

MASTER AGREEMENT

BETWEEN

SECURITAS CANADA LIMITED

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)**

LOCAL 195

LOCAL 199

LOCAL 1090

LOCAL 2163

DATED March 24, 2006

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JUN 26 2007

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PREFACE

The masculine personal pronouns used throughout this Agreement are applicable to all employees, male and female.

This Agreement

ENTERED into this March 24, 2006

BETWEEN

SECURITAS CANADA LIMITED ("EMPLOYER")

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) ("UNION")

Local No. 195

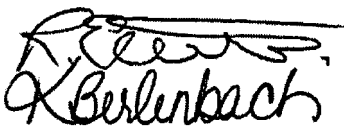
Local No. 199

Local No. 1090

Local No. 2163

The employer and local union bargaining committees, after completing a proofread, agree to unanimously recommend to their respective principals the attached draft renewal collective agreement.

WITNESSETH:


~~_____~~
John R. Ridd
Andrew Heald
Benny Hennings

Gary Boyd
~~_____~~
John Ridd
~~_____~~
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SECTION I

PURPOSE OF AGREEMENT

- (1) The purpose of this Agreement is to provide orderly collective bargaining procedures between the Employer and the Union, to secure the prompt and equitable disposition of grievances, and to prevent interruptions of work and interference with the efficient operation of the Employer's business.
- (a) If either party at a particular location believes that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations, the circumstances will be discussed between the designated representative of Local Management and the Chairperson of the Local Committee in an effort to resolve the problem. If the problem is not resolved locally, it will be reviewed by senior management and a representative of the National Union.

SECTION II

DEFINITION

- (2) The word "employee" as used in this Agreement means any hourly rated security officer employed by the Employer protecting the property of the Employer's clients, General Motors of Canada, (all of which are called "clients") at the existing locations in the Province of Ontario hereinafter designated but excluding the employees or classes of employees specified:

- (a) Oshawa Autoplex
(b) Transmission Plant, Windsor
(c) Glendale and Ontario Street Plants, St. Catharines
(d) National Parts Distribution Centre, Woodstock

Save and except supervisors, persons above the rank of supervisors, office and clerical staff, students employed during the school vacation period, and all persons regularly employed for not more than 24 hours per week.

SECTION III RECOGNITION

- (3) The Employer recognizes the Union as the exclusive bargaining agent for its “employees” as defined in Section II herein with respect to wages, hours of work and working conditions.
- (4) It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, colour, creed, age, sex, national origin, handicap, or other such factors as set forth in applicable Human Rights Law. Any claims of violation of this policy may be taken up as a grievance, provided that any such claim must be supported by written evidence by the time it is presented by the Committee at a meeting with Management.
- (5) Supervisors will not be regularly assigned to perform Security Officer’s duties, however, they may relieve employees where necessary when other regular employees are not immediately available. Supervisors may perform any emergency duties arising out of unforeseen circumstances. They may also perform duties in connection with the instruction or training of employees including demonstrating the proper methods to accomplish the task to be performed.
- (6) Guidelines for Supplemental Security Officers
 - All hours in excess of the full-time hours worked by PSOs shall be assigned to part-time employees (“SSOs”) subject to the following provisions:
 - (i) any overtime of four **(4)** hours or less will first be offered to a PSO;
 - (ii) the SSO does not work more than forty **(40)** hours in a work week unless all other available and regular full-time employees have refused to perform the overtime required;
 - (iii) the SSO does not work holidays of the work schedule of the employee being replaced if all regular PSO employees have either been scheduled or have refused such assignment;
 - (iv) subject to the minimum-man rule set out in paragraph 72; and
 - (v) in respect of firewatch/fire duties (including confined spaces) in St. Catharines, Woodstock, and Windsor Transmission, SSOs shall not work firewatch/fire duties unless **all** PSOs currently on duty have been redeployed subject to the minimum man rule requirements set out in paragraph 72.
 - The Employer retains the sole right to hire, rehire, discharge, terminate, transfer and assign an SSO and to determine the starting and quitting time and the number of hours to be worked, subject only to such restrictions as are expressly provided in this Collective Agreement.
 - An SSO hired under the provisions of the program will not acquire length of service nor be entitled to any of the provisions of this Collective Agreement afforded regular security officers unless specifically stated herein.

- The total compensation for an SSO hired under the provisions of this program will be as follows:
 - (1) An SSO will be paid for hours worked as set out in the wage schedule; and
 - (2) An SSO will be compensated at time and one-half for all hours worked over forty (40) per work week and with the exception of twelve (12) hour shifts after eight (8) hours in any day. An SSO is entitled to afternoon and night shift premiums.
- An SSO will not be entitled to any other wages, payments or benefits except as may be required by law.
- An SSO will be subject to Section VI (Union Security and Check-off of Union membership dues) of the Master Agreement in the same manner as other covered employees.
- Management will attempt to fairly and equitably distribute available hours to the SSO's with consideration given to date of hire. The current practice in Windsor and Woodstock will remain the same.
- Subject to the right of any PSO with seniority who is on layoff and who is willing and capable to perform the work being offered, an SSO will be granted preferential hiring rights in the event of an opening for a regular full-time employee (PSO) position in accordance with their date of hire subject to the SSO's acceptance. The SSO's hours of service with the Employer will be included in the calculation of the period of eligibility for welfare benefits, set out in paragraph 93 of this Collective Agreement, subject to any specific eligibility requirement imposed by the insurer in any of the plans referred to in Section XV.

In the discipline and/or termination of employment of SSO's, it is recognized that the Employer need show just cause, provided that SSOs shall have a probationary period of sixty (60) calendar days from their date of hire and that during this probationary period, the Employer need show that it did not act in a manner which is discriminatory, arbitrary or in bad faith.

The SSO shall have a right to grieve in accordance with the Adjustment of Complaints and Grievance Section, which may include proceeding to arbitration, where such grievance is not satisfactorily resolved between the parties.

- Either party may utilize the Adjustment of Complaints and Grievance Section if they believe that the Collective Agreement is not properly applied and in particular any benefits to which the SSO is entitled to under the Collective Agreement.

(7) Vacation Replacements

The Employer may employ vacation replacements. Persons employed as vacation replacements only during the period May 1st to September 15th inclusively (which can be extended by mutual agreement between the Employer and the local committee) do not accumulate seniority and do not qualify for benefits but are covered by the Complaints and Grievance Procedure.

- (8)** Vacation replacements will be paid the entry level rate of an SSO and will have deducted from their wages regular union dues in any month in accordance with the Constitution and Bylaws of the Union. Vacation replacements hired as SSO's will have their service count towards the requirements of Section XII –Wages and Classifications, SSO wage schedule.

SECTION IV
MANAGEMENT RIGHTS

- (9) (a) The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of Plant Security service, is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the assignment of duties, posts and shifts, and methods and means for protecting the plant and property of the Employer's clients are solely and exclusively the responsibility of the Employer.
- (b) Without restricting the meaning of the above paragraph, the Union recognizes the Employer's right:
- (i) to maintain order, discipline and efficiency among employees;
 - (ii) to make, alter and enforce reasonable rules and regulations to be observed by employees;
 - (iii) to hire, direct, classify, establish qualifications, transfer, promote, demote, assign and lay-off employees;
 - (iv) to reprimand, suspend, discharge or otherwise discipline for just cause. The retention of probationary employees shall be solely at the discretion of the Employer and there shall be no responsibility for the reemployment of probationary employees who are laid-off or discharged. Any claim made by a probationary employee, that such employee's lay-off or discharge is not for just cause, may be taken up as a grievance; and
 - (v) to manage its operations, determine the kind of operations, the methods of execution, the work schedule, and to decide on expansion, cutbacks, or the termination of operations in compliance with the provisions of this Agreement.
- (10) The Union recognizes that it is the responsibility of the Security Officers to familiarize themselves with the Rules established by the Employer and to faithfully report all violations thereof. The Union agrees that the Plant Security Officers shall discharge their duties as assigned to them, impartially and without regard to union or non-union affiliation of any person, and that failure to do so constitutes sufficient cause for discipline up to and including discharge.
- (11) The Union agrees that neither the Union nor its members will intimidate or coerce any Plant Security employee in respect to his right to work or in respect to Union activity or membership, and further, that there shall be no solicitation of Plant Security employees for Union membership or dues on Employer time. The Union further agrees that the Employer shall take disciplinary action for any violation of this provision.
- (12) The Employer agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

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SECTION IV-A

CONFLICT OF INTEREST

- a) The Union, its members and the Employer recognize that the nature of security officers' duties gives rise to a potential conflict of interest between their duties and the interests of employees of the Employer's clients whom the officers are required to monitor on a regular and ongoing basis, which conflict of interest is heightened by the Union's representation of both the officers and the GM employees. The parties recognize that such conflict could result in the Employer's failure to provide the required standard of service to its clients. The Union, its members and the Employer hereby recognize and confirm that the officers are bound to faithfully carry out their assigned duties in a professional and timely manner and, as required by the Employer, report accurately, fully and without the fear of reprisal, all infractions of client's plant rules, the law or other inappropriate behaviour that may be engaged in by employees of GM, including those who are represented by the Union.
- b) The parties also recognize that it is perfectly appropriate that the reports and observations of the officers may be used by GM to discipline their employees, including those represented by the Union.
- c) The parties also recognize that as part of their duties, the officers may be required to testify on behalf of GM or the Crown in disciplinary hearings or court proceedings that raise the issue of the conduct of GM employees, including those represented by the Union. The parties hereby confirm their joint understanding that it is perfectly appropriate that the officers ~~so~~ testify and collaborate fully with the representatives of GM, or the Crown that may be responsible for preparing such cases for hearing.
- d) The parties also recognize that as part of their duties, the officers are required to report any and all security breaches by fellow officers. The parties further recognize that as part of their duties, the officers may be required to testify on behalf of the Employer in disciplinary hearings. The parties hereby confirm that it is perfectly appropriate that the officers ~~so~~ testify and collaborate fully with the representatives of the Employer that may be responsible for preparing such cases for hearing.
- e) The parties also recognize that as part of their duties, officers may be called upon to provide security services in the event of legal or illegal strikes or lock-outs of the GM employees represented by the Union, which services may include but are not limited to the protection of GM's property, denial of access to striking employees, and reporting, recording and filming of the activities engaged in by the striking GM employees, represented by the Union.
- f) Such reports, recordings and films may be used by GM or the Employer in proceedings resulting from the activities of the striking or locked out employees. The parties hereby confirm their joint understanding that it is perfectly appropriate that the officers engage in and carry out these activities and collaborate fully with representatives of GM or the Employer who may be responsible for preparing such cases for hearing.

- g) In the context of strikes, both legal and illegal, or lock-outs of the GM employees represented by the Union (or, indeed of any other employees whose picket lines the officers might be called upon to cross to attend at work other than their own during a period of legal strike engaged in by the officers), the Union and its members recognize that it is of vital importance to the Employer and to its clients that the officers report for work promptly and fully discharge their assigned duties. The Union hereby undertakes to use all reasonable efforts to ensure that all officers and other employees it or any other local of the CAW-Canada may represent at the GM facilities will act so as to allow for and facilitate the performance by the officers of their duties during a strike or lock-out of employees at any one of the facilities. More specifically, the Union and its members, individually and collectively, hereby confirm that the officers will not honour any picket line established by such other employees unless and until the officers are authorized to engage in a legal strike under the provisions of the *Labour Relations Act*.
- h) The Union recognizes that as employer of the officers, it is the exclusive function of the members of management of the Employer to manage its business and to direct the officers it employs, subject only to the provisions of the Collective Agreement. The Union agrees that problems, concerns or disagreements arising from the day-to-day operations of the security services at the GM plants ought not to be discussed by security officers or union officials with GM officials unless the Employer directs that this be done. The parties agree that all such concerns, problems and/or disagreements must remain solely within the confines of the Collective Agreement or other legislative requirements and the parties to that agreement in finding a solution to such concerns, problems or disagreements. Notwithstanding the foregoing, officials of the Union at the National Representative level or higher may make representations to officials of GM regarding the Employer's operations.
- i) The Employer's General Manager and the Union's National Representative will convene joint meetings wherein the parties' commitment to eliminate potential conflict of interest will be reaffirmed. Should problems arise where the Employer's management believes security officers' performance has been compromised by CAW membership, meetings will be promptly held to resolve the matter.
- j) For the purposes of the above, GM shall include any successor employer within the meaning of section 69 of the *Labour Relations Act* to whom either GM may sell all or part of its business.
- k) The parties hereby agree and acknowledge that where a security officer fails to discharge his/her duties in accordance with the principles set out in the above paragraphs, such failure constitutes just cause for discipline up to and including dismissal.

