arranged by the Company or Joint Health and Safety Committee as deemed necessary.
- Ensure that the appropriate Company uniform is worn and is visible during every shift. Understand and acknowledge that after any accident or incident, medical information must be provided to the Company regarding any medical restrictions, to ensure that injured workers will be accommodated with modified duties.
- Understand and acknowledge that non-compliance with the Health and Safety policies of the Company of the Occupational Health and Safety Act may result in disciplinary action (refer to Discipline Procedure for Health and Safety Violations).

WHMIS

WHAT IS WHMIS?

- This unique Canadian system is part of a federal law package called Bill C-70. It helps protect workers through education and prevention. WHMIS provides this protection by giving you the "right to know" about the risks you may face from exposure to workplace chemicals.
- The Workplace Hazardous Materials Information System (WHMIS) was set up to protect workers who work with or near hazardous materials.

THREE MAIN PARTS

WHMIS requires employers to:

- Label containers of hazardous materials;
- Provide a Material Safety Data Sheet (MSDS) with information about the hazardous material;
- Provide workers with training about how to work safely with the hazardous material.

This "three prong attack" is sometimes referred to as the WHMIS Triad.

WHMIS IS LAW

The Workplace Hazardous Materials Information System (WHMIS) is a legislated system that provides information regarding the dangers and safe handling of materials used in the workplace. The system was initiated and developed through joint consultation between representatives from industry, labour, and government. The legislation requires suppliers of hazardous materials (referred to as controlled products) to provide specific information on their products through material safety data sheets and labels. Employers who use products are required by provincial regulations to inform their workers of the risks related to the materials and to implement safe work practices.

The WHMIS system is an important component of the duties of an employer with respect to all chemical and biological substances.

WHO MUST BE TRAINED IN WHMIS?

As a Security Officer you should not have to work directly with hazardous materials. However, you have the right to know about the ones that are used at your site, as you may be exposed to them while you are on patrol or dealing with issues on the site. Anyone who works with hazardous materials or could be affected by a leak or a spill of chemical or biological products will require training. However, not all workers will require the same level of training. For example, training for warehouse staff may only need to include the safe handling of products and what to do if a spill occurs. Industrial workers will need extensive training on the safe use of all hazardous products in the workplace.

Office workers and retail cashiers, for example, do not require such an intensive training program. Security Officers should be well aware of the different products at their job sites. A trained worker should be contacted at once should a Officer have any concerns about products marked with any of these labels.

When a hazardous material meets the classification criteria of any of the WHMIS classes it is called a controlled product.

WHMIS HAZARD CLASSIFICATIONS

The security Officer may not require the same training as an industrial worker, however, he or she should be familiar with the following hazardous goods symbols.

CLASS A – COMPRESSED GAS



Compressed gasses can include products in cylinders and also aerosol containers, depending on the pressure. They have some basic types of hazards associated with them:

- Fragmentation (explosive effect due to damaged or overheated containers);
- Projection (gas released from a damaged container produces a rocket effect);
- Oxygen displacement, resulting in a risk of suffocation;
- Extreme cold temperatures.

Examples: Aerosol can, fire extinguisher, propane tank

CLASS B – FLAMMABLE AND COMBUSTIBLE MATERIAL



This class of product can catch fire easily under certain circumstances.

CLASS C – OXIDIZING MATERIAL



Oxidizing materials can cause other materials to ignite on contact with them, or increase the rate of burning of fires. There are two types of oxidizing materials:

- Oxidizing materials – promote fire by adding oxygen but are often non-flammable themselves.
- **Example:** hydrogen peroxide
- Organic peroxides – promote fire by adding oxygen and are usually flammable themselves.
- **Example:** hardeners in resin kits for model car kits

CLASS D – POISONOUS AND INFECTIOUS MATERIAL

Class D has three divisions and some of these divisions have subdivisions. Each division has its own symbol.

D1 IMMEDIATE AND SERIOUS TOXIC EFFECTS

Exposure to these materials is gained through skin or eye contact, ingestion and inhalation. Materials may cause serious injury or death following contact, even for small exposures.

D2 OTHER TOXIC EFFECTS

Chemicals in this division can produce health effects that do not appear right away, or may not be immediately life threatening.

D3 BIOHAZARDOUS INFECTIOUS MATERIAL

These materials may cause diseases in animals or humans.

Example: Blood samples infected with the herpes virus

CLASS E – CORROSIVE MATERIAL

Corrosive materials can attack steel, non-clad aluminum surfaces, or human tissue. With human tissue the hazard that is posed is similar to third-degree burns, i.e., death of the tissue.

Example: Acids (such as battery acid), bases (such as lye), or mercury

CLASS F – DANGEROUSLY REACTIVE MATERIAL

Dangerously reactive materials can:

- Polymerize, decompose or condense vigorously;
- Become self-reactive under shock, pressure or temperature changes;
- React vigorously with water to release a toxic gas.

Example: Hardeners in resin kits for model cars, some pool chemicals.

LABELS

A security Officer may work at a site where he or she is responsible for receiving goods from outside suppliers. The supplier of controlled products must affix a defined label on all containers. The information to be given includes the dangers, precautionary measures, and first aid responses to the product indicated. The border of the label is distinctive and helps to readily identify a controlled product. This label, known as the supplier label, could be a mark, sticker, tag, or wrapper, and must not be removed, modified, covered, or deliberately defaced as long as the material stays in the container. The security Officer should, in the normal course of his or her duties, not open such containers.

The supplier label will have the following seven categories:

- The product identifier;
- Hazard symbol(s) for the Classes and Divisions in which the product falls;
- A statement to the effect that a Material Data Safety Sheet is available;
- The supplier identifier (the complete address is not required);
- Appropriate risk phrases regarding the exposure to the controlled product;
- Precautionary measures to be followed when handling, using or being exposed to the controlled product;
- First Aid measures to be taken in case of exposure to the controlled product.

This information will be surrounded by the distinctive WHMIS hatched border.

SUPPLIER LABEL

(1. the product identifier)
Gasoline
(2. the risk phrase)
Highly Flammable Liquid
(3. the precautionary statement)
Keep Away From Open Flames
(4. the hazard symbol)

(5. reference that MSDS is available)
For Additional Information Refer To Material Safety Data Sheet
(6. first aid)
If Swallowed, Do Not Induce Vomiting
(7. the supplier identifier)
Southern Alberta Institute Of Technology 1301 - 16th Avenue N.W., Calgary, AB, T2M 0L4

WORKPLACE LABELS

These labels are required when:

- a supplier label is no longer legible;
- the hazardous material is transferred from its original container into another container; or
- the material is used solely at that worksite.

The workplace label does not have as many requirements as a supplier label.

1. The product identifier

(1. PRODUCT IDENTIFIER)

GASOLINE

2. Basic risk statement

(2. PRECAUTIONARY / RISK STATEMENT)

HIGHLY FLAMMABLE

KEEP AWAY FROM OPEN FLAME

3. A statement that a
Material Safety Data
Sheet is available

(3. reference to MSDS)

**REFER TO MATERIAL SAFETY
DATA SHEETS FOR ADDITIONAL
INFORMATION**

WSIB OBLIGATIONS (WORKPLACE SAFETY INSURANCE BOARD)

All work related injuries, no matter how apparently inconsequential must be immediately (or within 24 hours) reported to your direct supervisor and Primary Response Dispatch. Failure to report injuries may jeopardize your entitlements to compensation. Employees are obligated to cooperate with their supervisor who must thoroughly investigate all circumstances related to the injury.

Accidents causing injuries that have potential to result in time lost from work or serious medical complications will be attended to at the hospital, immediately following the injury. The employee will wait at the hospital and receive the treatment of a doctor. The employee must let the doctor know it is a work related injury to ensure that proper paperwork is filed. Upon departure, the employee will obtain a certificate either allowing their return to duty or referring them to seek treatment from their family physician.

WORK RELATED INJURIES

All employees that miss time at work are obligated to contact an appropriate management authority and advise regarding condition, prognosis and expected return to work. Until such time as the employee returns with a detailed doctor's note, the employee is obligated to maintain unreserved contact by phone.

WSIB FORMS

Any time an employee suffers a work related injury, they are obligated to immediately report the injury to their supervisor, no matter how small or trifling the nature. If the injury may result in lost time, the supervisor and/or Operations Manager must complete related WSIB forms and file them. In order to assist in this regard, it is imperative that employees cooperate, providing all necessary information and follow the direction provided.

STATUTORY HOLIDAYS

Employees are expected to work all statutory holidays that fall within their regular shift rotation. Compensation will be provided according to employment standards in effect at the time. If a statutory holiday falls on a regular day off, you will receive compensation according to the standard (a regular day of pay, calculated as an average of the hours worked during the previous 28 day period {4 weeks}).

Ontario has nine public holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day (December 26)

PAY PERIOD / PAY DAYS

Employees are paid every two weeks through direct deposit. Pay days are on FRIDAYS. You are paid from the Monday for two weeks to the previous Sunday before the pay. For example the pay period ending November 09, 2008 would be paid on Friday November 14, 2008.

PAY DISCREPANCIES

All pay discrepancies must be promptly (within 1 month) reported to the Operations Manager. A written report will be submitted, including supporting documentation and all pertinent details to the attention of the Operations Manager for resolution, ASAP. It is the employee's responsibility to promptly follow these matters up, including the obligation to report any error resulting in an overpayment.

If you have concerns or a pay complaint, contact the office with the required information. Pay issues should be directed to Primary Responses only. Do not ever take pay concerns to the Client.

- Check your pay every time.
- If you have concerns or a pay Discrepancy, contact Operations Manager the office with the required information as soon as possible. **DO NOT WAIT WEEKS!**
- You will need to put the information in writing, including dates and copies of memo book entries, for the entire pay period.
- Provide a brief description of the problem (example. I am missing 5 hours from this pay period)
- Adjustments will appear on your NEXT PAY.

OVERTIME PAY

All overtime must be pre-approved by the Operations Manager and entered into the schedule. Approved overtime will be compensated at time and a half, as provided by the Employment Standards Act and the AGREEMENT TO AVERAGE HOURS FOR THE PURPOSES OF CALCULATING OVERTIME PAY. Overtime is paid after 88 hours in a two week period (refer to **APPLICATION PART 3 NEW HIRES WAIVERS AND FORMS**)

RADIO'S AND OTHER EQUIPMENT

In the event that Security Guards are in charge of company equipment (i.e. two way radios, vehicles, keys, etc.) they are to be handled with care. Security Guards will be responsible for any damage or loss due to negligence.