SECTION V
STRIKES, STOPPAGES AND LOCKOUTS

- (13) The Union recognizes that it is the responsibility of the Security Officer to guard and protect the plants, premises, material, facilities and property of the Employer's client at all times and under all circumstances. The Union agrees that **its** members will faithfully discharge this responsibility during the life of this Agreement. The parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words "strikes" and "lockouts" as used herein are agreed to have the meanings defined for these words in the Ontario ***Labour Relations Act***.

SECTION VI

UNION SECURITY AND CHECK-OFF OF UNION MEMBERSHIP DUES

- (14) An employee who is a member of the Union on the effective date of this Agreement shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of retaining membership in the Union.
- (15) A "member of the Union" or "Union member" for the purposes of this Section is any employee, who as a member of the Union is not more than thirty (30) days in arrears of the payment of Union membership dues.
- (a) An employee who is not a member of the Union on the effective date of this Agreement and each employee hired thereafter shall become a member of the Union within seven (7) days following the effective date of this Agreement or within seven (7) days following employment, whichever is later and shall remain a member of the Union to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union.
- (b) During the life of this Agreement the Employer agrees to deduct, as hereinafter provided, an initiation fee and monthly membership dues uniformly levied against all Union members from the pay of its employees who are or become Union members.
- (c) Union membership dues deducted in any month shall be the dues for the month in which the deduction is made, with the exception of deductions made in accordance with Paragraph (15)(e), (15)(h) and (15)(j) below or as otherwise agreed to.
- (d) For the purposes of this Section, Union dues shall be the amount of monthly dues uniformly levied by the Union on its members in accordance with its Constitution and By-Laws. Union initiation fees shall be an amount not in excess of the maximum prescribed by the Constitution of the National Union at the time the employee becomes a member.
- (e) For new employees hired on or after the effective date of this Agreement and for probationary employees, the first deduction for membership dues and an initiation fee shall be made in the month an employee becomes a member of the Union as provided in Paragraph (15)(a) above. Such deduction shall cover membership dues for the month in which the deduction is made. Thereafter, Union membership dues for each succeeding month shall be deducted from the employee's first pay received in that month in which the employee has sufficient net earnings to cover Union membership dues, or in a manner agreed upon with the Union. If in any month full dues are not deducted, the Employer and the Union may agree upon an orderly manner of collection in the succeeding month or months.
- (f) The Employer shall have no responsibility for collection of membership dues under this Agreement for any month prior to the month in which the first membership dues deduction is made for a particular employee under this Agreement except as provided in Paragraph (15)(e) above.
- (g) Deductions will be made only after any and all other claims against the employee's pay have been satisfied. No deduction will be made from the pay due a deceased or separated employee. If an employee does not have sufficient net earnings in any pay in a month to permit deduction, the Employer will have no responsibility for collection for that month except as provided in Paragraph (15)(e) above or in Paragraph (15)(h) below.

- (h) In cases where a seniority employee has returned to work on a job in the bargaining unit on or before the fifth last working day in the month and has not had Union membership dues deducted from any pay received by him in that month nor has a pay cheque due to be delivered to him in that month, Union membership dues for that month shall be deducted from the pay received by the employee in the next or immediately succeeding calendar month, provided the employee has sufficient remaining net earnings to cover such Union membership dues after making the regular Union membership dues deduction for both the calendar month in which the deduction is made and the preceding calendar month.

In the event the net earnings are sufficient to cover the Union membership dues for only one calendar month, the deduction will be for the preceding calendar month. In such situations membership dues for the current month will be deducted from the employee's next pay, if any, received in that month, if there are sufficient net earnings in such pay to cover such Union membership dues.

In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

- (i) The Financial Secretary of the Local Union will advise the Employer through its designated representative, by letter, not later than the fifth (5th) day of the month following the effective date of this Agreement, of the amount of monthly Union dues uniformly levied on each of its members for the month. Thereafter, in the event of any change in this amount the Financial Secretary will in the same manner advise the Employer of the change not later than the twentieth (20th) day of the month prior to the month in which the change is to become effective.
- (j) Deductions for an employee who is laid off, given leave of absence or transferred from the Bargaining Unit shall be automatically resumed upon the employee's reinstatement following such layoff, leave of absence or transfer from the Bargaining Unit, from the employee's first pay received in which the employee has sufficient net earnings to cover Union membership dues provided that a deduction for Union membership dues has not been made for the month in which the employee is reinstated.
- (k) The Local Union will file with the Employer a voucher signature of its Financial Secretary and or a person or persons authorized to negotiate the monthly cheques for the Union. Dues deductions shall be remitted to the designated financial officer of the Local Union once each month within twenty (20) days after the first regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month.

The Employer shall furnish the designated financial officer of the Local Union monthly, with a list of those for whom deductions have been made and the amounts of such deductions. This list should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.

- (l) Any dispute arising in connection with an employee's deduction required by this section shall be reviewed with the employee by a representative of the Local Union and a representative of the Employer.

Should this review not dispose of the matter it may be referred to the Arbitrator whose decision shall be final and binding on the employee, the Union and the Employer.

- (m) In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (n) The Employer will use its best endeavours to comply with the provisions of this Section, but is relieved by the Union of both responsibility and liability for making or failing to make deductions hereunder.
- (o) The monies referred to in this article are to be held in trust by the Employer. These monies cannot be used in any fashion by the Employer or its agents or any agents acting on behalf of its creditors. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.
- (p) Union dues will only be deducted for the first twenty-four (24) pay periods in a calendar year.

**SECTION VII
REPRESENTATION**

- (16) The Local Union shall be represented by Committee persons at the following locations:

<u>Location</u>	<u>Number of Committee Persons</u>
Oshawa	6
St. Catharines	6
Windsor Transmission	3
Woodstock	3

One of the Committeepersons at each location shall be designated as chairperson. Another person may be designated as Alternate Chairperson or alternate Committeeperson. Committeepersons must be employed in the Bargaining Unit.

- (17) No employee shall serve as a committeeperson while on leave of absence or layoff.
- (18) The names of the committeepersons and the Chairperson of the Committee will be given to the Employer in writing signed by the President of the Local.
- (19) Subject to operational requirements, Committeepersons will be permitted to leave their work remaining on site for the purpose of investigating and adjusting grievances in accordance with the Grievance Procedure or other legitimate representation functions and for reporting to grievors changes in the status of their individual grievances, after reporting to their respective Supervisors specifying to them the purpose of their activity.
- (20) Whenever, in the opinion of the Employer, more than a reasonable period of time is being taken by the Chairperson or a Committeeperson to accomplish the investigation and adjustment of a grievance, the Employer may decline to approve payment for such period of time as it may consider to be excessive.
- (21) The members of the bargaining committee, a maximum of 4, will be compensated for the time spent during regular working hours in negotiating for the renewal of a Master Agreement with the Employer.
- (22) Each Committee Chairperson or designate will be allowed the following weekly paid time to administer the Collective Agreement. This paid time will be carried out on site or at the union hall (with management being notified prior to) on any shift. Shift premiums will be paid if the time is used on site. Woodstock and Windsor eight (8) hours. St. Catharines twenty (12) hours. Oshawa union business twenty-four (24) hours per week plus eight (8) hours per month for Women's Advocate, (8) hours bi-weekly for benefits. Sixteen (16) hours a year training for the women's advocate representative.
- (23) Members of the Committee, when meeting with Management at Step Three of the Grievance Procedure or attending meetings called by the Local Management, shall be allowed such time off their jobs as may be required to attend such meetings and will be paid for such time to the extent that they would otherwise have worked in the plant.

- (24)** When there is a reduction in force the committeepersons and alternate committeepersons will be laid off and recalled in accordance with the terms of this Agreement. Notwithstanding the above, in the event of a reduction in force, the chairpersons shall be deemed to have the greatest length of service in the Bargaining Unit.
- (25)** The committeepersons shall not be allowed to enter, or remain in, the plant for the purpose of handling a complaint *at* any time other than during their regular shift unless otherwise agreed to by the Employer's supervision. This does not preclude a committeeperson from attending meetings with Management at the Third Step of the Grievance Procedure.

SECTION VIII

COMPLAINT AND GRIEVANCE PROCEDURE

- (26)** All grievances arising between employees and the Employer shall be dealt with as speedily and effectively as possible by cooperative effort on the part of both the Union and Local Management in accordance with the following procedure.
- (27)** Only complaints regarding the interpretation, application, administration or alleged violation of a term of this Agreement, may be subject to the Grievance Procedure as set out herein.
- (28)** Any employee having a complaint, or one designated member of a group having a complaint, must first take it up with his immediate supervising officer who will attempt to adjust it.
- (29)** Any employee may request his immediate supervising officer to call his committeeperson to handle a specified complaint with his immediate supervising officer. The immediate supervising officer will send for the committeeperson without undue delay and without further discussion of the complaint.

Step One

- (30)** If the complaint is not adjusted by the immediate supervisor, it shall be reduced to writing on an Employee Grievance Form provided by the Employer and signed by the employee involved and shall be given to the Supervisor. The Supervisor shall give a reply in writing on the Employee Grievance form to the Committeeperson without undue delay but in any event not later than five (5) days after the grievance was received.

Step Two

- (31)** If the Complaint is not adjusted at the First Step, the committeeperson or the Chairperson may then request a meeting with the Site Manager or other designated officer, for further discussion of the complaint within five (5) days. This meeting will be held within five working days and the written answer will be given within five (5) working days after the meeting unless these time limits are extended by mutual agreement.

Step Three

- (32)** If the Complaint is not adjusted at the Second Step, the Committeeperson or the Chairperson may then request a meeting with the Senior Vice-president or other designated officer for further discussion of the complaint within five (5) days. This meeting will be held within fourteen (14) days. At least three (3) days prior to the date of the meeting, the Union and the Employer will exchange statements, signed by responsible officers, setting forth the pertinent facts and circumstances surrounding the complaint on the part of the Union and the pertinent facts and reasons in support of its position by the Employer. A National Representative and the President of the Local Union or his/her designated representative will be permitted to attend the meeting at the Third Step.
- (33)** A final decision in writing will be given by a representative of the Employer within ten (10) working days from the date of the meeting.
- (34)** Policy grievances may be filed at Step Two. A single grievance may be filed by the Union on behalf of more than one (1) employee. In addition, where more than one (1) individual grievance raises the same or similar issues, the Employer may request the Union's agreement (which will not be unreasonably withheld) to proceed with only one such grievance, holding the other(s) in abeyance pending a decision on or resolution of the one (1) grievance selected to proceed.

Arbitration

- (35)** Should any such grievance fail to be satisfactorily settled under the foregoing provisions of this section, such grievance may be referred by the National Union to arbitration within thirty (30) days of receipt of the Employer's reply at Step Three and in the manner and subject to the conditions and provisions hereinafter set out, provided, however, that in any event the only matters that may be **so** referred shall be those involving the interpretation, application, administration or alleged violation of this Agreement.
- (36)** The parties agree that any grievance referred to arbitration shall be ruled on by a single Arbitrator. If they are unable to agree upon the appointment of an arbitrator within ten days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The arbitrator's decision is final and binding upon the parties and upon any employee or employer affected by it.
- (37)** The Arbitrator's decision in a case shall be rendered within thirty (30) days from the date on which the case was submitted to him.
- (38)** No costs of any arbitration shall be awarded to or against either party. Each of the parties shall pay one-half the remuneration and expenses of the arbitrator.
- (39)** Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Employer shall not be valid for a period prior to the date that complaint was first filed in writing, except that:
- (a) In cases based on a violation which is non-continuing such claims shall be valid for a period of not more than seven (7) days prior to the date the complaint was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.
 - (b) In cases based on a violation which is continuing, a claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.
- (40)** Any time limits fixed by this Section for the taking of any action in connection with a specific written grievance is mandatory but may be extended by written agreement of Management and the Chairperson of the Committee.
- (41)** Any complaints which the Employer may have against the Union shall be presented by the Site Manager or his designated representative to the Local Union President. In the event that the matter is not satisfactorily adjusted within two (2) weeks after such presentation, it may be appealed to the Third Step of the Complaint Procedure upon written notice to the Local Union President. Thereafter the matter will be considered at the Third Step of the Complaint Procedure. If the matter is not satisfactorily settled at this meeting or within five (5) days thereafter by agreement, the case may be appealed by the Employer to an Arbitrator.

Disciplinary Suspensions and Discharges

- (42) It is important that complaints regarding unjust or discriminatory suspensions over 3 days or discharges be handled promptly according to the Adjustment of Complaints Procedure. Complaints must be filed within three (3) working days of the suspension or discharge and the Management will review and render a decision on the case within five (5) working days of its receipt. If a decision of the management in such a case is not satisfactory, the complaint may be appealed to the Third Step. If such appeal is not filed within five (5) working days, the matter will be considered automatically settled on the basis of the last decision and not subject to further appeal.
- (43) When a suspension or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow him to answer the charges involved in the situation for which such discipline is being considered before he is required to leave the plant. Where such an interview is going to be conducted the employee will be offered the opportunity to have the presence of his committeeperson to represent him during such interview and to discuss the case privately with him in a suitable office designated by the management. The committeeperson shall be called promptly if requested.
- (44) Any employee who has been disciplined by a suspension or a discharge will be furnished a brief written statement advising him of his right to representation and describing the misconduct for which he has been suspended or discharged, and, in the case of suspension, the extent of discipline.
- (a) Whether called or not, the committeeperson will be advised in writing within one (1) day of the written reprimand, suspension or discharge and will be given a copy of the statement given to the employee.
- (b) The written statement furnished to the employee shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement of the employee.
- (45) In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than one (1) year previously. The employee will be given a copy of any warning, reprimand or suspension entered on his personnel record within three (3) days of the action taken.
- (46) For the purpose of this section "day" shall mean Monday through Friday and not include Saturday, Sunday or any paid holidays.

SECTION IX

SENIORITY

- (47)** An employee shall acquire seniority rights after ninety (90) calendar days in any consecutive twelve (12) month period terminating during the life of this Agreement in which event the employee's seniority date will be a date ninety (90) days prior to the date on which the employee's seniority rights were acquired.
- (48)** Notwithstanding the foregoing provision, employees hired as SSOs, will not acquire seniority rights, nor acquire credit towards seniority rights except as provided in Section III and Section XII of this Collective Agreement.
- (49)** An employee shall be a probationary employee until such employee has acquired seniority rights at which time the employee becomes a seniority employee.
- (50)** As **used** throughout this Agreement an "eligible employee" or "Seniority employee" shall refer to a PSO who has acquired seniority rights in accordance with the provisions of paragraph (47) of this Agreement and does not include SSOs, vacation replacements or excluded employees.
- (51)** An employee's seniority shall be broken:
- (a)** if the employee quits;
 - (b)** if the employee is discharged and not reinstated;
 - (c)** if the employee is absent for three working days without properly notifying the Employer, unless a satisfactory reason is given;
 - (d)** if the employee fails to report for work in accordance with a notice of recall by registered mail and/or courier service which is clear in intent and purpose or within five (5) working days after receipt of such notice, whichever is later, unless a satisfactory reason is given;
 - (e)** if the employee fails to report for work within five (5) working days after the expiration of any leave granted to the employee, unless a satisfactory reason is given;
 - (f)** Subject to the provisions of Section XXI and Appendix "C", if the employee is laid off or is absent on a sick leave for a continuous period equal to the seniority such employee had acquired at the time of such layoff or absence or the period of one year, whichever is greater. The Local Committee Chairperson shall be informed by the employer of the anticipated loss of seniority by the employee one week in advance of the anticipated occurrence;
 - (g)** if the employee retires or is retired under the terms of the Pension Plan
- (52)** Should an employee's seniority be broken and should the employee thereafter be rehired, such employee shall on such rehiring be a Probationary Employee.
- (53)** Up-to-date seniority lists shall be made available to each Committee Chairperson quarterly. This list shall include departmental and pension dates.

SECTION X

REDUCTION OF WORKFORCE

- (54) (a) For the purposes of this section a Bargaining Unit shall be defined as those Local Bargaining Units outlined in Section II.
- (b) In view of the interchangeability of work of the employees in the Bargaining Unit, if it becomes necessary to reduce the force, employees will be released in reverse order of their length of service in the Bargaining Unit, **subject to the preferential seniority provision contained in paragraph 24**, providing those employees retained are capable of performing the work. The term "capable of performing" means more than capable of learning. It means capable of performing in a proficient manner with perhaps some break in, but without such prolonged or detailed training as to burden the Employer or cause undue **loss** of efficiency. Laid off employees will be recalled in length of service order.
- (c) In reducing the number of employees in the Bargaining Unit, probationary employees will be separated before any employees with established length of service are separated.
- (d) In the case of an indefinite layoff, only, and notwithstanding section III(6) of the collective agreement, a laid off PSO who is willing and capable of performing the required work may apply for any permanent vacancy in another bargaining unit for work at any location in priority to an SSO in the bargaining unit where the vacancy exists. In the event the permanently laid off PSO obtains the vacant post, his seniority in the bargaining unit to which he is transferred (other than for pension, vacation or benefit plan purposes), will commence the first day of the transfer. Should more than one (1) laid off PSO apply for a vacancy, the post will be awarded to the PSO with the earliest seniority date who is capable of performing the required work. Where there are any PSOs on indefinite layoff in any bargaining unit, notice of any vacancy will be posted for a period of five (5) working days, in each bargaining unit, in order to afford laid off PSOs the opportunity to apply for the vacancy.
- (e) Where there is an actual reduction of hours which would result in PSOs working less than twenty (20) hours per week for a continuous period of two (2) weeks or more, the Employer will lay off the affected PSOs in accordance with the collective agreement. A laid off PSO will be recalled when there is a known period of at least 32 hours per week available for a minimum period of two (2) continuous weeks. Seniority will be the governing factor for assignments of maximum hours (up to 40 hours).
- (f) Notwithstanding anything to the contrary herein, PSOs who are laid off as defined in the Layoff Benefit Plan shall not be entitled to the special payment at Section XIV(88), bereavement pay, jury duty pay or sick leave pay contained in Sections XVI(c), (d) and (g) respectively unless such entitlements were acquired prior to the date of layoff.
- (55) The following provisions shall be applicable to Bargaining Unit employees transferred out of the Bargaining Unit:
- (1) An employee temporarily transferred and/or promoted to a non-represented job classification within the Plant Security Department for two (2) temporary periods not to exceed twelve (12) months in total during the life of the current agreement, shall continue to accrue length of service during such temporary transfers out of the Bargaining Unit. Temporary transfers exceeding two (2) temporary periods or twelve (12) months in total during the life of the current Agreement will result in the Officer's seniority being adjusted by the amount of the excess time spent out of the Bargaining Unit. The Employer confirms that no SSO will be

stepped-up at a location if a PSO at that location is on layoff. The Employer acknowledges that there are seniority employees who express interest in stepping up and such interest will be given due consideration.

- (2) An employee permanently transferred out of the Bargaining Unit shall retain and accumulate seniority in the Bargaining Unit for a period of six **(6)** calendar months after such transfer. Thereafter, the employee's seniority in the Bargaining Unit shall cease to accumulate.
- (3) Where a PSO has been temporarily transferred and/or promoted to a non-represented job classification within the Plant Security Department pursuant to the terms of this Agreement and a layoff situation occurs, and where there is a PSO within the Bargaining Unit with greater length of service than the PSO who was temporarily transferred and/or promoted, the temporarily transferred and/or promoted PSO shall be returned to the Bargaining Unit and be laid off in accordance with the terms of this Agreement.

SECTION XI
HOURS OF WORK AND OVERTIME

- (56)** The following paragraphs shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- (57)** (a) The Union recognizes that the Employer has the right to implement one, ~~two~~ or three shift schedules and seven day operations. Any change in the established shift hours shall be first discussed with the Local Chairperson or designate. All existing shift schedules will remain in effect unless otherwise mutually agreed upon by the Employer and the Local Committee. Where the client dictates changes in coverage, the local parties shall jointly work to achieve scheduling amendments which meet, in a timely manner, client demands and the employer's operational requirements.
- (b) Notwithstanding the foregoing, within thirty (30) days of the ratification of this Agreement, each of the local chairpersons shall elect to either continue working shifts similar to those of others in the Bargaining Unit or to work straight day shift on a five-day operation (Monday to Friday) assignment. Such election will be in effect until April 15, 2004. At that time and on every April 15 thereafter, the chairperson may make a new election to be in effect during the following year. In the event a chairperson elects to work straight day shifts, it is recognized that the schedules of work of other employees may need to be adjusted to accommodate the change. The Employer shall not incur any additional costs to give effect to the exercise of a day shift preference by a chairperson.
- (58)** For a seven (7) day operation, the normal work week shall consist of no more than 40 hours and a single shift shall consist of no more than 12 hours. For a five (5) day operation, the normal work week shall consist of no more than 40 hours and a single shift shall consist of no more than 8 hours.
- (59)** (a) "Straight time rate" as used in this Agreement means the employee's regular hourly rate for the employee's job classification.
- (b) "Time and one-half" as used in this Agreement means one and one-half (1 1/2) times the applicable straight time rate.
- (c) "Overtime" as used in this Agreement means any hours compensated at time and one-half or double time, as the case may be.
- (d) "double time" as used in this Agreement means two times the applicable straight time rate.
- (e) "Day" as used in this Section commences at 00:01 hours and concludes 23 hours and 59 minutes later.
- (9)** "Week" as used in this Section commences at 00:01 on Monday and concludes at 23:59 hours the following Sunday.
- (60)** All work performed by the employee in the employee's day will be considered as having been performed on the calendar day on which such day commenced.
- (61)** The work week shall commence on Monday.