ENTERING UNDERGROUNDS, INACTIVE LOCATIONS, FOR PATROL

If solo, you must contact Primary Response Dispatch prior to, and at completion, of attending a patrol in an underground or inactive area. If this is a multiple staffed location you must ensure your partner(s) are aware of your location at all times. If ever in doubt of your safety contact Primary Response.

READING ON DUTY

You are prohibited from reading any material while on duty other than Standard Operating Procedures, Directives, Post Orders, Policy and Procedures and/or other security related material approved by Primary Response.



TELEPHONES

Using location telephones or personal cell phones for personal calls is strictly prohibited. This includes long distance calls, 411 calls and/or any call that is not directly related to a location security matter. You are not allowed to carry your personal cell phone on duty. Violations of this policy will result in serious disciplinary actions up to and including termination of employment.

SECURITY LICENSE

All Employees **MUST KEEP THEIR SECURITY GUARD LICENSE CURRENT**. This requires the guard to renew their license and ensure it does not expire. Guards must provide a copy of their **VALID** license to the office upon it's renewal. This can be faxed to the company at (416-658-3707) to the attention of the HR MANAGER. Anyone found to be working or attempting to work with an **EXPIRED LICENSE** will be subject to disciplinary actions. It is each employees sole responsibility to maintain their license. Do not expect the company to contact you to remind you or to renew the license for you. There will be no exceptions to this policy.



MEALS AND BREAKS

1. Allowed break times per shift:

- 4 hour shift – one 15 minute break
- 8 hour shift - one ½ hour meal break.
- 12 hour shift – one ½ hour meal break and one 15 minute coffee break.

2. Meals and breaks are not to be taken within one hour of each other, or at the Beginning/end of a shift. You cannot bank your break time and use that as an excuse to go home early. If you don't get a break throughout your shift it does not carry over either. If it is not possible to get a break during the shift then you simply don't get it.
3. Guards will take meals/breaks at non-sensitive low-traffic times.
4. Guards will respond to requests and emergencies while on meals/breaks.
5. Guards may not leave site for meals and breaks, or at any time while on duty (without explicit permission).
6. No two Guards shall be on meals and breaks at the same time.
7. Guards will be relieved by another Guard for meals and breaks.
8. Eating areas are to be kept neat and clean. Dispose of garbage in proper receptacles.
9. Meals and breaks are to be taken in the security office away from public view.
10. You are paid for all breaks during your shift, so if a call for service should come in while you are on break, you are expected to attend to the call and then resume your break once the call for service has been concluded.

SLEEPING ON DUTY

Employees are not allowed to sleep on duty nor appear to be sleeping. This includes during break times or while in the security office. Appearing to sleep includes, resting your eyes and putting your head down, etc.



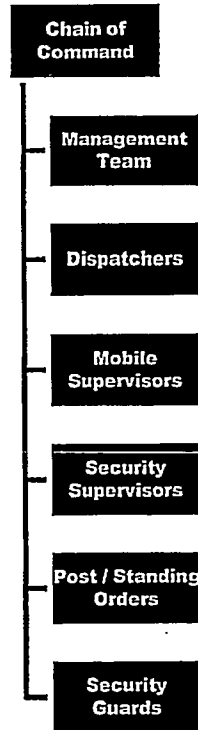
LEAVING THE SITE WHILE ON DUTY

Employees are not allowed to leave site during their shift unless authorized by a supervisor. This includes during breaks or to get refreshments etc. You must remain at your post or on your site throughout your entire shift. Any violation of this will result in disciplinary actions up to and including suspension and termination of employment.

TAKING DIRECTION / CHAIN OF COMMAND

Security Guards take direction from Post/Standing Orders, Supervisors, Mobile Supervisors, Dispatchers and the Primary Response Management Team. If a Security Guard is unsure what to do, they should always seek guidance from a superior in the chain of command.

All Security Guards must follow directions from Mobile Supervisors or from Dispatchers. Failure to comply with instructions from superiors in the chain of command will result in disciplinary actions up to and including termination of employment.



Rank structure is important. It is like a link of chains. This chain forms a link between the Management and the Security Guards with a clear order of responsibility and authority. This chain allows transmission of instructions anywhere in the chain of command and for that issued order to go down the chain to the level at which it needs to be accomplished. Also it allows for those at the bottom to know who they report too and who to seek guidance from. It also allows for the smooth operation of many assorted tasks to be accomplished efficiently and quickly. But this chain can become weakened when someone does not follow the chain up the through the command for grievances or does not follow the orders of those who are placed above them. By not following orders or by trying to go around those who are placed above them, they cause others to see that the rank structure is unimportant and this causes the rank structure to breakdown and can eventually lead to chaos and anarchy.

In addition, when Guards do not follow orders they are putting themselves and the Company in Liabile positions which can lead to Criminal or Civil prosecution.

THE IMPORTANCE OF FOLLOWING THE RULES

The importance of following orders cannot be emphasized enough. In the Security world this is *key* to Client happiness. When an order is issued by a person in authority, it is issued with the understanding that subordinates will carry out that order, effectively and efficiently. When or where that order is issued does not take precedence on the importance of that order. The orders issued in training are just as important as the ones being issued at a work site. It is important that the order be understood and done when told to, to avoid further problems. Discipline and effectiveness is built on the foundation of obedience to orders. Recruits are taught company procedures and policies, in addition to being given manuals which act as orders from their superiors, right from day-one of employment. Staff members who fail to obey the lawful orders of their superiors risk serious consequences. Procedures exist for a reason. They ensure consistency and fairness in handling similar situations. They provide guidance for unfamiliar situations. They take into account Company and Site policy objectives that an employee may not think of at the time he or she acts. And, they often protect the rights of others, including privacy issues, Client information or Company Interests.

The orders are issued to employees with the intention of protecting not only the Client, and the Company but the employee themselves. Examples of this include issues surrounding uniforms. The guidelines of the Ministry are quite clear on uniform issues, and it is the employee who would be in trouble for not non-compliance not the company.

Areas of responsibility are clearly defined in Standing and Post Orders, done in compliance with Company Policies. Management may at times give instructions which differ from site Orders and these verbal instructions should be documented by employees and followed immediately. Any instructions from Supervisors, Dispatchers or Management must be adhered to, unless instructions come from a person higher on the chain of command. Violations of these directions can be considered gross misconduct and wilful neglect which could result in termination of employment.

Managers do not give suggestions about policies; they are orders which must be followed without exception.

**HARD
WORK
NEVER KILLED ANYONE**

**Follow
the
RULES**

LOW HOURS AND REFUSAL OF WORK

COMPANY REQUIREMENTS FOR CONTINUED EMPLOYMENT

Full time:	Must work minimum of 70 hours in a pay period
Part Time:	Must work a minimum of 32 hours in a pay period
Casual:	Must work a minimum of 8 hours in a pay period

Employees going 2 complete pay periods with less than the minimum hours will be sent a low hours letter indicating they have 1 pay period to meet the requirements. Any employee not responding or completing the necessary hours will be considered to have abandoned their position.

Employees are ASSIGNED posts within the range they indicated on their placement forms. Employees do not choose where they work; they are assigned based on operational needs, skills and client requirements. These assigned positions may vary from week to week or may be consistent based on job performance and availability of placements.

Employees who continually refuse work or placements that are reasonably within the work areas they have indicated on their placement forms will need to meet with H/R to determine their suitability to retain employment. The maximum number of refusals of work within a pay period is three (3).

Full time employment status will change for employees who refuse work or work less than the required hours because of refusals of sites, or shifts; which could also result in a loss of benefits due to the status change.

PROBATIONARY PERIOD

All new employees are on a probationary period of 520 hours of work as signed in the New Hires Waivers and Forms. During this probationary period employees must comply with all company policies and procedures. Employees can be terminated for any reason during the probationary period without cause and without notice.

WHAT IS A PROBATIONARY EMPLOYEE?

- Essentially, probation is a trial period ensuring which the employer will assess and evaluate the employee to determine if he or she is suitable for long term employment with the organization. In *Mitchell v. The Queen* (1979) 23 O.R. (2d) 65 (H.C.J.), Van Camp J. describes the probationary employee in these words, at page 83:

The term is well understood in business and industry as an employee, who is being tested to enable the employer to ascertain the suitability of the employee for its purposes. Probation is a period when the employee may prove that he is suitable for regular employment as a permanent employee and will meet the standards set by the employer.

CODE OF BEHAVIOR

PRIMARY RESPONSE employees will strive to meet the following criteria in every interaction:

Maintain strict confidentiality.

Only discuss business on a need to know basis.

Deport themselves in an exemplary manner at all times.

Strive to excel in all endeavours.

Be prepared to make personal sacrifices to further the goals of excellence within the company.

Aggressively pursue training and improvement.

Contact their immediate superior with questions or advise them of any concerns or recommendations.

Make every effort to maintain an exceptional working relationship with peers.

The responsibility as a member of this Company is to abide by the code throughout your career. By doing so, you are furthering your growth in Primary Response as well as contributing to the success of the company and its clients.

DRESS AND DEPORTMENT

Primary Response's expectations regarding Dress and deportment are critical elements of success. Any deficiencies in uniform must be promptly addressed. It is your responsibility to ensure that your uniform is in good repair and that your grooming is immaculate at all times.

Remember, every interaction with a client, every moment you are on duty, is an opportunity to demonstrate the high calibre of professionalism resident in PRIMARY RESPONSE. Your personal dress and the manner in which you deport yourself will be pivotal in sending this message of excellence.

INDIVIDUAL WORK

You are expected to work independently as well as part of a team.

You will spend a great deal of time on your own when you are working. You will be assigned a series of tasks to be performed during your shift, and you are responsible for ensuring that those tasks are completed. This requires a great deal from an individual; confidence, planning, integrity, determination, and hard work.

Working alone also allows you the opportunity to demonstrate your work ethic and personal commitment to providing value.

When you attend a site to do any task, you assume the responsibility for providing the highest level of service to that client.

TEAM WORK

Keep in mind that you not alone; you are part of a team. Your team-mates are there to accomplish tasks similar to your own, and although each of you is responsible for your own checks, the Team is ultimately responsible for seeing that all the work is completed within time parameters. Your Senior Supervisor will set goals, and your direct supervisor will delegate and monitor the sector activity. All team members are expected to participate by working diligently and helping wherever possible.

Follow the directions of your Supervisor. If you do not agree with a decision, keep in mind the place to deal with it is in private. Differences should never be discussed on the radio network.