- (62)** An employee will be compensated for time worked at the employee's straight time rate except as otherwise provided herein.
- (63)** (a) The Employer shall have the right to schedule overtime as provided herein.
- (b) Insofar as it is practicable for the Employer to do so, overtime shall be distributed as equitably as possible amongst qualified employees in the Bargaining Unit concerned.
- (c) Where a number of employees have the necessary qualifications to do the work involved, overtime will be assigned on a form of rotating basis. If a given employee is unable or unwilling to work the overtime assignment, he or she will be credited with the overtime hours that would have been worked for the purpose of comparing the overtime opportunities with those of other qualified employees. If the Employer does not secure enough volunteers to perform the necessary work, then the Employer may assign the qualified employee(s) with the least hours worked to perform the work or as agreed to locally.
- (64)** Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
- (65)** An employee who has completed his or her regular shift and left the Employer's premises and who is called back to perform work shall be paid a minimum of four **(4)** hours at the applicable rate.
- (66)** Any PSO or SSO reporting for work without having been notified previously by the Employer not to report will be given a minimum of four **(4)** hours' work or pay at the applicable rate. This provision will not apply when:
- (a) Such a lack of work is due to fire, flood, power failure or some other cause clearly beyond the control of the Employer;
- (b) The employee has failed to notify the Employer of his or her present address and telephone number on the forms supplied by the Employer.
- (67)** An employee who has worked eight (8) hours at the applicable straight time rate in the employee's day, shall be paid at the rate of time and one-half for all further time worked by the employee on that day.
- (68)** Paragraph 67 shall not apply to any employee whose work in excess of the applicable straight time hours on the employee's day is the result of a regularly scheduled shift change.
- (69)** An employee other than an employee on a seven (7) day operation, shall be paid at the rate of time and one-half for all time worked by the employee on Saturday and at the rate of double time for all time worked by the employee on Sunday.
- (70)** An employee employed on a seven (7) day operation, shall be paid:
- (a) time and one-half for hours worked in excess of 8 hours worked at straight time in a day;
- (b) time and one-half for hours worked in excess of 40 hours worked at straight time in the work week;
- (c) time and one-half for hours worked by a PSO on his/her first or second regularly scheduled day off unless such hours are payable at a higher overtime premium rate in paragraph (d) below;

- (d) double time for hours worked by a PSO on his/her second regularly scheduled day off where the PSO has worked on his/her first regularly scheduled day off in the work week or where such day falls on a Sunday in that calendar week;
 - (e) such employees will be paid time and one-quarter (**1.25** x straight time) for hours worked on a Sunday, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.
- (71)** Notwithstanding the above, the pay equalization at St. Catharines will remain in effect unless otherwise mutually agreed upon by the Employer and the Local Committee subject to PSO floaters who shall be paid on an hourly basis without pay equalization. Where PSO floaters work in excess of forty hours per week, he or she shall be entitled to overtime at the rate set out in paragraph 70(b). Where a PSO floater is scheduled to work a shift of eight (8) hours or more, such PSO shall only be entitled to daily overtime if he or she has worked hours in excess of the scheduled shift. The Employer and the Local Committee may agree on overtime equalization at any location from time to time.
- (72)** The Employer will maintain the following:
- (a) Oshawa Autoplex, nine-MAN (PSO Minimum Rule) (Monday to Friday exclusive of Holidays) and six-MAN (PSO Minimum Rule) (Saturday, Sunday and Holidays) per shift.
 - (b) St. Catharines, two-man (PSO) minimum rule per plant.
 - (c) Windsor Transmission, one-man (PSO) minimum rule per shift;
 - (d) Woodstock, one-man (PSO) minimum rule per shift

The parties agree that the minimum-man rule set out in the Collective Agreement for all locations except in Oshawa applies between May 1 and September 15 inclusively.

Minimum man rule to apply year round for Windsor Transmission and St Catharines plants.

If there is any change of manning requirements due to client demands, the parties agree to meet and revise the minimum man rules.

The parties agree that the minimum man rules are subject to Local Agreements.

SECTION XII

WAGES AND CLASSIFICATIONS

- (73) The rates of pay for the PSO and for the SSO shall be as set forth in the wage schedule attached hereto.
- (74) All hourly employees shall be paid bi-weekly through direct deposit on a Thursday if the employee has an account with the Royal Bank of Canada to be accompanied by a detailed summary of earnings and deductions which will include vacation pay, banked hours, F.H. hours, SPA and lieu hours. During a week where a bank holiday occurs, the direct deposit may be on a different day.

WAGE SCHEDULE

P.S.O. (payments to be made in accordance with seniority as a P.S.O.)

	April 1, 2006	April 1, 2007	April 1, 2008
Entry level	21.47	21.68	22.01
After 6 months	22.65	22.88	23.22
After 1 year	23.84	24.08	24.44
After 18 months	25.03	25.28	25.66
After 2 years	28.95	29.24	29.68

COST OF LIVING ALLOWANCE (COLA) CLAUSE

The Employer will continue the practice of paying COLA in addition to base wages on each pay cheque.

As of February 2006 the COLA float is \$1.50. On April 1, 2006, \$1.45 of the float will be folded into the base wage and \$0.05 will remain as the COLA float.

The COLA payable on May 1, 2006 and thereafter will be calculated based on 3-month averages and adjusted quarterly.

The amount of the COLA shall be determined in accordance with changes in the Consumer Price Index with the base 1986 = 100 (1986 CPI). In determining the three (3) month average of the indices for a specified period, the computed average shall be rounded to the nearest 0.1 index point (e.g., 0.15 and greater rounded to 0.2, less than 0.15 rounded to 0.1).

The Employer will continue the practice of paying COLA in addition to base wages on each pay cheque.

In calculating the May 1, 2006, COLA adjustment, the comparison will be between the three-month average of the 1986 CPI for October, November and December 2005, and the three-month average for the 1986 CPI for January, February and March 2006. Subsequent quarterly COLA adjustments will be calculated using the same relative three-month periods. The last COLA adjustment will be made on February 1, 2009.

One cent adjustments in the COLA shall become payable for each 0.067 for COLA payable on or after April 1, 2006.

COLA will apply to all compensated hours including overtime, shift premiums, vacation, holidays, jury duty and bereavement. For clarification, if overtime hours are paid at time and a half, COLA is multiplied by 1.5 for each hour of overtime worked.

Shift Premium

5% of straight time rate for hours worked for afternoon shift

10% of straight time rate for hours worked for night shift.

The Employer agrees that employees will receive the shift premium for hours worked that fall on afternoons or nights, except for 12-hour shifts (i.e. 12-hour day gets no premium, 12-hour night gets 10% on all 12 hours).

S.S.O.

Effective April 1, 2006 and for the duration of the Agreement SSOs will be paid as follows:

Effective April 1, 2006	-	\$16.50
Effective April 1, 2007	-	\$16.75
Effective April 1, 2008	-	\$17.00

For SSOs newly hired on or after April 1, 2006, the entry level shall be \$12.50. Six (6) months following the SSO's date of hire, the SSO shall be paid in accordance with the grid set out above.

Such wages shall not be subject to any other increases during the course of the next collective agreement or for a period of three years commencing April 1, 2006, whichever is longer. The SSO must be available for work and will be considered to have been available for work if a satisfactory reason is given for his/her unavailability.

SECTION XIII

PAID HOLIDAYS

(75) Seniority employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

2006

April 14, 2006 – Good Friday
April 17, 2006 – Monday After Easter
May 19, 2006 – Friday Before Victoria Day
May 22, 2006 – Victoria Day
June 30, 2006 – Friday Before Canada Day
September 1, 2006 – Friday Before Labour Day
September 4, 2006 – Labour Day
*October 06, 2006 – *Friday Before Thanksgiving
October 09, 2006 – Thanksgiving
December 25, 2006 – Christmas Holiday Period
December 26, 2006
December 27, 2006
December 28, 2006
December 29, 2006

*For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday June 30, 2006 and Monday, July 3, 2006.

2007

January 1, 2007
April 6, 2007 – Good Friday
April 9, 2007 – Day After Easter
May 18, 2007 – Friday Before Victoria Day
May 21, 2007 – Victoria Day
June 29, 2007 – Friday Before Canada Day
August 31, 2007 – Friday Before Labour Day
September 3, 2007 – Labour Day
October 5, 2007 - *Friday Before Thanksgiving
October 8, 2007 – Thanksgiving
December 24, 2007 – Christmas Holiday Period
December 25, 2007
December 26, 2007
December 27, 2007
December 28, 2007
December 31, 2007

*For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday, June 29, 2007 and Monday, July 2, 2007.

2008

January 1, 2008
March 21, 2008 – Good Friday
March 24, 2008 – Day After Easter
May 16, 2008 – Friday Before Victoria Day
May 19, 2008 – Victoria Day
June 27, 2008 – Friday Before Canada Day

August 29, 2008 – Friday Before Labour Day
September 1, 2008 – Labour Day

*For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday, June 27, 2008 and Monday, June 30, 2008.

The remainder of the holidays to be the same day(s) followed by General Motors in Oshawa.

In the event an additional Federal or Provincial holiday is proclaimed during the life of this Agreement, such holiday will, in Ontario, replace the holiday designated in this Agreement as the Friday preceding Victoria Day.

- (76)** An eligible employee shall be paid at the employee's straight time rate for eight (8) hours for specified holidays and the holidays in each of the Christmas Holiday Periods providing the employee meets all of the following eligibility requirements. However, no employee shall receive holiday pay for any holiday for which the employee receives Workers' Compensation benefits or on a sick leave of absence.
- (a) The employee must be a seniority employee as of the date of each specified holiday and as of each of the holidays in each of the Christmas Holiday Periods.
 - (b) The employee must have worked both the employee's last scheduled workday prior to, and his/her first scheduled workday after each specified holiday and each Christmas Holiday Period, and on such days the employee must work at least as many hours as the employee is scheduled to work, less one, unless the employee's tardiness beyond one hour is excused by supervision.
 - (c) The employee must have worked during the week in which the holiday falls except during the week that constitutes the Christmas Holiday Period. Failure to work either the employee's last scheduled workday prior to or the next scheduled workday after each Christmas Holiday Period will disqualify the employee for the two holidays in the Christmas Holiday Period which follow or precede such scheduled workday.

An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas Holiday Period up to and including December 31, will receive holiday pay for such holidays.

Each of the designated days in the Christmas Holiday Period shall be a holiday for purposes of this Holiday Pay Section.

- (77)** When a specified holiday falls within an eligible employee's approved vacation, and the employee is absent from work during the employee's regularly scheduled work week because of such vacation, the employee shall be paid for such holiday or take a paid day in lieu thereof at a later date at a time acceptable to the employer, within a period of time not exceeding twelve (12) months.
- (78)** An eligible employee who agrees to work on a holiday and who, without reasonable cause, fails to report for and perform such work, shall be ineligible for holiday pay.
- (79)** Time worked during the regularly scheduled shift hours of paid holidays if such hours are worked on an employee's regularly scheduled day or day off will be paid at the straight time rate plus double-time pay.

- (80) Time worked beyond the regularly scheduled shift hours of any paid holiday whether or not such day was a regularly scheduled day for the employee will be paid at the straight time rate plus double-time.
- (81) If a holiday occurs on an employee's scheduled day off, an eligible employee may elect to be paid for that day or take a paid day in lieu thereof at a later date at a time acceptable to the employer, within a period of time not exceeding twelve (12) months. If an employee is unable to take lieu days within a twelve-month period as a result of being on sick leave, worker's compensation or as a result of termination of employment for whatever reason, lieu days shall be paid out at the end of the twelve month period or on the effective date of termination, as the case may be. Where the employee cannot take a lieu day for any of the reasons listed in this paragraph, the employer shall pay the employee for the lieu day at the current rate. Where an employee fails to take a lieu day within the twelve-month period, the employer shall pay the employee for said lieu day at the rate the lieu day was earned.
- (82) When a specified holiday falls during a period in which an eligible employee received jury duty pay, pursuant to s. 16 of this Agreement, and the employee is absent from work during his regularly scheduled work week because of such jury duty, the employee shall be paid for such holidays or take a paid day in lieu thereof at a later date at a time acceptable to the employer, within a period of time not exceeding twelve (12) months.
- (83) The Employer agrees to pay eligible employees who work the August Civic Holiday at time and one half.

SECTION XIV

VACATIONS

- (84) (a) Senior employees, in keeping with the efficient operations of the employer, shall be granted preference as to vacation time.
- (b) Eligible employees shall be required to take such vacation period to which they are entitled consistent with the Employer's ability to maintain an efficient operation. Vacation will be granted on the principle of seniority.
- (c) Subject to any local agreement between the employer and the local committee, the employer agrees to post the vacation schedule on the 1st day of April of each year, and employees shall sign for their first choice for the vacation period.
- (d) Requests for vacations, floating holidays, bank days and lieu days must be made on at least three (3) days written notice. For the purposes of this paragraph, a "day" shall mean "day" as defined in paragraph 46 of this Agreement.

In the first week of May, employees displaced from their first choice shall have the right to choose an alternate period.

After the first week of May, the vacation schedule shall be frozen, and no employee shall be displaced from the vacation period to which they have been assigned without the approval of the employee concerned and the Employer.

Provided the requisite advance notice is given in accordance with the terms of the Local Agreement, PSOs will not be denied vacation due solely to the unavailability of SSOs.

The Employer agrees that the vacation granting period is January 1 – December 31, but vacation time taken must be proportional to the minimum hours.

- (85) Each eligible employee who has one or more years of seniority as of the vacation eligibility date and who has worked the minimum hours in the vacation eligibility year, shall be entitled in that year to a vacation pay allowance, in accordance with the following:

<u>For an Eligible Employee with Seniority as of October 1.</u>	<u>Hours of Full Vacation Pay Allowance</u>
Less than one year*	4% or earnings as defined in ESA
One but less than three years	80
Three but less than five years	100
Five but less than ten years	120
Ten but less than fifteen years	140
Fifteen but less than twenty years	160
Twenty or more years	200

* For those employees receiving 4%, it shall be paid by separate cheque.

- (86) The vacation eligibility date for the vacation eligibility year shall be October 1.

- (87) The expression "minimum hours" wherever used in this section shall mean a total of 1,000 hours in the vacation eligibility year which shall be the fifty two weeks immediately preceding the vacation eligibility date in that year. For purposes of calculating minimum hours worked, hours paid in connection with holidays not worked, authorized training, jury duty, bereavement leave and up to three months of paid sickness and accident leave (including accident leave compensated by Ontario Workers Compensation) shall be considered as hours worked.
- (88) Commencing April 1, 2006, and for the duration of this Agreement, eligible employees who have at least one year's seniority as of the vacation eligibility date and who have worked the minimum hours in the vacation eligibility year and retirees who retire during the vacation eligibility year will also receive a special payment of one thousand five hundred dollars (\$1,500), save and except for the first year of the collective agreement when the payment will be two thousand dollars (\$2,000). For those employees who have acquired seniority but with less than one year seniority as of the vacation eligibility date or have one year's seniority but have worked less than the minimum hours in the vacation eligibility year will receive a special payment of \$750 save and except for the first year of the collective agreement when the payment will be (\$1250). Such payment shall be paid by separate cheque deposit on the first pay date after November 1 of the vacation eligibility year. Employees who have at least one year's seniority as of the vacation eligibility date and retirees who retire during the vacation eligibility year but have not worked the minimum hours will have their special payment reduced by the percentage outlined in paragraph (91).
- (89) Eligible employees who have at least one year's seniority as of the vacation eligibility date will also receive 36 hours of "floating vacation pay allowance" (hereinafter referred to as "F.H.") in the vacation eligibility year.
- (90) Vacation pay allowance and F.H. will be paid in the form of "paid time off during the calendar year which encompasses the vacation eligibility date. Such paid time off must be approved by the Employer and must be taken by the employee in increments of eight hours (one day), unless a lower amount of hours is approved by the Employer or a lower amount of hours is required to complete the employee's vacation pay allowance for the year. Any vacation pay allowance or F.H. not taken by the employee by December 31 which follows the vacation eligibility date will be forfeited by the employee.

Notwithstanding the above, to facilitate scheduling of floating vacation pay allowance ("F.H."), the following applies:

1. Any employee who becomes eligible to take F.H. time as of October 1 of a given year can take F.H. time off between January 1 and December 31 of the same year;
2. The eligible employee or employee who is expected to become eligible on October 1 of the current year shall be compensated for F.H. time taken according to the wage level in effect at the time the employee takes the F.H. time;
3. If the eligible employee or employee who is expected to become eligible on October 1 of the current year ceases employment for any reason whatsoever prior to October 1 of the current year, such employee agrees to allow the Employer to set off all amounts owing as a result of F.H. time taken prior to the eligibility date of October 1; and
4. The foregoing in no way affects the above provisions pertaining to the loss of unused F.H. time.

The Employer agrees that, in the event of a lay off, vacation pay earned before the vacation eligibility date will be paid during the first pay period after the vacation eligibility date in the same year that the layoff occurs, and for S/A and WSIB absences, will be paid during the first pay period after December 31.

The Employer confirms that Float **PSOs** are entitled to vacation granted under **(84)**. If a Float PSO requests an individual day on a day that he or she is not scheduled but then is subsequently scheduled, the vacation day will be granted subject to minimum man rules.

- (92)** Where an employee has failed to work the minimum hours in the vacation eligibility year, the employee shall be entitled to the vacation pay allowance for that year to which the employee would have been entitled if such employee had worked the minimum hours for that year, reduced by five (5) percent for each fifty (50) hours (or fraction thereof) by which the employee has failed to work the minimum hours for that year.
- (92)** Vacation pay allowances, in each year, shall be calculated on the basis of the eligible employee's current straight time rate of pay. The shift premium that an employee would have earned for the time that he would have been scheduled to work had he not been on vacation will be added to the base rate for the period while on vacation.

SECTION XV

WELFARE BENEFITS

- (93) During the term of this Agreement, the Employer will pay on behalf of each eligible employee who has completed six months of continuous service with the Employer, and except as provided in Section II and III herein, 100% of the premium cost of health and dental care, group life insurance and pension benefits. If an SSO has one (1) year service and is promoted to a PSO the waiting period for benefit eligibility will be three months.
- (94) The Employer will have the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. The Employer will give the Union at least six (6) months notice before changing any carrier. The Employer will notify the Union immediately upon learning of any coverage change.
- (95) All of the benefits mentioned in this article shall be more particularly described and set forth in the respective plan documents or policies of insurance. The following plans, annexed to the Master Collective Agreement as appendices, form part of the Collective Agreement:

Appendix "A": Layoff Benefit Plan

Appendix "B": Income Continuation Plan

Appendix "C": Service Termination Plan

The Employer will make its best efforts to **produce** the benefit booklets within ninety (90) days of the signing of the Master Agreement. The Employer agrees to provide the Union's National Representative with a copy of the relevant insurance policies (exclusive of financial data).

SECTION XVI

LEAVES OF ABSENCE

(96) The Employer will recognize, without loss of seniority, the following leaves of absences for employees with seniority:

(a) **Leave of absence for personal reasons**

The Employer will grant leave of absence without pay if an eligible employee requests it in writing and if the leave is for good reason and does not unreasonably interfere with operational requirements. Any such leave of absence shall not exceed sixty (60) days.

(b) **Leave of absence for union purposes**

The employer will grant a leave of absence to an eligible employee to attend union functions provided that such leave does not interfere with the efficient operational requirements. However, provided the employer receives two (2) weeks' notice from the union, this leave may be extended to four (4) employees per local, provided said leave will not affect operations. The decision will be made at the discretion of the employer, and such permission shall not be unreasonably withheld.

The Employer will grant a leave of absence without pay or benefits (other than pension) to an eligible employee to serve in a full-time elected or appointed position with the National or a Local Union. Such leave shall be requested by the Union, in writing, with as much advance notice as possible, shall be for a period of up to three (3) years, and may be extended upon request from year to year thereafter. Any member of the bargaining unit who is granted such leave of absence will be credited with the lost hours for pension purposes as though they were at work. The Employer shall continue to pay applicable premiums on behalf of the employee on leave and the Local or National Union shall reimburse the Employer for such premiums as soon as practicably possible, following receipt of a bill from the Employer.

(c) **Bereavement leave of absence**

For the purpose of this clause, an immediate relative shall be defined as follows: Spouse, parent, step parent, grandparent, child, step child, grandchild, brother, step brother, half brother, sister, step sister, half sister, current spouse's parent, current spouse's step parent, current spouse's grandparent, son's current spouse, daughter's current spouse, brother-in-law, sister-in-law. For the purpose of the present clause, spouse includes a same-sex spouse, which is a person who has been residing with the PSO in a conjugal relationship, for a continuous period of at least one year, and has been publicly represented by the PSO as the PSO's spouse.

Where a seniority employee is absent from work on a regular work day and loses pay to attend a funeral or memorial service, as the case may be, for an immediate relative, he or she shall be reimbursed at his or her regular rate of pay for that work day. The employee will, on request, be excused with pay for the first three (3) working days if the service is held within the Province of Ontario and up to five (5) working days if out of Province as a result of the death of any immediate relative. Where a seniority employee is absent from work on a regular work day and loses pay to attend a funeral for his/her spouse, child, parent, brother or sister, the employee will be excused with pay for one additional working day subject to the service being held within the Province of Ontario. Where a seniority employee loses an immediate relative and the funeral occurs outside the country, the

requirement to attend the relative's funeral shall be waived for the purposes of the entitlements contained herein.

Where a seniority employee is absent from work on a regular work day and loses pay to attend a funeral or memorial service, as the case may be, for his/her aunt or uncle, nieces or nephews, he or she shall be reimbursed at his or her regular rate of pay for that work day.

Provisions of this article shall not apply to employees receiving other Employer benefits such as vacation pay, sickness and accident payments or on an authorized leave of absence without pay for any reason. An employee will not be entitled to receive under this Article bereavement pay in respect of a day for which he or she is receiving holiday pay. However, an employee will be excused from work and be eligible for pay for any three (3) or four (4) (in the case of loss of an employee's spouse, child, parent, brother or sister only) normally scheduled working days within the ten (10) calendar day period immediately following the death of a member of the employee's immediate family as defined, provided the absence is related to the family member's death and the employee attends the funeral.

In addition to the above, the Employer may require from the employee proof of his or her attendance at such funeral or memorial service, as the case may be, or death out of country where the employee cannot attend a funeral before it reimburses him or her hereunder.

(d) **Leave of absence for jury duty**

Where an employee is called to and reports for jury duty, or is called to testify as a subpoenaed witness by the Employer or its client, to testify in connection with incidents that occurred during the course of the employee's employment with the Employer or is called to testify by the Crown as a witness in any proceeding, the employee shall be paid the difference between the pay received for such duty or testimony and the pay that would have been received at the employee's normally scheduled work day at the regular rate for time lost. Seniority and pension rights will continue to accumulate during an absence of this nature, where applicable. Where an employee is summoned for jury duty selection, the employee otherwise scheduled for midnight shift will choose the shift prior to or after the said leave.

(e) **Educational leave of absence**

If required by the employer, an eligible employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the employer to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the employer.

(9) **Maternity, parental, emergency, compassionate and/or adoption leave**

In accordance with applicable legislation.

(g) **Sick Leave**

- (i) The Employer will grant in writing a leave of absence without pay for legitimate cases of illness or accident. The Employer may grant leaves of absence for the purpose of rehabilitation for employees affected by illness caused by alcoholism or drug addiction. The Employer may require the employee to furnish a doctor's certificate.
- (ii) In lieu of paid sick leave, the Employer will pay at the end of the next payroll period following ratification, April 1, 2007 and April 1, 2008, to each PSO an amount equal to forty-eight (48) hours straight time wages (calculated at the wage rate in effect on the day the payment is to be made). Such payment shall be made by separate cheque deposit. On any of the first three (3) days that a PSO is absent due to a legitimate case of illness, the PSO may elect to claim compensation for the unpaid day(s) of absence by utilizing vacation, F.H., lieu or banked time.
- (iii) Securitas will advance pay of any employee who is a claimant for S&A payments up to a maximum period of 4 weeks from the date the employee goes off work. If the employee is approved by insurance carrier for S&A, employee will promptly pay back to Securitas any amounts received from insurance carrier for overlapping period. In the event that the insurance carrier does not approve S&A claim, monies advanced by Securitas to the employee becomes a debt that is due and owing to Securitas which will be recovered by way of a reasonable set off against future wages paid. Set off amounts not to exceed 20% in any given pay period and no interest to be charged on amounts owing. In the event that a claim is in the appeal process, repayment of advanced monies will not commence until the appeal process has been finalized.

(h) **Paid Education Leave**

An eligible employee shall be entitled to a leave of absence without pay and without **loss** of seniority for the purpose of attending the paid education program sponsored by the Union.