Team success will hinge on the smooth passage of information at all levels, in all directions. Keep your supervisor up-to-date on the status of your work. Don't try to go it alone because if you fail, the Team fails.

CONFIDENTIALITY

Discretion is expected and required.

Discuss business on a need to know only basis. This is critical to our success. Many tasks that PRIMARY RESPONSE employees conduct are extremely sensitive and therefore must be kept secret. Compartmentalizing that information within a group of people involved in a task is one of the best ways to ensure that confidential information stays confidential. Similarly, if we don't speak about business except on a need to know basis within a group, we certainly don't discuss business with outsiders, regardless of the nature of the conversation or our relationship with that person.

OPERATIVE SAFETY

Safety is paramount.

We are in a business where risks are prevalent. When you put on a uniform, you assume the inherent risks. PRIMARY RESPONSE takes proactive steps to ensure there are as many reasonable safety measures as possible in place to protect you on the job. This includes field support resources, two-person patrol when determined necessary, portable radios, Expandable batons (course required), personal body armour, communication and defensive tactics training, and a policy of putting a person's safety first.

We do not blindly walk into dangerous situations, or take risks that are unnecessary in relation to the protection of our clients. Your team has a safety plan that involves alarm and patrol tactics, emergency situations, communication and back-up contingency plans. All these steps are designed to promote safe work habits and support within the team structure.

Ultimately, operative safety is your responsibility... common sense, sound prioritization, application of training, and a degree of situation awareness and a suspicious approach will help protect you.

CHANGE OF PERSONAL INFORMATION

Written notification of any changes to your personal information such as name, address, phone number or banking information must be submitted in writing to the Operations Manager. It is important for correct processing of information such as taxes and information sent directly to you that this information remains current. Failure to provide this information when it changes may result in disciplinary action.

VEHICLE USE

All charges resulting from offences under the Highway Traffic Act and the Criminal Code are the responsibility of the operative driving the vehicle at the time of the offence.

PRIMARY RESPONSE utilizes cars for various patrols and they are very expensive pieces of equipment. The company's vehicles must be treated with care and respect. **You are responsible for the operation of the vehicle, and you will be required to ensure that it is clean and tidy at all times.** It should always be fit to conduct transports at a moment's notice, if necessary.

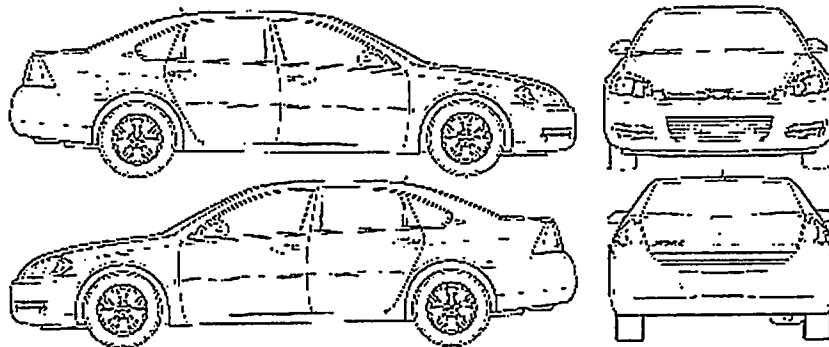
Your vehicle is your office and it will be kept in a manner reflecting the professionalism characteristic of PRIMARY RESPONSE. Do not tolerate a messy or dirty vehicle as it directly reflects poor department. Tidy, includes personal equipment such as brief cases and paper work. It should always be orderly, and it is recommended that your brief case be kept closed for protection against theft.

All our fleet vehicles are equipped with GPS locators that give detailed records of the operations of the vehicle, including location and speeds travelled, engine off/on, travel time, etc

At the beginning of each shift, you must conduct a vehicle check to ensure the vehicle is in good order and that all the equipment required is accounted for. Complete the necessary forms and list the following in your memo book:

1. Check for any new damage and report it immediately
2. Check all vehicle fluids to ensure they are topped up.
3. Test vehicle indicators, hazard lights, high/low beams, brake lights and the horn.
4. Check the trunk for a functional spare tire, jack assembly and tire iron.
5. Copies of the ownership and insurance slip.
6. All kit associated with the vehicle such as, flashlight, map book, etc.
7. Check that last entered mileage matches that on the odometer.
8. Check for both plates and current Val. Tag

Discrepancies are to be noted on the appropriate forms provided.



TRAINING COURSES

The company provides over 60 courses to its employee's free of charge. Employees are not paid for these programs as the company is absorbing the cost of each certification program. Each month a calendar is provided with the available courses for that month. Employees will book in to training based on their availability. Employees must show up for any program they book into and are not allowed to book off shifts to attend training programs.

New employees must complete the following training programs during their 520 work hours probationary period.

- Legal Authorities for Security
- Tactical Communications (Basic Level)
- Note Taking and Report Writing
- Non-Violent Crisis Intervention
- First Aid and CPR/AED



Examples other courses available to Employees:

- Introduction to Duties and Responsibilities – Part One
- Introduction to Duties and Responsibilities – Part Two
- Traffic Control
- Alarm Systems
- Explosive Devices and Bomb Threats
- Personnel and Material Access Control
- Note Taking and Report Writing for Protection Officers
- Emergency Response
- Fire Prevention, Detection & Life Safety
- Patrol Techniques and Procedures
- Security Communications and Control Centre's
- Building Operations & HVAC Systems
- Certified Protection Officer (IFPO & CGSB Certification)
- Public Relations, Ethics & Professionalism
- Customer Service for the Security Professional
- Police and Security Relations
- Issues in Diversity – Community Oriented
- Security
- Note Taking and Report Writing for Use of Force
- Non-Violent Crisis Intervention
- Tactical Communications (Basic / Intermediate)
- Basic Self-Defense Tactics & Weapons Awareness
- Handcuffing & Restraint Tactics
- Pressure Point Control Tactics
- Spontaneous Knife Defense Tactics
- Ground Avoidance, Ground Escape
- Monadnock Defensive Tactics System
- Monadnock Basic PR-24 Side Handle Baton
- Monadnock Expandable Tactical Baton
- Advance Self Defense and Scenario Training
- Understanding the Reactionary Gap
- Human Rights Code & Ontarians with Disabilities Act
- Interviewing and Investigation Techniques
- Crime Scene Preservation & Evidence
- Court Preparation and Courtroom Etiquette

EMPLOYEE EVALUATIONS / RATE INCREASES

Employee evaluations are done yearly on or around their anniversary date started with the company or 1 year after being promoted into a new position. This means the first day you started working or 1 year after your last promotion. Employees are requested to contact the operations manager close to their anniversary date and ask for an evaluation. Rate increases are dependent upon training programs completed and job performance. A lot of people think that because they have experience and no complaints at work that it is sufficient to get them a significant raise and then they are shocked when their performance review comes along and they are not given what they expected. If you don't meet the requirements at the time of your review it is another year before you will be evaluated again, which means you will not get a rate increase for at least a year.

DISCIPLINARY POLICY

POLICY

The Values stated in Primary Response's Strategic Plan include a commitment to open, effective communication and a commitment to treating our employees fairly and equitably. They speak to a provision of personalized service by caring and capable employees and a shared responsibility by Primary Response and its employees for employee development and wellness.

Primary Response recognizes its accountability to, clients and employees of the company. Primary Response has a responsibility to establish and maintain policies and procedures which provide for the most efficient and effective operation of Primary Response while adhering to the strategic priorities and values of the company. This responsibility includes providing for proper, progressive disciplinary action for conduct contrary to the policies and procedures of Primary Response and for unsatisfactory job performance.

GENERAL STATEMENT

Primary Response expects all employees to be conscientious and motivated by self-respect and professionalism which dictates they conduct themselves in a professional manner and perform satisfactorily on the job. In those situations where an employee conducts himself or herself in an unsatisfactory manner, Primary Response has the responsibility to take corrective action.

Each step in the progressive disciplinary procedure concentrates on correcting the cause of unsatisfactory behaviour or unsatisfactory job performance. The remedial efforts of Primary Response and the degree of discipline imposed will be reasonable and be commensurate with the severity of the issue at hand.

Each step in the disciplinary procedure serves to increase the awareness that the end result, if unsatisfactory behaviour and/or unsatisfactory job performance continues, is dismissal. Primary Response may select a higher step in the discipline procedure up to and including dismissal depending on the severity of the offence or performance issue.

Primary Response's policy and procedure does not in any way prevent the employee from exercising rights covered under the Employment Standards Act or Human Rights.

PROCEDURE

Informal Level (Verbal Warning)

On the first minor incident or infraction, a discussion between the employee and the supervisor is required. The supervisor should keep a written record of the events on file. This record should include details of the infraction as well as any pertinent outcome arising from the discussion with the employee. This record is to be forwarded to Human Resources at this stage for filing.

Warning Level (Written Warning)

Should a further incident or infraction occur, prompt action must be taken. The supervisor must discuss the matter with the employee as soon as possible. Any meeting involving potential discipline will include an opportunity for the employee to express his or her side of the matter at hand.

If the supervisor determines that a formal warning is warranted, then the supervisor must provide documentation (form 649) describing the incident or infraction and summarizing the subsequent conversation directly to the employee, ideally on the same or next business day after the discussion. A copy of the form 649 must be forwarded to Human Resources and to the Operations Manager. If the supervisor determines that a written warning is not warranted, then he or she should treat the matter as described in the Informal Level. In the normal course of events, a further incident or infraction of the same nature would be treated under this Warning Level.

Sanction Level (Final Written Warning / Meet with Human Resources)

Should a subsequent incident or infraction similar in nature to that addressed in a written warning occur, the supervisor must again meet with the employee. The supervisor will listen to the employee's explanation before making any decision whether to impose a disciplinary measure, or regarding what measure to impose. The supervisor need not make either of these decisions at this meeting, and is encouraged to consult with his or her supervisor and/or with Human Resources.

While it is desirable that a disciplinary regimen be progressive, there may be circumstances or factors that cause the supervisor to determine that a warning is the most appropriate course of action. If so, he or she should proceed with a written warning.

If a greater sanction is indicated than would normally be the next step in a progressive discipline model, then the supervisor must consult with his or her supervisor and Human Resources for guidance. A letter of reprimand or an unpaid suspension are typical examples of disciplinary sanctions. The principles to be followed are that (1) the selected sanction should be proportionate to the severity of the infraction and (2) continuing misconduct should be met with sanctions of increasing severity. There is no one formula that will apply to all cases. The imposition of the sanction is to be communicated directly to the employee, in writing, copied as per the Warning Level. Such written communication should normally remind the employee that continued misconduct will lead to further discipline which could include termination of employment.