SECTION XVII
UNION BULLETIN BOARDS

(97) The Employer will use its best efforts with GMCL to see that a Bulletin Board will be provided in the squad room which may be used by the Union for posting notices which are approved by Management and restricted to:

- (1) Notices of Union recreational and social affairs.
- (2) Notices of Union elections and nomination sheets for unit officer elections.
- (3) Notices of Union appointments and results of Union elections.
- (4) Notices of Union meetings.
- (5) Notices concerning bonafide Union activities such as: Cooperatives, Credit Unions, and Unemployment Compensation information.
- (6) Other notices concerning Union affairs which are not political or controversial in nature.

There shall not be other general distribution or posting of any kind of literature upon the client's property other than **as** herein provided.

SECTION XVIII

UNIFORMS

- (98) The Employer will prescribe all items of uniform and equipment, and will furnish and maintain all items of uniform and equipment, except socks and underwear. No item of uniform or equipment supplied by the Employer may be removed from the premises, except with the approval of the local management. The Employer will provide the following items of uniform at all locations.

UNIFORM ORDERING PROCESS

PSO Entitlement: Year one: \$ 700.00 Year two: \$ 600.00 Year three: \$ 500.00

SSO Entitlement: Year one: \$ 600.00 Year two: \$ 400.00 Year three: \$ 400.00

Item	Price	Quantity	Year One Cost	Year Two Cost	Year Three Cost	
Shirt	29.00					
Pants &/or Shorts	52.00					
Coverall	48.00					
Parka/2/1	195.00					
Raincoat	115.00					
Gloves	12.00					
Belt	40.00					
Key Ring Holder	7.00					
Toque	5.00					
Winter Head Gear	30.00					
Sweater	45.00					
Sweater w lining	118.00					
Dickey	10.00					
Rain Pants	80.00					
Summer hat	100.00					
Spring jacket	118.00					
Black CSA approved boot/shoe	No set limit	*within yearly	* threshold	*	*	
Canvas Logo Bag	30.00					
Total PSO			<700	<600	<500	<1800
Total SSO			<600	<400	<400	<1400

Note: Add Six (6) Parkas per Agreement for St. Catherines.
 Jacket, parka, summer hat, and raincoat are a once per three year issue.
 Officers may order any quantity of any item but must stay within the yearly threshold.
 The Company reserves the right to require the return all uniforms upon cessation of employment.
 The yearly issue date shall be October 1 of each year. Any unused portion up to 50% of allotted yearly amount may be carried forward to the next year.

- (99) No uniform or parts of uniform equipment, badge, button, or insignia other than that prescribed by the Employer may be worn while on duty.

The Employer confirms that the uniforms are not a taxable benefit for employees, and that if it is subsequently determined these are a taxable benefit, the Employer confirms that it will absorb any extra costs.

SECTION XIX

EMPLOYEE ACCESS

(100) Personnel Files

An employee shall be granted access to his/her personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union representative, without pay.

(101) Report on Physical Examination

A report of physical examination and any laboratory tests made by physicians acting for the Employer will be given to the personal physician of the individual employee involved upon the written request of the employee.

SECTION XX

LEGAL PROTECTION

- (102) A PSO or SSO 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/her duties shall be indemnified by the Employer for the necessary and reasonable costs incurred in the defence of such charges.
- (103) Notwithstanding paragraph 102, the Employer may pay the necessary legal costs of a PSO or SSO pleading guilty to or being found guilty of an offence described in paragraph 102, where the Court, instead of convicting the accused, grants him/her an absolute discharge.
- (104) Notwithstanding paragraph 102, the Employer may refuse payment otherwise required by paragraph 102, where the actions of a PSO or SSO from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his/her powers as a security officer.
- (105) Where a PSO or SSO is a defendant in a civil action for damages for acts done in the attempted performance in good faith of his/her duties, the PSO or SSO shall be indemnified by the Employer for the necessary and reasonable costs incurred in the defence of such an action.
- (106) A PSO or SSO wishing to retain a particular lawyer to represent him/her and wishing to be indemnified pursuant to this section, 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 unreasonably withheld; and
 - (b) if requested by the Employer, instruct the lawyer to render regular interim accounts as required.
- (107) For greater clarity, PSOs and SSOs shall not be indemnified for legal costs arising from:
- (a) grievances or complaints arising under this Collective Agreement; or
 - (b) actions or omissions of PSOs or SSOs acting in their capacity as private citizens.

- (108) An employee who **is** summonsed to testify in connection with civil or criminal proceedings (other than a grievance arbitration under the master or local collective **agreement(s)**) may request a copy of any incident report **he/she** has written that details events that are connected to the case in respect of which the employee has been summonsed. **As** soon **as** reasonably practicable following receipt of such a request, the Employer shall provide the employee with a copy of any such **report(s)** written by the employee.
- (109) Where an incident report written by an employee is relevant to the subject matter of any grievance a copy of it shall **be** provided to the committee person or chairperson handling such grievance, as soon as practicable following a request for it.
- (110) It is understood that all reports prepared by employees during the course and scope of their employment are the property of the Employer and may often contain information that is of a confidential nature. Individualsto whom copies of such reports are given will not disclose them to anyone other than those who may reasonably be required to have knowledge of them.

SECTION XXI

PROTECTIONS AVAILABLE IN CASES OF CLOSURE

- (111) A Closure for the purposes of this Section and of appendices "A", "B" and "C" to the Master Collective Agreement shall be defined as a total cessation by the Employer in providing all services at all G.M sites except in those situations where all the following apply:
- (a) services are continued by another security firm or by the client (hereinafter termed the "successor employer");
 - (b) the successor employer offers employment on the same terms and conditions as those offered by the Employer to all bargaining unit employees affected by the cessation;
 - (c) the successor employer voluntarily recognizes the Union as bargaining agent for all those engaged in the performance of security or protection functions at the site(s) formerly serviced by the Employer, recognizing the same bargaining unit or units at such site or sites as the Union represented at the Employer; and
 - (d) the successor employer agrees to be bound by the Master Collective Agreement and any applicable Local Agreements between the Employer and the Union for any bargaining unit or units in respect of which the voluntary recognition agreement applies.
- (112) Where a Closure occurs, any P.S.O. who is laid-off as a result of the Closure and not offered work by the successor employer on the terms listed in paragraph 115, below, will be offered a choice of one of the following options:
- (a) maintaining seniority rights under the Master Collective Agreement and Local Agreements;
 - (b) if entitled, opting to retire with a pension in accordance with the terms of any of Articles 3.02(a), (b) or (c) of the Securitas Retirement Plan for G.M. Site Employees (as amended from time to time) (hereinafter the "Pension Plan") (in which event a lesser amount of severance pay is payable, as detailed in paragraph 117, below);
 - (c) if entitled, opting to retire with a full pension under Article 3.01 of the Pension Plan (in which event no monies are payable, as detailed in paragraph 116, below); or
 - (d) receiving a severance payment under paragraph 117, below (which includes payments under Appendix "C" the Securitas Service Termination Plan for CAW Bargaining Unit Employees in Ontario (hereinafter called the "Service Termination Plan"). For greater clarity, a P.S.O. who received payments loses his/her seniority rights and resigns his/her employment with the Employer.
- (113) A P.S.O. shall make a selection of the above options within four (4) weeks of being advised by the Employer of the Closure.
- (114) The Employer shall provide to all P.S.O.s actively at work at the site(s) initially affected by the Closure, twelve (12) weeks notice of the Closure or, should such notice not be given, payment or a combination of payment and actual notice so as to be equivalent to twelve (12) weeks.

- (115)** A P.S.O. who is offered work by the successor employer on the terms listed below, shall have no entitlement to a severance payment under this Section (nor, in accordance with their terms, to any payments under Appendix "A", the Securitas Layoff Benefit Plan for C.A.W. Bargaining Unit Employees in Ontario (hereinafter the "Layoff Benefit Plan"), nor under Appendix "B", the Securitas Income Continuation Plan for C.A.W. Bargaining Unit Employees in Ontario (hereinafter the "Income Continuation Plan"), nor under the Service Termination Plan). The terms upon which the successor employer must offer employment in order for the provisions of this paragraph to apply are:
- (a) the successor employer offers the P.S.O. employment on the same terms and conditions as those offered by the Employer;
 - (b) the successor employer voluntarily recognizes the Union for those engaged in the performance of security or protection functions at the site(s) formerly serviced by the Employer; and
 - (c) the successor employer agrees to be bound by the Master Collective Agreement and any applicable Local Agreements between the Employer and the Union for any bargaining unit or units in respect of which the voluntary recognition agreement applies.
- (116)** A P.S.O. who is entitled to retirement under Article 3.01 of the Pension Plan with a full pension on Closure will have no entitlements to severance pay under this Section or to payments under the Service Termination Plan.
- (117)** Those P.S.O.s laid-off as a result of a Closure who are eligible and who opt to take a severance pay will be entitled to the following amounts, depending on their circumstances:
- (a) if the P.S.O. is not eligible to retire upon Closure with a pension under any of Articles 3.01 or 3.02(a), (b) or (c) of the Pension Plan, such P.S.O. is entitled to a payment equivalent to two (2) weeks Base Wages per year or part year of Service, less any severance amounts paid or payable under the *Employment Standards Act* and less, also, any amounts paid or payable under the Service Termination Plan. For greater certainty, however, if the P.S.O.'s entitlements under the Service Termination Plan exceed the P.S.O.'s entitlements to severance under this Section, the P.S.O. shall be entitled to the greater of the two amounts; or
 - (b) if the P.S.O. is eligible to retire upon Closure with an actuarially unreduced pension under any of Articles 3.02(a), (b) or (c) of the Pension Plan, such P.S.O. will be entitled to one (1) week's Base Wages per year or part year of Service, less any severance amounts paid or payable under the *Employment Standards Act*. Such P.S.O., however, is not entitled to any payments under either the Income Continuation Plan or the Service Termination Plan.
- (118)** A P.S.O. who, following Closure, opts to maintain his/her seniority rights under the Master Collective Agreement and Local Agreements, may be entitled to payments under the Layoff Benefit Plan, the Income Continuation and the Service Termination Plan as a result of the layoff occasioned by the Closure but has no entitlement to severance under this Section of the Master Collective Agreement
- (119)** The Employer will cooperate with P.S.O.s to effect the transfer of **all** or a portion of their severance monies to a registered retirement savings plan, in accordance with the provisions of applicable laws and regulations.

- (120) For P.S.O.s laid-off as a result of a Closure, the Employer will maintain health care benefits (excluding dental coverage) and group accidental death and dismemberment coverage and life insurance:
- (a) in the case of P.S.O.s with less than ten (10) years' seniority as of the date of the Layoff, for one (1) year from the date of Layoff; and
 - (b) in the case of P.S.O.s with more than ten (10) years' seniority as of the date of the Layoff, for a period of two (2) years from the date of the Layoff.
- (121) In all cases (including following a total or partial wind-up of the Pension Plan occasioned by a Closure), the Employer shall maintain or establish retiree benefit coverage for all retirees eligible for such coverage as at the date of Closure.
- (122) In the event a Closure causes a full or partial wind up of the Pension Plan, a PSO who is eligible to an early retirement under any of Articles 3.02(a), (b) or (c) of the Pension Plan but who chooses instead of retiring to take the commuted value of his/her pension, will be entitled to severance pay under this Section, insurance coverage, for either one or two years post-Closure, depending on the PSO's seniority, in accordance with paragraph 120, above. A PSO to whom this paragraph applies, however, is not entitled to payments under the Income Continuation Plan or the Service Termination Plan.
- (123) P.S.O.s absent on short or long-term disability at the time of Closure will be offered the option of either:
- (a) a continuation of disability benefits in accordance with applicable policies, in which event the P.S.O. will not be entitled to severance benefits under this Section nor to payments under the Income Continuation Plan or the Service Termination Plan by reason of the Closure; or
 - (b) one of the options detailed in paragraph 112 above. Should the P.S.O. elect this latter option s/he will be required to sign a waiver of disability benefits, which will have the effect of disentitling the P.S.O. to all further benefits payable by reason of disability.
- (124) A P.S.O. absent at the time of Closure and in receipt of temporary workers' compensation benefits will be offered one of the options detailed in paragraph 112, above, if and when the P.S.O. is medically able to return to his/her pre-accident occupation. In all other situations where a P.S.O. is absent from work at the date of Closure and in receipt of payments under the **Workers' Compensation Act**, there shall be no entitlement to severance pay by reason of the Closure nor to any payments under the Income Continuation Plan or the Service Termination Plan by reason of the Closure.
- (125) In the event of a Closure, the Employer will continue all benefits for those P.S.O.s absent on workers' compensation for one (1) year following the date of the accident giving rise to the absence and, thereafter, will continue health care benefits (excluding dental coverage) and group accidental death and dismemberment and life insurance coverage for either one (1) or two (2) years post Closure, depending on the P.S.O.'s seniority, in a fashion analogous to that detailed in paragraph 120, above, for active P.S.O.s.
- (126) All vacation pay owing will be paid as soon as practicable following Closure.
- (127) For the purposes of paragraphs 125 and 126, only, of this Section, Closure shall be deemed to occur the last day the majority of the P.S.O.s who worked at the site(s) affected by the Closure cease to do so.

- (128) Subsequent to a Closure, the Employer shall maintain all P.S.O. records as required by law and shall make available to any P.S.O. or former P.S.O. requesting a copy of any record pertaining to the P.S.O., a copy of such record within a reasonable period of time following a request.
- (129) To facilitate adjustment following the announcement of a Closure, a Labour-Management Adjustment Program will be implemented containing the following elements:
- (a) the Employer will participate in a Labour-Management Adjustment Committee which will seek financial assistance from the federal and provincial governments;
 - (b) every P.S.O. who is to be laid-off will receive a one hour individual needs assessment conducted on company time, and provided at the Employer's expense;
 - (c) the bargaining committee and the union representatives on the Adjustment Committee will be provided four (4) days of training on adjustment issues and processes as determined by the bargaining committee. The training will be conducted on company time and at the Employer's expense;
 - (d) the Employer will provide adequate release time to members of the Adjustment Committee to effectively perform their jobs;
 - (e) office space for an Action Centre equipped with computers, telephones, and other office machines will be provided by the Employer; and
 - (f) release time will be provided for a full-time union coordinator to staff the Action Centre, as well as the required secretarial support.
- (130) For the purpose of this Section:
- (a) "Service" means the unbroken combination of the following:
 - (i) unbroken service as a P.S.O. with G.M. (or any one of its subsidiaries) prior to October 30, 1993; and
 - (ii) unbroken service with the Employer as a P.S.O. after October 30, 1993;
 - (b) "Base Wages" means a P.S.O.'s regular base wage at the time of layoff but shall not include overtime, shift premiums, COLA or any other special payments, fees and allowances.

SECTION XXII

GENERAL

- (130)** All employees must notify the Employer of his or her present address and telephone number on the forms supplied by the Employer. The Employer can rely on such information for all notices required to be given to such employee.
- (131)** No provisions of this Agreement shall have any effect prior to the date thereof unless otherwise specifically stated herein.
- (132)** In the event of any conflict between the provisions of this Agreement and the provisions of any Agreement between the Employer and the Local Union, whether or not the National Union is a signatory or party to such Agreement, the provisions of this Agreement shall prevail. In addition in the event of any conflict between the provisions of this Agreement and a provision of an existing law at the time of signature of this Agreement, the provisions of such law and not of the Agreement shall be applicable to all affected employees. In no event shall an employee receive less than as provided by this Agreement.
- (133)** By agreement between the parties, special problems or areas of mutual concern will be discussed during the life of this Agreement. Amendments may be introduced to this Agreement by mutual consent and will carry the same weight as provisions previously agreed to by the parties at formal negotiation sessions.
- (134)** This agreement shall become effective on the first day following the date on which the Employer receives satisfactory notice from the Union that the Agreement has been ratified by the Union membership. This Agreement dated April 1, 2006 shall continue in full force and effect until 11:59 p.m., on March 31, 2009, when it shall automatically terminate.
- (135)** Simultaneously with the execution of this Agreement the Employer and the Local Unions have entered into the following identified Supplemental Agreements, each and all of which are made a part of this Agreement.
- (136)** The cost of printing and distributing this Collective Agreement shall be paid by the Employer. The Employer shall print this Collective Agreement on 8.5 X 11 paper and provide one copy to each employee, and any new hire, plus an additional 50 copies to the union.
- (137)** The Employer and the Union shall exchange, in writing, on or before February 15, 2009 the master and local proposals and demands with respect to the modification of those Agreements, and the proposals and demands with respect to any proposed new agreement to be entered into after termination of this Agreement on March 31, 2009. It is mutually agreed that any exchange of proposals and demands does not preclude changing or adding to such demands or proposals at a later date and in addition to such demands or proposals at a later date and that any such exchange shall not in any way affect the March 31, 2009 termination date of this Agreement.
- (138)** As soon as practicable following an employee becoming a member of one of the bargaining units in respect of which the Union possesses bargaining rights, the Employer will provide to the Local Union the employee's name, address and the date the employee became a member of such bargaining unit.
- (139)** The Employer shall pay for all guard licensing fees and renewals for all employees.

- (140) Where an employee is required to work for four (4) hours or more of overtime before or after a normal scheduled shift, the Employer shall provide the employee with a non-taxable meal allowance of \$15.00 by way of payroll adjustment on the employee's next scheduled pay.
- (141) Each local chairperson shall be supplied with a local list of all hours worked by each individual SSO and or Float PSO after each pay period.
- (142) The Employer agrees that it will make an internet-access terminal available to members of the joint health and safety committee at each location during the monthly meetings.
- (143) The Employer agrees that it will reimburse the cost of hepatitis shots to any SSO who receives one.
- (144) The Employer agrees that no employee scheduled off on a weekend will be required to participate in training on a weekend, that there will be no **loss** of premium when training occurs on a dayshift and that training will be delivered in 40-hour blocks of time for those employees with less than 5 years service and 24 hour blocks of time for those employees with more than 5 years of service. The Employer agrees that the training will be site specific.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

CAW - CANADA
Local No. 195:
Local No. 199:
Local No. 1090:
Local No. 2163:

Securitas Canada Limited

NON-DISCRIMINATION IN EMPLOYMENT

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Operating as it does on a nationwide basis, the Employer offers employment opportunities to many people in many different locations throughout Canada.

The policy of the Employer is to extend these opportunities to qualified applicants and employees on a non-discriminatory basis and without regard to an individual's age, race, colour, sex, creed, national origin, handicap or other such factors as set forth in applicable Human Rights Law.

Hiring and employment practices and procedures implementing this policy are the responsibility of the Employer. Likewise, the responsibility for decisions as to who is to be hired, or who is best qualified for particular employment, rest with the Employer. However, these practices, procedures and decisions are to be, at all times, in conformity with the Employer's policy of non-discrimination.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

EMPLOYEES WORKING LESS THAN TWENTY-FOUR (24) HOURS PER WEEK

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the current negotiations, the Union expressed concern regarding the status of employees working less than twenty-four (24) hours per week.

The Employer responded to the concern of the Union by stating that employees working less than twenty-four (24) hours per week would be considered as Supplemental Security Officers (SSO) and subject to the conditions outlined in the Guidelines.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

STATEMENT OF HUMAN RIGHTS

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the current negotiations the Employer and the Union expressed a common desire to work jointly towards ensuring that the concept of equal opportunity in the workplace was maintained. It was agreed that fostering an environment where all individuals interface with mutual respect for the right of all co-workers was in the best interest of both Parties to ensure a continuation of this important principle.

Furthermore, the Employer and the Union reaffirmed their commitment to jointly address Human Rights complaints. The Parties agreed that the most effective way of handling Human Rights complaints was to work cooperatively and expeditiously in an attempt to resolve such complaints to the satisfaction of those individuals involved.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

FUNDS

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the life of this Agreement, and commencing May 28, 1997, the Employer agrees to contribute bi-weekly the following amount to the following funds:

Justice Fund: one cent for each straight time hour worked by a PSO seniority employee;

Paid Education Leave: four cents for each straight time hour worked by a PSO seniority employee and SSO;

Legal: ten cents for each straight time hour worked by a PSO seniority employee. The Employer Agrees to make a one-time payment of \$15,000.00 in the event that the Legal Fund becomes depleted over the course of the Agreement.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

RECORD STORAGE FOR CHAIRPERSON

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the course of the current negotiations, the Union cited the problem the Chairperson of the Committee has relative to keeping necessary records and preparing written materials.

To meet this problem, the employer will furnish at each location a file or a cabinet which will provide the Chairperson of the Committee a place to store records in an appropriate location.

An appropriate location necessarily depends on the existing availability of space and requirements of GMCL. Subject to GMCL making space available the employer will take account of the need for privacy and ability to perform legitimate functions without constant interruption. When it is necessary for the Chairperson of the Committee to conduct private conversations in the performance of their functions, Local Management will make an effort to provide an appropriate private location.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

CLOSED CIRCUIT TELEVISION SURVEILLANCE

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

As long as and insofar as closed circuit television surveillance is performed by the Employer on site for the purpose of monitoring, at their request, GMCL property and employee parking lots, the monitoring on site of such closed circuit televisions is to that extent the responsibility of the Bargaining Unit employees.

This commitment in no way restricts the right of Supervisory Personnel or other non-Bargaining Unit employees to simultaneously view the monitors or, in emergency or unusual circumstances, to solely view the monitors.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

TRAINING REVIEW COMMITTEE

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the current negotiations the parties discussed the subject of industrial plant security training at the General Motors of Canada sites serviced by the Employer. The Union reiterated the need for training employees in areas associated with their functions. In response to the Union's statement, the Employer reaffirmed its responsibility for design and implementation of training programs and its continuing interest in the training of employees to enable them to perform more effectively their industrial security functions.

The Employer stated also that the current training programs are not the same at all locations but may vary depending on the size, location, type of facility and the nature of the security problems which are being experienced at some locations.

In an effort to better understand the current training programs and afford Union representatives an opportunity for input on these programs, the parties have agreed to continue on with the Training Review Committee following the ratification of this Agreement. This Committee will be comprised of two (2) management representatives, appointed by senior management of the Employer, and two (2) Union representatives, each of whom must be an employee, appointed by the National Union. In the event a Committee member resigns from membership on the Committee or is no longer able to so participate, the Employer or the Union, as the case may be, shall appoint a replacement as soon as practicable. The Committee will be responsible to review current training programs at each location, with the intent that the management training programs would improve the performance of employees. The Employer shall implement any recommendations jointly endorsed by the Union and management members of the Committee. The members of the Committee shall meet annually during the month of October at a date to be set by the Employer.

Each location shall submit to the Committee a schedule of each location's training requirements which specifies the type of training and number of hours scheduled within 90 days of ratification by the Union of the Collective Agreement.

It is understood between the parties that the establishment of this Training Review Committee will not preclude current local training programs.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

INSPECTION OF LOCKERS

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

The Employer will introduce a procedure for the inspection of employees' lockers based on the current procedure and which will provide for the following:

- 1) A reasonable cause.
- 2) Prior notification of the employee if possible and practical.
- 3) A Union representative to be present if he/she so desires.
- 4) Presence of the Employee if the employee is on the premises and it is reasonable and practical to do so.
- 5) Repair or replacement of any damaged locks at the expense of the employer.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

HOLIDAY PAY - DISCIPLINARY ACTION

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

An employee who is disciplined by the employer on a day to which he would be entitled to holiday pay shall not lose the holiday pay to which he/she would otherwise be entitled.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

MEMORANDUM OF UNDERSTANDING CONCERNING SENIORITY

For the purpose of calculating the seniority of the regular full-time employees (PSO) who transitioned from GMCL to Securitas, it is agreed that the seniority they acquired with GMCL as at October 29, 1993 shall be included in the calculation of their seniority with Securitas.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

SUBSTANCE ABUSE

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During negotiations the parties confirmed their joint conviction that it is important to provide assistance to employees afflicted with drug and alcohol dependence in order to find ways to motivate them to recognize their problems and seek such assistance as may be appropriate. The parties also confirmed their intention to co-operate to encourage employees to obtain such assistance. Employees who are medically required to take time off from work to participate in drug or alcohol rehabilitation programs may be entitled to sickness and accident and/or health care benefits in accordance with applicable insurance policies or benefit programs.