Once a sanction is imposed, further misconduct is dealt with at the Sanction Level or at the Dismissal Level.

DISMISSAL LEVEL (TERMINATION)

Termination of employment for cause may be the ultimate conclusion of a progressive discipline regimen, the last in a line of progressively severe sanctions. The steps involved are the same as for the Sanction Level, except that there are additional considerations due to the finality of the action. The supervisor must send the employee to meet with Human Resources. Termination of employment can only be done by the Operations Manager, Client Services Manager, Human Resources Department, General Manager or President. Termination of employment can never be conducted by Supervisory Staff.

THINGS THAT WILL GET YOU IN TROUBLE

Employees should be aware that negative behaviour has consequences. The follow list is examples of some behaviours which will result in disciplinary actions.

- Being the cause of or contributing to the unsanitary conditions at the site you are responsible for.
- Possessing an unprofessional appearance while on duty or reporting for your shift in an incomplete and/or improper uniform.
- Remaining at or returning to the site once you have finished your assigned shift.
- Submitting unprofessional reports. Reports must be legible, concise and understandable.
- Failing to report for duty at least fifteen minutes prior to shift change. All Security Guards are responsible for arriving before their actual shift commences and be ready to start their shift at the prescribed time.
- Failing to report on time for the commencement of your shift (Arriving late). Repeated infractions will be dealt with through Operations.
- Neglecting to call Dispatch for confirmation of coverage (Call ins) at the beginning of your shift. All Security Guards are responsible for maintaining this communication.
- Refusing to work rotating shifts, transfer to sites and/or to accept variations in pay rates on offered assignments (as outlined in Primary Response's Conditions of Employment) without specific valid and acceptable reasons. Security Guards must be willing to accept reasonable transfers.
- Booking off a shift without a minimum of four (4) hours notice will be documented. Repeated infractions along these lines will be dealt with through Human Resources. Only extreme emergencies will be considered valid reasons for book offs without due notice.
- Reading or pursuing personal interests (i.e. homework, distributing literature) while on duty at a site.
- Carrying or using electronic equipment such as cellular phones, pagers, computers, computer games, televisions, radios, etc.
- Working while not in direct possession of your Security Guard License. The Card MUST be on your person at all times while on duty.
- Damaging a client's property through personal negligence. The Security Guard responsible for the damage will be required to pay for any repairs or replacements of the property in question.
- Allowing friends/relatives or any other unauthorized persons on a site.
- Behaving unprofessionally while in uniform or on duty.
- Failing to comply with the safety standards and neglecting to report injuries or accidents immediately to Dispatch and to Operations.
- Unacceptable absenteeism.
- Unacceptable job performance and/or attitude resulting in the neglect of your duties or negative events, comments and/or complaints from the clients, tenants, the public and/or PRIMARY RESPONSE Supervisor or Management staff.
- Reporting for duty intoxicated and/or consuming alcohol and/or usage of narcotics while on duty (being under the influence).
- Threatening, intimidating, or coercing a fellow employee or an employee of the client (including contract staff).
- Not showing up for work (without proper notification to Dispatch or Operations).
- Failure to make hourly or other calls to Dispatch if so directed to do so by the Operations Department.
- Using the client's equipment without permission. This type of behaviour will result in disciplinary actions as may be determined depending on the severity of the incident. Costs or monetary charges may be

billed to the Security Guard involved. This equipment may consist of photocopier machines, fax machines, telephones (for reasons other emergencies), long distance lines, coffee makers, computers, printers, etc.

- Wilful neglect or refusal to perform job duties you are responsible for and/or wilful disregard of company or client's instructions, post orders or procedures.
- Fighting while on duty or in uniform.
- Being in possession of and/or removing client or PRIMARY RESPONSE documents off site. Copying in any manner documents belonging to the client and/or removing equipment (keys, documents, etc.) off site belonging to the client, tenants, and/or PRIMARY RESPONSE.
- Fraternization with tenants, clients, contractors and/or visitors while you are on duty.
- Deliberate destruction and/or damage to company or client's property.
- Failing to immediately advise PRIMARY RESPONSE of any activity, action or occurrence that is contrary to the Criminal Code of Canada, done on site by anyone including other employees.
- **INSUBORDINATION OR DELIBERATELY NEGLECTING THE ORDERS OF A SUPERIOR AND/OR CLIENT.**

THINGS THAT WILL GET YOU FIRED

Most employees work well within the company rules and regulations, with a diligence that ensures the company continues to grow and prosper. Unfortunately there will always be individuals whom seek to go against the rules for what ever reason they might have. Many think they will not get caught, or think that if they are caught they will not suffer any severe consequences of their actions. This list and explanations should help to resolve some of these issues. Most people don't realize the severe consequences that might take place from what they consider to be minor offences. For example:

FALSIFICATION OF A MEMOBOOK

Anything you put in your memobook must be complete, accurate and truthful. Misrepresentation of the memobook might not seem all that important, but it most certainly is. Not only will it result in your termination for breach of trust, it could also result in criminal charges against you. YES, that's correct it is a criminal offense to falsify work documents, like reports or memobooks.

FALSIFYING EMPLOYMENT RECORD

398. Every one who, with intent to deceive, falsifies an employment record by any means, including the punching of a time clock, is guilty of an offence punishable on summary conviction.
R.S., 1985, c. C-46, s. 398; 1992, c. 1, s. 60(F).

If you were sleeping for example and you put that you were doing patrols that would be falsification. Pre-dating entries, meaning that you write entries before they happen. Or writing entries days later, as if they were written at the time, is also falsification.

Your memobook is used as proof in any pay discrepancy it is also a way to prove to clients we are providing the service we say we are, contractually. Neglecting to fill out your memobook is also falsification. To avoid this, ensure your memobook is constantly up to date, with entries made every 20 minutes and that all the information matches the proper format. If you have questions about memobook formatting, contact the training department and they will provide you with a training package on proper memobook formatting and usage.

MAKING PERSONAL CALLS FROM CLIENTS PHONE

Company policy clearly states, no personal calls are to be made on duty, especially from client phones. It does not matter if it is local or long distance, both are prohibited. In cases where employees are found to be making such calls, it is ground for termination for gross misconduct and for criminal charges. YES, that's correct it is a criminal offence to use clients phones for personal calls.

THEFT OF TELECOMMUNICATION SERVICE

326. (1) Every one commits theft who fraudulently, maliciously, or without colour of right,
(a) abstracts, consumes or uses electricity or gas or causes it to be wasted or diverted; or
(b) uses any telecommunication facility or obtains any telecommunication service.

Definition of "telecommunication"

(2) In this section and section 327, "telecommunication" means any transmission, emission or reception of signs, signals, writing, images or sounds or intelligence of any nature by wire, radio, visual or other electromagnetic system.

R.S., c. C-34, s. 287; 1974-75-76, c. 93, s. 23.

Criminal charges will be brought against employees who use client phones for personal calls, long distance calls or other non-approved business related calls. All calls are to be documented in your memobook, if it is not there, then you have 2 criminal charges, the second being **FALSIFYING EMPLOYMENT RECORD**.

USING CLIENTS COMPUTERS

Company policy clearly states that employees are not to use client computers to surf the net or do homework etc. Computers may be used for security duties if and only if, express written permission is given. This means there must be a document from Primary Response that authorizes the use of the computer. Standing orders or something in writing from a Primary Response Manager is the only acceptable form of documentation.

Not only are you failing to follow company directives by using clients computers you are also failing to do your job, and committing criminal offences. Yes more then one.

MISCHIEF

430. (1) Every one commits mischief who willfully
- (a) destroys or damages property;
 - (b) renders property dangerous, useless, inoperative or ineffective;
 - (c) obstructs, interrupts or interferes with the lawful use, enjoyment or operation of property; or
 - (d) obstructs, interrupts or interferes with any person in the lawful use, enjoyment or operation of property.

Mischief in relation to data

- (1.1) Every one commits mischief who willfully
- (a) destroys or alters data;
 - (b) renders data meaningless, useless or ineffective;
 - (c) obstructs, interrupts or interferes with the lawful use of data; or
 - (d) obstructs, interrupts or interferes with any person in the lawful use of data or denies access to data to any person who is entitled to access thereto.

Punishment

- (2) Every one who commits mischief that causes actual danger to life is guilty of an indictable offence and liable to imprisonment for life.

Punishment

- (3) Every one who commits mischief in relation to property that is a testamentary instrument or the value of which exceeds five thousand dollars
- (a) is guilty of an indictable offence and liable to imprisonment for a term not exceeding ten years; or
 - (b) is guilty of an offence punishable on summary conviction.

Idem

- (4) Every one who commits mischief in relation to property, other than property described in subsection (3),
- (a) is guilty of an indictable offence and liable to imprisonment for a term not exceeding two years; or
 - (b) is guilty of an offence punishable on summary conviction.

UNAUTHORIZED USE OF COMPUTER

342.1 (1) Everyone who, fraudulently and without colour of right,

- (a) obtains, directly or indirectly, any computer service,
 - (b) by means of an electro-magnetic, acoustic, mechanical or other device, intercepts or causes to be intercepted, directly or indirectly, any function of a computer system,
 - (c) uses or causes to be used, directly or indirectly, a computer system with intent to commit an offence under paragraph (a) or (b) or an offence under section 430 in relation to data or a computer system, or
 - (d) uses, possesses, traffics in or permits another person to have access to a computer password that would enable a person to commit an offence under paragraph (a), (b) or (c)
- is guilty of an indictable offence and liable to imprisonment for a term not exceeding ten years, or is guilty of an offence punishable on summary conviction.

If you are accessing the internet you also have **THEFT OF TELECOMMUNICATIONS**. And if you didn't put it in your memobook you have **FALSIFYING EMPLOYMENT RECORD**. There you have 3-4 separate charges.

SLEEPING ON DUTY

Most employees who are caught sleeping on duty lie about it, and this results in termination for Breach of Trust. However if you put in your memobook that you were awake and doing something else, then you are falsifying an employment record.

Many clients have cameras that record what happens in the building. Video or picture evidence is often sent to the H/R Manager about the behaviour of employees. This evidence is checked against your memobook and that would support the basis for a criminal charge. Neglecting to fill out your memobook is also falsification.

LEAVING SITE WHILE ON DUTY

Many employees think that during their break time they are free to leave site. **THIS IS NOT THE CASE.** Employees are required to remain on site throughout their entire break. Below is from the Employment's Standards Act.

EATING PERIODS AND BREAKS

Employers are required to provide eating periods to employees, but they are not required to provide other types of breaks.

Eating Periods

- An employee must not work for more than five hours in a row without getting a 30-minute eating period (meal break) free from work. However, if the employer and employee agree, the eating period can be split into two eating periods *within* every five consecutive hours. Together these must total at least 30 minutes. This agreement can be oral or in writing.
- Meal breaks are unpaid unless the employee's employment contract requires payment. Even if the employer pays for meal breaks, the employee must be free from work in order for the time to be considered a meal break.
- Meal breaks, whether paid or unpaid, are not considered hours of work, and are not counted toward overtime.

Coffee Breaks and Breaks Other Than Eating Periods

- Employers do not have to give employees "coffee" breaks or any other kind of break other than meal breaks.
- Employees who are required to remain at the workplace during a coffee break or breaks other than eating periods must be paid at least the minimum wage for that time. If an employee is free to leave the workplace during the coffee break or other type of break, the employer does not have to pay for the time.

All breaks are paid by Primary Response and employees are instructed in Post Orders and Standing Orders that they are to remain on site during their break time. Leaving site is a serious breach of employee conduct and is Gross Misconduct. If something were to happen on the property while you were off site the company would be in a liable position and you as the employee would also be held accountable for your actions.

FALSELY BOOKING ON / OFF DUTY

Employees who call on duty are expected to be on site when they call to book on. If it is found they were not on site at the time they called in to report they are on site, that is **FALSIFICATION OF A TIME CARD / EMPLOYMENT RECORD (SECTION 398)**. Similarly employees who leave work early and fail to advise they left early, or call in that they are leaving, but have already left site would also be falsifying an employment record. In both instances, this will result in immediate disciplinary actions for criminal acts.

STEALING OR OTHER CRIMINAL OFFENCES

Theft in the workplace takes many different forms, it could be as simple as taking money from machines which you are responsible for emptying, or selling passes and pocketing the cash, it might be taking items from the site and keeping them or selling them on Ebay. It might also include selling items at the site to people and having them remove them.

Employees are to obey all laws within Canada. Criminal Acts while in uniform will not be tolerated.

In all cases of theft or any other criminal offense, the company will prosecute employees without prejudice and without exception. In addition, all employees must report any offenses they are charged with to the Human Resources department that occur while off duty.

UNLAWFUL POSSESSION OF A WEAPON

In the lawful execution of their duties, guards who have received proper training, certification and authorization cards are allowed to carry handcuffs or batons. Anyone who is found to be carrying handcuffs or batons without an authorization card from Primary Response will be subject to immediate termination of employment. Other weapons are prohibited completely. This includes but is not limited to:

- Knives or other edged weapons
- Firearms or replicas or imitations thereof
- Tasers or stun guns
- Pepper Spray, mace or other repellent (defensive) sprays
- Martial arts type weapons
- Bats
- Side Handle Batons, Straight Batons
- Any item listed as a prohibited weapon under the C.C.C. Section 84(1)



ACCEPTING A BRIBE OR GIFTS

Accepting a bribe in regards to your responsibilities or assisting in the procurement of stolen property is an offense. You are not allowed to accept gifts from people as they might consider this payment for future favours.

Bribery, a form of pecuniary corruption, is an act implying money or gift given that alters the behaviour of the recipient. Bribery constitutes a crime and is defined by Black's Law Dictionary as the offering, giving, receiving, or soliciting of any item of value to influence the actions of an official or other person in discharge of a public or legal duty. The bribe is the gift bestowed to influence the recipient's conduct. It may be any money, good, right in action, property, preferment, privilege, emolument, object of value, advantage, or merely a promise or undertaking to induce or influence the action, vote, or influence of a person in an official or public capacity.

Anyone found accepting a bribe or gift will be subject to immediate termination of employment.

COOPERATING IN COMPANY INVESTIGATIONS

Employees are required to cooperate in any company investigations and provide any and all information they are aware of in regards to the investigation. This information is to be provided in a timely manner. Employees are expected to be honest and forthright during questioning.

STANDING ORDERS

Standing Orders are the detailed contract between the client and Primary Response, which define and describe our responsibilities and duties. They must be read thoroughly and understood on your first shift, and reviewed ideally once a week. They are formulated as a result of a request for security services. A survey is done to determine what has to be done to meet the client's needs, and then the Standing Orders are prepared outlining your duties and responsibilities.

Post Orders are always kept at each job site and at each assigned post within the job site. Post Orders are for the exclusive use of Primary Response employees and shall not be shown to anyone else without authorization from Primary Response Operations.

One of the first duties to be performed at any new site is to read the set of Post Orders for your assignment. The orders will give the Security Guard all the information needed to competently perform the duties assigned to that post, every site will have different Post Orders.

Specifically, the Standing Orders are important because they serve many purposes. They:

- Delegate to you certain legal authority that the client possesses to protect his private property.
- Make clear the client's concerns and wishes.
- Define the purpose of security at this site.
- Define your accountability.
- Define your areas of responsibility.
- Describe the details of the contract between you, as agent of Primary Response, and the client.
- By providing background information, help you to see the big picture, understand your function and the importance of your responsibilities.
- Outline your duties.
- Give you "how to" information regarding the performance of your duties.
- Ensure that your duties are performed within the guidelines of standard Primary Response policies and procedures.
- Define situations which are exceptions to normal policies and procedure.

DO NOT ASSUME that the orders are the same as previous places you have worked or that you know what you are supposed to do because you have worked security before. READ THE POST / STANDING ORDERS to ensure you understand what this client expects of you.

If you have questions call our 24 hour Dispatch to clarify any questions.

Post Orders must be constantly reviewed by all Security Guards to ensure that they are aware of any changes or revisions made to them.

- **IF YOU ACT UPON INSTRUCTIONS FROM UNAUTHORIZED PEOPLE, YOU ARE PLACING YOURSELF, THE CLIENT, PRIMARY RESPONSE, AND POSSIBLY THE GENERAL PUBLIC AT GREAT RISK. ALSO YOU WILL BE MOVING INTO UNKNOWN TERRITORY WITHOUT THE FULL PROTECTION OF THE LAW, AND PRIMARY RESPONSE, AND AT YOUR OWN RISK!**

DUTIES

These sections will include all the duties required of a Security Guard during a shift. Some sites will have a list of necessary patrols and times that an Guard is expected to complete. Familiarization with these sections can aid in acquainting yourself with a new site quickly.

It is imperative that the each guard read and abide by the duties found in standing orders. In the absence of direction from the standing orders, guards may contact a supervisor or dispatch to confirm information.

PREPARING FOR YOUR FIRST SHIFT

Make sure you have:

- Your Full uniform (pants, shirt, tie, sweater, etc)
- Your Security License
- Memobook
- Black Pen
- Watch
- Black Polishable Safety Shoes (green Triangle)
- Proper directions to the site you're working at and correct information as to the shift start and end times (remember we work in the 24 hour clock).

Be on site ready to go in full uniform at least *15 minutes* before your scheduled shift start. *Call ON DUTY to dispatch. 416-658-4536.* Ensure you call on duty **BEFORE** your Scheduled shift start time. If you call in late you will be marked as being late, even if you arrived early.

- You must be in uniform, at your post, fully briefed, in possession of all required equipment, and completely ready to assume your duties at the official shift start time.
- Report to the security desk or security office for briefing. Sign for all keys and equipment transferred. Note condition and count.
- You are required to book on and *off duty*. Ensure that you find out and follow the site procedures for proper book on and off procedures to avoid pay complaints later on.
- During your shift you are not allowed to leave site, this includes during your break time
- You are not allowed to sleep or appear to be sleeping while working, this includes during your break time.
- If you are required to stay longer then a scheduled shift you must contact DISPATCH to advise them. **MAKE NOTE OF THIS IN YOUR MEMOBOOK**
- You must complete your memobook for every shift you work as a permanent record of events. If you do not fill out your memobook, you have no proof you worked that shift.
- If your relief is late, you must contact dispatch to advise them. You are not allowed to leave your post or site until you are properly relieved. Stay in Full Uniform until someone comes to relieve you of your duties.

ALWAYS PREPARE TO WORK BOTH INDOORS AND OUTDOORS.

DO NOT ASSUME ALL SHIFTS WILL BE INSIDE.

ALWAYS TAKE JACKETS OR SWEATERS AS REQUIRED AS WEATHER MAY CHANGE THROUGHOUT A SHIFT.

KEY HOLDER SHIFTS

These types of shifts require the guard to unlock and lock **doors** for contractors. Guards are not to enter Tenant suites (unless given direction otherwise by DISPATCH or SUPERVISORS). Guards must monitor open / unlocked doors to ensure no unauthorized people go into these suites, and to ensure contractors are not removing anything without authorization.

Note: If the Guard is to enter the suite with the contractor, they are not to watch TV, sit on furniture, look through personal belongings of Tenants, read books, eat food, or drink beverages.

- If you are working a key holder shift, these are usually scheduled for a set period of time. If the contractor wants to stay longer YOU MUST CONTACT DISPATCH to advise them and get authorization.
- If the contractor is done early. YOU MUST CONTACT DISPATCH and advise them.
- Once the contractor is done work your shift is done.
- Fire Picket or Fire Watch Shifts
 - **Fire Picket / Fire Watch Shifts** are conducted at buildings where the Fire Alarm / Detection system is not working, or where the sprinkler system is shut off. These sites require the guard to conduct regular patrols.

Note: Patrols must be conducted on a regular basis with attention to areas where fire is likely to occur. Guards are not to be found sitting at the desk for prolonged periods of time.

- If you are working a fire picket shift, these are usually scheduled for a set period of time. If you are requested to stay longer YOU MUST CONTACT DISPATCH to advise them and get authorization.
- If you are advised the fire picket is done early. YOU MUST CONTACT DISPATCH and advise them.

EVENT SECURITY

Event Security Guards should become familiar with the area surrounding the buildings and how to find parking. Guards provide a direct communication link to summon Police, Fire, or Medical aid. Guards should provide the following hospitality, safety, and security special event services:

- Provide guests with directions on where to enter the venue for the special event.
- Welcome guests as they arrive at the venue and assist in their registration.
- Assist guests with finding their way and direct them to restrooms, payphones, and concessions.
- Monitor closed areas of the venue.
- Guard event equipment and vehicles.
- Monitor compliance with alcohol and amplified sound policies.
- Check backpacks and perform searches at designated events (as required).
- Check access passes or wrist bands and know the proper levels of access for each pass.

WORKING CONDITIONS:

- Working in the venue most of the time which holds large events. Must be able to work in loud crowded environments.
- Standing or walking for long periods of time, up to 12 hrs.
- Will be faced with stressful situations from time to time.
- Independent Work - must be able to work independently and show initiative, be proactive and have a passion for providing great service.
- Must be able to follow instructions of supervisors and management
- Must stay at their post until properly relieved.
- Must maintain discipline and composure when dealing with irate persons.
- May be exposed to adverse weather conditions for extended periods of time.
- **Must arrive at the venue at least 30 minutes early for briefings and post assignments.** Road closures and parking will be a significant problem with dealing with events. Plan ahead. Consider taking public transit and expect to take longer than usual to get to the job site.
- **Events may run longer than scheduled. Unexpected shift extensions are frequent.** If you accept the shift you also accept that it may run longer than originally scheduled. (you will be paid if you have to stay longer)
- **Breaks will be limited to 15-20 minutes due to the large number of staff.** Be quick on your break and return promptly. You will be expected to return sooner if requested by the supervisor. You may have to go extended lengths of time without breaks.

EQUIPMENT YOU MUST BRING WITH YOU

- First Aid Gloves
- Small hand held flashlight (no longer then 8 inches)

TRAINING YOU MUST HAVE PRIOR TO WORKING AT EVENTS

- First Aid & CPR/AED
- Smart Serve Certification (Alcohol areas only)

CHAIN OF COMMAND

Always check to find out who you are reporting to and who the supervisors for your section or the event are. If you have questions while doing your duties you will need to know who to speak to directly to have them answered. **DO NOT ASK THE CLIENT OR OTHER EVENT PEOPLE FOR BREAKS OR FOR CLARIFICATION. SEEK ANSWERS FROM PRIMARY RESPONSE SUPERVISORS ONLY.**

It is your responsibility at the event to find out who you are supposed to report to and who the supervisors are.

MEDIA (CAMERAS)

Be aware that news crews or other video cameras will be used at many events. Keep out of camera scenes as much as possible. Do not walk in front of cameras that are taping. Look professional at all times you never know when a camera might catch you doing something that could be viewed by millions of people. (See department)Celebrities

Do not talk to celebrities. No asking for pictures or autographs. You are there working, not star gazing or trying to meet the people you are to protect. Maintain a professional attitude.

RADIO USAGE

Keep radio communications to a minimum. At large events there will be a lot going on and it's important to keep the radio free for essential communications only.

DEPARTMENT

Image is everything. You are representing the company at this event.

- Stand up straight
- Look attentive
- Keep hands out of pockets
- No gum chewing
- No smoking in public view
- No swearing. Keep all conversations professional
- Make sure you have your complete uniform (ties must be worn the entire shift). This includes sweaters & jackets for working outside

LATENESS

Being late to the event will not be tolerated. Anyone who is late (even one minute) will be documented and paid only from the time they arrive at their post. All lateness will be subject to our progressive disciplinary policy.

BEING PROPERLY RELIEVED FOR A SHIFT

You are to remain on site, in full uniform at your post until such times as you are properly relieved.

SITES WHERE YOU ARE NOT RELIEVED BY ANOTHER GUARD

- If you work at a site where you are not relieved by anyone you are not allowed to leave the site until the end of your scheduled shift.
- This also requires you to be in full uniform until the end of that shift. You are not allowed to change out or uniform or be out of uniform (remove ties, put on civilian jacket, etc)
- No leaving 15 minutes early.
- If your shift is scheduled until 1600 hours you are to be in full uniform on site at your post until 1600 hours, keeping detailed notes etc.

SITES WHERE YOU ARE RELIEVED BY ANOTHER GUARD

When being relieved by another guard:

- Always ask to see and record in your memobook the information from the relieving guards security License. They must have their license on them to work and you must see it before they can relieve you. It is the on-duty guard's responsibility to ensure that they see the license.
- Make sure they are in full uniform
- Brief them on the events of your shift and advise them of any important issues.
- Sign over all keys and equipment to them as required.
- Call Dispatch to book off duty and have the relieving Guard book on duty.
- Complete all memobook entries and any reports are required and leave site.
- Do not hang around after your shift. It is a place of business; once you are properly relieved and all your necessary paperwork is done you must leave the site.

WHAT TO DO IF YOUR RELIEF IS LATE

If your relief is not there by the end of your scheduled shift you should:

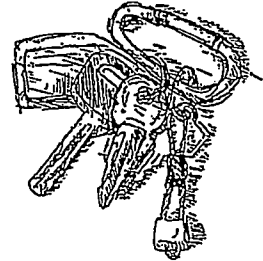
- Remain at your post in full uniform
- Contact dispatch immediately to advise them
- Wait until someone arrives to relieve you.
- Document it in your memobook, keeping notes until you are properly relieved.
- Always ask to see and record in your memobook the information from the relieving guards security License. They must have their license on them to work and you must see it before they can relieve you. It is the on-duty guard's responsibility to ensure that they see the license.
- Make sure they are in full uniform
- Brief them on the events of your shift and advise them of any important issues.
- Sign over all keys and equipment to them as required.
- Call Dispatch to book off duty and have the relieving Guard book on duty.
- Complete all memobook entries and any reports are required and leave site. Do not hang around after your shift. It is a place of business; once you are properly relieved and all your necessary paperwork is done you must leave the site.

KEY CONTROL

OUR KEYS TO SUCCESS

Given the significant business risk when it comes to managing and controlling keys in our numerous sites, we strive to ensure that our security Guard's have a complete understanding of the importance of following procedures, especially Key Control Procedures. Over time, keys can get misplaced or go missing for other reasons. Under certain circumstances, Primary Response as a company could be held responsible for the lost/missing keys, especially in the case of a security Guard losing a patrol ring. If that were to happen, the company would be liable for re-keying the building at a significant cost. Further more, poor management of keys is a disservice to our clients. In the event of an emergency where the keys are required, that disservice and liability exposure increases dramatically.

In the hopes of both reducing our re-keying liability exposure and to improve our security services to our clients, we have revisited our key control procedures and processes in place. To reduce our liability exposure in this area, and to improve the level of service to our clients, it is important that proper key control procedures be followed.



KEY CONTROL PROCEDURES

Everyone obtaining keys from security staff will be required to sign the keys in and out, including Management staff. Never let a key leave your possession without documenting who took it.

All keys, which are issued to contractors, must be authorized via written confirmation from the client or a supervisor.

All contractors and cleaners (or other outside citizens) obtaining keys from security staff will be required to provide **valid photo identification** for the key ring(s) being signed out.

All contractor key activity should be documented on an appropriate key log.

If applicable, for all cleaners' keys, **valid photo identification** or a designated Cleaning Representative (Supervisor) must be present for signing out of keys

All base building personnel will also be required to sign keys in and out via a key log.

A new or separate sign in/out sheet should be used for each category every day.

All keys, which are distributed to contractors, cleaners and base building staff must be audited daily. And any deficiencies should be documented immediately and reported to a supervisor for follow up.

Appropriate disciplinary action will be taken against those employees who do not follow the above procedures.

KEY CONTROL – EQUIPMENT

Security Guards carrying keys must have some way to secure them to their belt. Key clips are recommended. Carrying Keys in your pocket can lead to lose of keys.

Under **NO** circumstances are keys permitted to be removed from key rings. This is regardless of whether or not you have permission from Clients or anyone else.

Key rings are not permitted to be removed from the site at any time. All key rings should be kept under a securable lock when not in use. Security Guards may not take the keys home with them.

Under no circumstances are Security Guards to duplicate keys. Authorization to duplicate keys must be in writing from a Primary Response **MANAGER**.

Appropriate disciplinary action will be taken against those employees who do not follow the above procedures.

KEY AUDITS

At some sites guards are responsible for a **KEY PRESS** which will contain various key rings and access cards for the complex. Key audits **MUST** be completed at least **ONCE** per shift. If you have time check them twice. A Key Audit is completed when you have counted every key on every ring and checked each pass card, or verified who has signed out any missing key rings. All key presses have a corresponding key log which records the key ring ID and the number of keys on that key ring.

GENERAL RULES REGARDING KEYS

Guards should:

- ALWAYS check ALL keys and access cards they give out or accept back.
- ALWAYS check each key ring at the beginning of the shift and verify that each key is in good condition.
- ALWAYS ensure that when distributing keys – make absolutely sure that only authorized people are receiving them as verified by site lists or authorized by a SUPERVISOR.
- ALWAYS Carry their keys with them at all times while on duty. DO NOT LEAVE THEM WHERE SOMEONE CAN PICK THEM UP. Guards are responsible for these keys.
- NEVER remove a key from a key ring
- NEVER mark keys as to identify them by location
- NEVER put loose keys in your pocket, as you are likely to forget to return them at the end of your shift
- NEVER duplicate keys unless authorized in writing by a Primary Response Manager.
- NEVER remove keys from the site
- NEVER loan keys to anyone. ALL KEYS MUST BE SIGNED OUT TO AUTHORIZED PEOPLE
- ALWAYS clarify any questions regarding keys with Dispatch or the Operations Manager

Important:

- If a key should break during your shift, the Security Guard must make note of it in their memobook and fill out an occurrence report. The broken key is to be attached to the Client's copy

If you have any questions or concerns regarding any of the above, please do not hesitate to contact the Operations Manager or Mobile Supervisor at your earliest convenience.

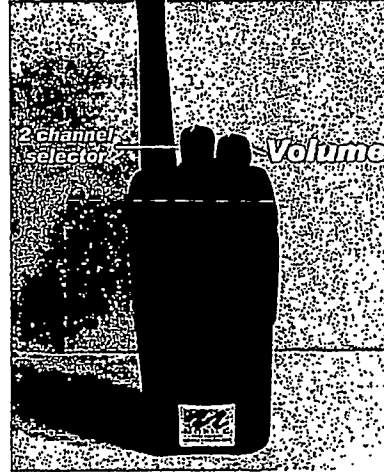
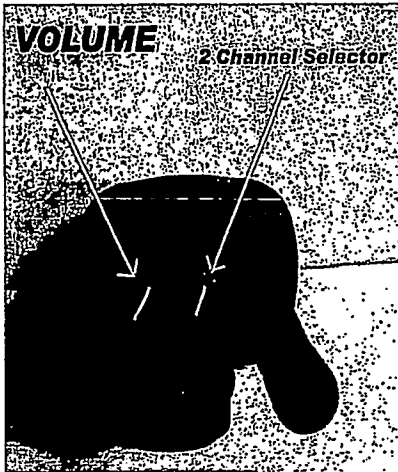


RADIO COMMUNICATIONS

When using the radio, be aware that you are being heard by many people, including non Security personnel. You never know who might be listening.

Good radio procedures can greatly enhance your professional image. Conversely, inappropriate radio procedures or etiquette can do great damage.

- Courtesy and consideration must be displayed at all times.
 - Do not cut into other people's transmissions.
 - Do not use the paging encoder when others are transmitting.
 - If someone else cuts into your transmission, do not retaliate with derogatory comments; most interruptions are inadvertent.
 - Avoid unnecessary transmissions such as excessive numbers of radio checks or time checks.
 - Use the telephone for lengthy, non-urgent, and/or personal conversations.

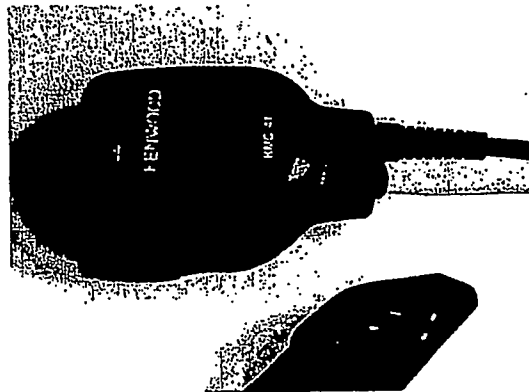


- When using the Radio:
 - Hold the radio approximately 6 inches away from your mouth.
 - Make sure the volume is high enough to hear
 - Make sure you are on the proper channel
 - Press the mike key and hold before speaking.
 - Wait approximately 1 second after pressing the mike before speaking to ensure your communication goes through completely and is not cut off at the start.
 - Speak at a normal voice level.
 - Enunciate clearly.
 - Think before you speak to avoid stuttering and repetition.
 - Be brief and to the point.
 - Release the mike key when done speaking so you can hear the other person.
- Do not use slang, including C-B jargon. Ours is not a C-B operation.
- For example, NEVER use "Roger, Over and Out," or "That's a Big 10-4, good buddy."
- All cases of radio abuse will result in serious disciplinary actions. Abuse includes but is not limited to:

- improper or illegal use of the radio;
- swearing;
- playing games, pranks, or practical jokes

STEPS WHEN ISSUED A RADIO

- Test the radio with dispatch
- Example Patrol 1 to dispatch radio check
- Dispatch: You are either 10-2 or 10-1
- Check the physical condition of the radio
- Ensure that the battery is charged
- Radio equipment is expensive. You must exhibit care and common sense in using your radio. The cost of damage due to wilful misuse may be charged back to you.
- All damaged or malfunctioning radios must be reported immediately to Dispatch and an occurrence report sent within 24 hours to the Operations Manager.
- Two way radios are to be handled with care.
- Security Guards will be responsible for any damage or loss due to negligence.



RADIO 10 CODES

Radio ten codes create a more professional presence on the radio and are also good ways to ensure that only people who are trained understand the messages used.

Below is a list of the most common radio 10 codes used.

Code	Meaning
10-0	Radio Check
10-1	Receiving poorly
10-2	Receiving clearly
10-3	Stop transmitting
10-4	Acknowledged / ok
10-6	Busy Stand-by
10-7	Out of Service
10-8	In service
10-9	Repeat transmission
10-19	Return to Station
10-20	Location
10-21	Call by Telephone
10-30	Improper Radio use
10-32	OFFICER DOWN – ASSISTANCE REQUIRED
10-33	EMERGENCY
10-36	Correct time
10-78	Officer Needs Assistance
10-100	Bomb Threat

PHONETIC ALPHABET

A	ALPHA	<i>al fah</i>	N	NOVEMBER	<i>no vem ber</i>
B	BRAVO	<i>BRAH VOH</i>	O	OSCAR	<i>OSS cah ar</i>
C	CHARLIE	<i>char liee</i>	P	PAPA	<i>paH pah</i>
D	DELTA	<i>dell taH</i>	Q	QUEBEC	<i>keh beck</i>
E	ECHO	<i>ECK oh</i>	R	ROMEO	<i>ROW me oh</i>
F	FOXTROT	<i>foks trot</i>	S	SIERRA	<i>see air rah</i>
G	GOLF	<i>golf</i>	T	TANGO	<i>tang go</i>
H	HOTEL	<i>hoh TELL</i>	U	UNIFORM	<i>YOU nee form</i>
I	INDIA	<i>IN dee ah</i>	V	VICTOR	<i>VIK tore</i>
J	JULIETT	<i>JEW lee ETT</i>	W	WHISKEY	<i>WISS key</i>
K	KILO	<i>KEY loh</i>	X	XRAY	<i>ECKS RAY</i>
L	LIMA	<i>LEE mah</i>	Y	YANKEE	<i>YANK key</i>
M	MIKE	<i>mike</i>	Z	ZULU	<i>Zoo loo</i>

A PRACTICAL PROCESS TO AVOID SLEEPING ON DUTY

By Kevin Vandeyck Ph.D.



The human metabolism is not a nocturnal one, it functions best in the daylight hours and it has been clinically established that the ultimate fatigue hours occur between 0300 and 0500 hours. What does this mean? It means that we shift-workers have a serious challenge to face and overcome – staying awake.

One of the many evils of shift work is the short-change-over followed by a midnight shift. Virtually all shift workers have experienced (sometimes read "survived") the experience. We're all aware of the importance of having sharp, observant Security Professionals on duty who are continually ready to respond to any number of emergency situations. This is what our clients expect from Primary Response. The question is; how do we do it? How does one maintain a consistent High level of alertness despite fatigue? Let's explore a few strategies.

The best strategy in dealing with shift work is to properly prepare yourself by getting an appropriate amount of sleep before you go to work. Now this may sound somewhat axiomatic, but it is easy to put off sleeping in order to allow you the opportunity to engage in other activities. An active life outside of one's workplace is very important in dealing with stress and in ensuring good personal growth, development and satisfaction. However, don't forget that in joining Primary Response you made a commitment **"To provide Excellent Customer Service and to provide the best protection possible."** You are expected to keep that commitment.

Generally, when one begins to become fatigued, the body's metabolism slows down, causing one to feel more tired. This cycle continues to spiral down until the body achieves a state of rest. The key in staying awake is in interrupting the cycle so that the metabolism remains either constant or begins to increase. To do this, one can use several techniques of which the two most popular are the ingestion of caffeine and physical activity. Caffeine is a natural stimulant and drinking Coffee, Tea, hot chocolate, and soft-drinks are the most common ways of introducing caffeine into the body. This usually has some effect and varies from person to person. However, there are some side effects that can be detrimental to the body including increased blood sugar levels, hormone secretion, increased body temperature, irritability, "the shakes" and upset stomach.

Energy drinks are beverages like Red Bull, Venom, Adrenaline Rush, 180, ISO Sprint, and Whoopass, which contain large doses of caffeine and other legal stimulants like ephedrine, guarana, and ginseng. Energy drinks may contain as much as 80 mg of caffeine, the equivalent of a cup of coffee. Compared to the 37 mg. of caffeine in a Mountain Dew, or the 23 mg. in a Coca-Cola Classic, that's a big punch.

Individual responses to caffeine vary, and these drinks should be treated carefully because of how powerful they are. Energy drinks' stimulating properties can boost the heart rate and blood pressure (sometimes to the point of palpitations), dehydrate the body, and, like other stimulants, prevent sleep.

Energy drinks should not be used while exercising as the combination of fluid loss from sweating and the diuretic quality of the caffeine can leave the user severely dehydrated.

Know what you're drinking. Energy drinks are not necessarily bad for you, but they shouldn't be seen as "natural alternatives" either. Some of the claims they make like "improved performance and concentration" can be misleading. If you think of them as highly-caffeinated drinks, you'll have a more accurate picture of what they are

and how they affect you. You wouldn't use Mountain Dew as a sports drink. And a drink like Red Bull and vodka is more like strong coffee and whisky than anything else.

Caution is warranted even for healthy adults who choose to consume energy beverages. Consumption of a single energy beverage may not lead to excessive caffeine intake; however, consumption of two or more beverages in a single day can. Other stimulants such as ginseng are often added to energy beverages and can enhance the effects of caffeine, and ingredients such as guarana themselves contain caffeine. Adverse effects associated with caffeine consumption in amounts greater than 400 mg include nervousness, irritability, sleeplessness, increased urination, abnormal heart rhythms (arrhythmia), decreased bone levels, and stomach upset. The concentration of sugar in a sports drink is recommended to be 6-7% carbohydrate to allow maximum absorption and minimize spikes and crashes in blood sugar. Higher concentrations such as those seen in energy drinks will slow fluid absorption into the blood and energy system, increasing the possibility of dehydration. When a high level of sugar is in the blood stream the body cannot get the water into the cells that it needs because the water is busy trying to dilute concentration of sugar in the blood stream.

In the United States, energy drinks have been linked with reports of nausea, abnormal heart rhythms and emergency room visits. The drinks may cause seizures due to the "crash" following the energy high that occurs after consumption.

Physical activity however, seems to have a much more consistent and lasting effect in raising the metabolism, and consequently increasing alertness. Physical activity does not necessarily mean going jogging or doing aerobics. However, some simple stretching or flexing of muscle groups can provide a quite dramatic effect in waking up. Probably the best way to integrate physical activity into the job is by walking (Patrolling) at your account. If you catch yourself "spiraling down", do an extra patrol. It will help you stay sharp and the client will get the added value of your service.

If you are a console Guard or at a fixed post, consider doing isometrics. Isometrics basically involve briefly pitting one set of muscles against another or against the resistance offered by an immovable object. For example, clasp your hands in front of you about 18 inches from your chest. Push your hands against each other as hard as you can for about 6 seconds and then relax. You can do exercises similar to this for almost any muscle group in your body without looking too strange while you're doing it.

Here are some other exercises you can do.

A note on terminology: A "repetition" or "rep" is one complete movement of a given exercise. A "set" is a given number repetitions done in sequence. Start by doing one set for each exercise -- if you feel good, you can add a second set.

Strength Exercises

Chair Leg Extension

Muscles strengthened: Quadriceps (thighs)

Press your tailbone firmly against the back of the chair. If the chair is adjustable, move the height so your thighs are parallel to the ground. Lightly grasp the armrests or the edges of the seat pad. Keeping your back straight and looking straight ahead, slowly extend your right leg with your foot flexed toward your shin. At the top of the movement, your leg should be fully extended, but don't forcefully lock out your knee. Slowly return to the starting position. Do 10 repetitions, then repeat with your left leg (this is one set).

Isometric Hand Press

Muscles strengthened: Biceps, triceps, chest

Sitting upright in your chair, grasp your hands together in front of your chest, and firmly press them together. Make sure you continue to breathe throughout the exercise. Hold for 10 seconds and then relax for 10 seconds, then repeat four more times.

Overhead Press

Muscles strengthened: Shoulders

Sitting upright in your chair, flex your elbows so that your left hand is in front of your left shoulder, and your right hand is in front of your right shoulder. Your elbows should be slightly flared out to the sides, just below shoulder-level. Lightly clench your fists with palms facing forward. Next, fully extend your elbows without locking them out, with your hands moving toward the center over your head. Slowly return to the starting position. Complete 10 reps. To make the exercise more difficult, use a book to press overhead.

Drawing-In Maneuver

Muscles strengthened: Mid-section

Sit upright on the edge of your chair, grasping the arm rests or the edges of the seat pad. You can also stand with your hands on your hips, feet shoulder-width apart. Next, pull your stomach up and in as far as possible — think of pulling your belly button toward your spine. Hold that position for the count of five to ten, then release. Do 5 to 8 repetitions.

Flexibility Exercises

Side Bend

Muscles stretched: Back and sides

Sit at the edge of your chair with your back straight, and interlace your fingers with your palms facing away from you. Reach your arms straight above your head, then lean to the left from the waist and hold. Next lean to the right and hold.

Cross Arm

Muscles stretched: Upper back

Sit upright and bring your right arm across your upper body at about shoulder level. Your elbow should be slightly flexed. With your left hand, grasp under your right arm just above the elbow. Gently pull your right arm across your chest, toward the left, and hold. Don't shrug your shoulders — keep them relaxed. Repeat with your left arm across your upper body.

Neck Stretch

Muscles stretched: Neck

Sit or stand with your head upright. Slowly turn your head to the right as far as comfortably possible and hold, then turn slowly to the left and hold. Next, let your head fall gently toward your chest and hold. Avoid tilting your head backward – it weighs about 10 pounds, so this can put too much stress on your upper spine.

Staying awake is not easy and it requires a great deal of discipline. But being aware of, and understanding the consequences that could materialize if one falls asleep, are good motivators.

Prepare for your shift and get the sleep you need. If you are growing tired, get moving and stay active. You can't fall asleep if you are walking and moving about.



THE TEN ATTRIBUTES OF A PRIMARY RESPONSE SECURITY OPERATIVE

By: André Hilton

Your role is to: Protect People, Property and Information. © Your duties are to: Deter, Detect, Observe and Report. © You will be required to work as part of a team. © That team is your fellow Operatives, Supervisors, Dispatchers, Management and their clients. © Remember this: Your Supervisors, Dispatchers and Management where all guards once just like you. © The Ten Attributes of a Security Operative are easy to achieve good habits that when employed, can lead you to success.

THE TEN ATTRIBUTES OF A PRIMARY RESPONSE SECURITY OPERATIVE

- I. ACCEPT SHIFTS
- II. BE ON TIME
- III. LOOK PROFESSIONAL
- IV. ACT PROFESSIONAL
- V. OBEY ORDERS
- VI. BE RESPECTFUL
- VII. USE YOUR INITIATIVE
- VIII. BE PREPARED, STAY ALERT & STAY AWAKE
- IX. CONTINUE IMPROVING
- X. CONTRIBUTE

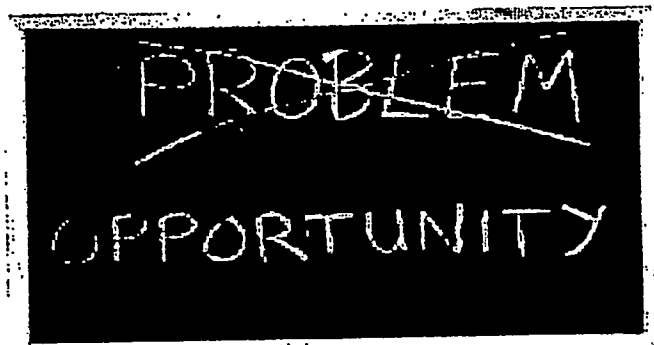
N.B: This is not a complete list, but rather a list to assist your own thoughts & ideas.

THE TEN ATTRIBUTES OF A PRIMARY RESPONSE SECURITY OPERATIVE EXPANDED

Accept Shifts	As much as possible.
Be On Time	Be on site and in full uniform 15 minutes prior to your shift.
Look Professional	Be in a clean, neat and full uniform at all times while on duty. A tie, black pen, watch, memo book, black socks, name tag and security licence are to be considered as a part of your complete uniform. Maintain good personal habits.
Act Professional	While you're in uniform you'll be representing your entire company. Practice good manners, be polite, be responsible, admit mistakes, learn from experiences, accept criticism, cooperate with other Operatives, Supervisors, Management and their clients and pursue training. Do your work.
Obey Orders	Promptly and to the best of your abilities.
Be Respectful	Treat others, the way you would want to be treated.
Use Your Initiative	If you come across a problem, try to figure out a solution yourself and act. If you don't know what to do or need help ask another Operative or a Supervisor.
Be Prepared, Stay Alert & Stay Awake	This is important to your welfare and safety. REMEMBER THIS: STAY AWAKE
Continue Improving	By learning new or refining skills with continuous training, pursuing advancement opportunities and by accepting challenges.
Contribute	Be a contributor, not a contaminator.

THE TEN ATTRIBUTES OF A PRIMARY RESPONSE SECURITY OPERATIVE EXAMPLES

Attribute	Example
Accept Shifts	S/O Happy received a message from scheduling asking to work later that day. Although short notice and having no serious commitments S/O Happy called scheduling promptly for the hours.
Be On Time	At 0739 hours S/O Happy was in full uniform and awaiting shift briefing which was going to begin at 0745 hours. The shift starts at 0800 hours.
Look Professional	S/O Happy looked in the mirror prior to shift briefing. As S/S Sage would be observing to see who was in a neat, clean and full uniform during the briefing.
Act Professional	Although S/O Happy was yelled at they calmly advised the driver to refer to the options on the back of the ticket and still wished him a good day.
Obey Orders	S/S Sage advised S/O Happy that lunch will have to wait. A fire picket was required and they needed to stay there until relief arrived. S/O Happy replied with an affirmative and moved to the location without delay.
Be Respectful	While S/O Happy was updating his memo book, a driver approached aggressively and yelled at him. S/O Happy introduced himself, explained that he was merely updating his memo and was sorry about the confusion. The man calmed down, apologized and S/O Happy continued his patrol.
Use Your Initiative	While walking down the hallway S/O Happy noticed a garbage can on its side. Since no one was around, S/O Happy put it back in its place. After all, this is his site.
Be Prepared, Stay Alert & Stay Awake	At around 0400 hours S/O Happy began to feel the effects of sleep deprivation. Not being into coffee, he slapped himself on the back of his neck, did 25 push ups, moved his chair away from his desk and continued to stand for the remaining 2 hours of his shift.
Continue Improving	S/S Sage saw S/O Happy looking at this month's training schedule. When S/O Happy asked what courses to take, S/S Sage responded with 'Take as many courses as you're able. It actually makes your job easier and you more effective in the end.'
Contribute	S/O Happy had overheard that S/S Sage needed someone to stay for a few extra hours after their shift ended. S/O Happy then let S/S Sage know, that he was available if required.



For questions or queries:
Training & HR Development
Primary Response Inc.
9-250 Consumers Rd
Toronto ON
M2J 4V6

REMEMBER!



No excessive Jewellery.

Jewellery is to be limited to avoid detracting from the uniform appearance. Heavy chains and bracelets, which are visible and other excessive amounts of jewellery, are not acceptable. No nose, tongue, lip or eyebrow rings or studs are to be worn while in uniform or on duty.



No using or possessing drugs during your shift

Anyone found in possession of narcotics or illegal drugs will be subject to disciplinary actions and possibly criminal charges.



NO WEAPONS!

In the lawful execution of their duties, guards who have received proper training, certification and authorization cards are allowed to carry handcuffs or batons. Anyone who is found to be carrying handcuffs or batons without an authorization card from Primary Response will be subject to immediate termination of employment.



NO LEAVING SITE DURING YOUR SHIFT

Employees are not allowed to leave site during their shift unless authorized by a supervisor. This includes during breaks or to get refreshments etc. You must remain at your post or on your site throughout your entire shift. Any violation of this will result in disciplinary actions up to and including suspension and termination of employment.



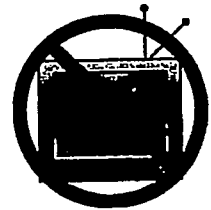
NO USING PERSONAL OR CLIENT COMPUTERS

Company policy clearly states that employees are not to use client computers to surf the net or do homework etc. Computers may be used for security duties if and only if, express written permission is given. This means there must be a document from Primary Response that authorizes the use of the computer. Standing orders or something in writing from a Primary Response Manager is the only acceptable form of documentation.



NO IPODS OR DVD PLAYERS!!!

Non-Primary Response related reading materials, specifically newspapers, TV's, radios, CD/DVD players, MP3 players, MP4 players, iPods, Laptops, personal cellular telephones, Blackberries, Palm Pilots, E-book Devices, hand held electronic games, playing cards, or other entertainment material(s) should not be brought to work or used while on duty.



NO CELL PHONES!!!

Using location telephones or personal cell phones for personal calls is strictly prohibited. This includes long distance calls, 411 calls and/or any call that is not directly related to a location security matter. You are not allowed to carry your personal cell phone on duty. Violations if this policy will result in serious disciplinary actions up to and including termination of employment.



STAY AWAKE!

Employees are not allowed to sleep on duty nor appear to be sleeping. This includes during break times or while in the security office. Appearing to sleep includes, resting your eyes and putting your head down, etc.

FOLLOW THE RULES

HORNER
Plaintiff

PRIMARY RESPONSE INC., et al.
Defendants

Court File No.: CV-00603648 00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceeding Act, 1992*

**MOTION RECORD OF THE
PLAINTIFF
(CERTIFICATION)**

(Returnable December 19 and 20, 2019).

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