Andy Hiddink
General Manager
Securitas Canada Limited

**MEMORANDUM OF UNDERSTANDING ON
FULL TIME EMPLOYMENT**

It is the intention of the employer to employ regular full-time PSOs when the known requirements of our clients are such as to reasonably allow us to regularly schedule those hours to be worked on an acceptable regular, recurring, predictable and consistent shift basis by a regular full-time employee. The local Union will cooperate with the employer's efforts.

For the purposes of determining whether or not full-time employment should be created, the Employer shall regularly look at the total hours previously and currently being worked by SSOs, along with the estimated future SSO hours to be worked and the expected duration of said future hours to be worked. Where full-time hours are expected to continue for a prolonged period of time of at least 6 months, and where it is operationally feasible for the Employer subject to scheduling and client requirements, the Employer will create full-time employment by promoting SSOs to PSOs in accordance with the SSOs' date of hire. Where one or more SSOs' date of hire is the same, the Employer shall promote in alphabetical order by surname first and first name last.

Any claim by the union that excessive hours are being worked by part-time employees will be a matter for discussion between the local parties. Where the local parties are unable to resolve their differences regarding whether or not full-time employment exists, the National Union CAW and the General Manager Securitas Canada Limited or his/her designate shall set up a labour-management meeting to discuss. The purposes of these discussions would be to ensure that the above conditions are being met.

It is understood that while the Employer's intention is to create full-time employment wherever possible, it cannot guarantee hours, shifts or assignments to certain PSOs ("Floaters") whose primary purpose is to work hours that become available as a result of absence, special client requirements and the like. That being said however, the Employer shall make every reasonable effort to schedule such PSOs on a full-time basis, subject to operational requirements. It is further understood that PSOs must be available to work full-time hours and cannot refuse assigned non-overtime hours without reasonable excuse. It is further understood that such PSOs shall not have regularly scheduled days off for the purposes of the overtime provisions contained in the collective agreement as these PSOs' schedules are not considered to be fixed.

It is understood that the terms of this letter are subject to the letters of understanding on staffing and temporary full time positions.

Following ratification, there shall be a labour-management meeting within three (3) months to discuss the application of the above.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

JOINT ANTI-HARASSMENT POLICY

1. General

Securitas Canada Limited (the Company) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.-Canada) ("C.A.W.") (also referred to as "The Union") are committed to providing a work environment in which all individuals are treated with respect and dignity.

Harassment in the workplace is unacceptable and will not be tolerated. It is also illegal. Securitas and the C.A.W. encourage reporting of all incidents of harassment, regardless of whom the offender may be.

2. Non-discrimination

- a) There shall be no discrimination, interference, restraint, or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate any employee of the Company and shall not on Company time or premises conduct unknown activities except as herein expressly provided.
- b) The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.
- c) Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This Letter of Understanding shall be interpreted in accordance with and subject to the provisions of the Code.
- d) Workplace harassment is defined as;

Harassment is defined as any "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Securitas Canada Limited, all employees are expected to treat others with courtesy and consideration to discourage harassment.

The workplace is defined as all company facilities and premises.

Workplace harassment includes, but is not limited to the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc. which cause awkwardness or embarrassment.
- Displaying visuals of sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting, or pinching.
- Unwanted sexual solicitation, physical contact or advances particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

- a) **Obligations of employees**
Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the Company and the Union as soon as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.
- b) **What harassment is not**
Properly discharged supervisory responsibilities including disciplinary action, or conduct, that does not interfere with a climate of understanding and respect for the dignity and work of Securitas Canada Limited employees are not considered harassment.

3. Complaint and Investigation Procedure

- a) If any employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment complaint between the bargaining unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint committee.

- b) **To ensure that all employees understand their rights and obligations under this Letter, the Company agrees to establish a joint committee at each client location identified at Section II, consisting of one (1) member of management and an alternate in the event that member is unavailable, and one (1) employee appointed by the Union, and an alternate in the event that member is unavailable.**

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint committee may, if he/she so wishes, have Union representation present during the interview. It is the intention of the Company and Union that, where practical, the joint investigation will begin within two (2) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint committee will be securely maintained in the offices of the Company and the Union.

Upon the completion of the joint investigation, the Joint committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the General Manager of the Division for the Company and the plant chairperson. If the members of the Joint committee do not agree, the report may reflect differences in the findings.

The General Manager of the Division of the Company and the plant chairperson will then attempt to agree on what action if any should be taken as a result of the complaint and the findings of the Joint committee. Any agree upon action will then be implemented.

If there is no such agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged, the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing in this Letter of Understanding prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

4. Training

A CAW instructor will teach the training for the joint anti-harassment policy to Management and Union representatives as a group in Oshawa. Training will be in a consecutive 3 day block as soon as practicable after ratification of the Collective Agreement and CAW Local committee elections. The Company will pay the cost of the CAW instructor and course materials. Pay continuity will apply to Union members to attend the training and will have their hotel and CAW per diem rates covered by the Company. It is further agreed that for the Oshawa CAW local, four **(4)** members if the local union committee will attend the training.

JOINT HEALTH AND SAFETY POLICY

General

1. The Employer recognizes its obligation to provide a safe and healthful working environment for employees. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.
2. The parties recognize the sensitivity of keeping information obtained as a Joint Committee member confidential. To this end, the parties agree that such information shall be utilized for resolving safety concerns at the workplace. Unless otherwise required by law, confidential information obtained by Joint Committee members shall not be disclosed to third parties (i.e. to anyone other than members, employees or professional advisors of the Union or employees or professional advisors of the Employer), except following review of the issue by a representative of the National Union and the General Manager of the Employer (or their designate(s)), who shall review the matter to attempt to agree upon the manner (if any), in which such information may be disclosed. Confidential information means information regarding particular circumstances at a client's premises, from which the client's identity may be determined, or any other information which is considered confidential in the ordinary course of business.
3. A workplace, as used in this policy means the physical area as designated by the Employer's client to which a worker is regularly assigned by the Employer and whereby such physical area forms part of the worker's regular daily or weekly work routine. Such workplace shall neither include areas where workers are not required to attend nor shall it include areas where workers are required to attend on a random, ad hoc or emergency basis, other than in the normal course of their regular activities.

Joint Health and Safety Committees

4. There shall be a Joint Health and Safety Committee (the "Joint Committee") for each Bargaining Unit.
5. Each Joint Committee shall consist of two members with the exception of the Oshawa South and St. Catharines locations where there shall be four (4) members. There shall be an equal number of members representing workers ("worker member(s)") and representing the Employer ("Securitas member(s)") on each Joint Committee. All members shall be actively employed. Worker members shall be appointed or elected by the Union and Securitas members shall be appointed by the Employer.
6. There shall be two (2) Co-Chairpersons on each Joint Committee, one (1) from among the Securitas members and one (1) from among the worker members, who shall alternate the chair at meetings.
7. The worker member(s) will be granted reasonable, necessary time to attend to their health and safety duties and responsibilities as required by law or this policy.
8. Each member of the Joint Committee shall receive Category III Core and Sector specific Certification Training or its equivalent at the expense of the Employer. Such training shall be given within three (3) months of the member's appointment, unless space is not available in a suitable course in the vicinity where the member resides, in which event such training shall be given when the first such space becomes available. Any other training requirements for worker members and other bargaining unit employees will be reviewed by the Joint Training Review Committee.

9. Names of the Joint Committee members shall be posted in one or more conspicuous locations at each Bargaining Unit.
10. The Joint Committee shall meet at least once each month or more regularly, at a mutually agreeable time and place to review health and safety conditions within the workplace and make such recommendations in this regard as they deem necessary or desirable. The Joint Committee shall be responsible for ensuring that the minutes of these meetings are posted in the workplace.
11. The Joint Committee shall investigate promptly major accidents or injuries as defined by the Joint Committee. The Joint Committee shall receive prompt notification of any employee fatalities or critical injuries resulting from work-related accidents to any security officer. When such events occur, the Employer will endeavour to notify and inform a worker member of the facts, and arrange for a worker member to enter the site and investigate such events.
12. The Joint Committee shall recommend to the Employer measures required to attain compliance with appropriate laws or which will correct hazardous conditions.
13. The Joint Committee shall keep records of all types of inspections and work refusals.
14. The Joint Committee shall review reports of investigations or inspections and any remedial action taken and any other matters pertinent to health and safety of security officers.
15. The Joint Committee shall have access to and promptly receive copies of all health and safety related reports, records and documents in the Employer's possession pertaining to the workplace, as required by law.

The Right to Refuse

16. Should an employee refuse to work pursuant to his/her right under the *Occupational Health and Safety Act*, in effect on June 1, 1996, the employee shall first notify his/her supervisor, wherever possible, who shall then notify a worker member. The worker will stand by in a safe place and participate fully in the investigation of the alleged hazard. The results of the investigation of the supervisor and any worker member shall be revealed to the employee.
17. Nothing herein shall be construed to restrict any employee's right to refuse to work or to do particular work where the employee has reason to believe that the employee's health and safety is in danger under sections 43 to 50 inclusive of Parts 5 and 6 of the Ontario Occupational Health and Safety Act in effect on June 1, 1996. In addition, the Company agrees that its duties and responsibilities towards the union and bargaining unit employees under Part 2 (S. 8 to 11 inclusive) and Parts 3, 4 and 7 of such Act as of the date of June 1, 1996, shall be minimum standards incorporated under the Master Agreement.
18. Notwithstanding this Agreement, the parties understand that should changes to the legislation occur and/or the Provincial Government announces support for the subject legislation change to render inoperative the rights expressed in the previous paragraph, a mechanism will have to be determined to maintain the functional dimension of these rights.
19. Consequently, at such time as the Union or the Employer has a reasonable concern that legislation could be passed which so affects an employee's right to refuse unsafe work, an officer of the National Union and the General Manager or their designate(s) shall meet within ten (10) days of notice of a written request to meet or such longer time as may be mutually agreed to. The parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner.

No Disciplinary Action

20. No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the *Occupational Health and Safety Act*, or its regulations.

Right to Accompany Inspectors

21. One worker member shall be allowed to accompany inspectors of the Health and Safety Branch of the Ministry of Labour on inspection tours of the workplace.

National Day of Mourning

22. Unless an emergency warrants otherwise, each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the **job**.

Protective Clothing and Equipment

23. Employees whose work requires them to wear protective devices shall be provided with all necessary tools, equipment and protective clothing, including, but not limited to specialized protective clothing required by the Employer for a specific operation.
24. The Employer will issue to every employee 6005PF Nitrile gloves or their equivalent, as required.
25. The Employer will supply every employee with Laerdal pocket mask, or its equivalent.

General

26. The Employer shall allow the Union's designate to provide its own health and safety orientation to new hires at a time mutually agreeable to the parties. Such orientation shall not exceed a half hour.

Heat Stress Program

27. The committee will monitor heat stress conditions inside and outside the workplace.
28. When suspected heat stress conditions prevail, the committee will investigate and evaluate the heat and ergonomic conditions and decide on a plan of action which the Company shall follow.
29. The Company agrees that for the purposes of developing a plan of action as set out in (28) it will be bound by the humidex heat stress table of the Occupational Health Clinics for Ontario Workers Inc.

APPLICATION OF SECTION III(6) OF THE COLLECTIVE AGREEMENT

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

This will confirm our joint understanding arrived at during negotiations as concerns the way in which Section III **(6)** of the Collective Agreement is to be applied.

In this regard, it is recognized that the Employer will make a *bona fide* pre-estimate of the required duration of work and will not artificially inflate the duration of the requirement to avoid offering overtime opportunities to PSOs. Conversely, it is recognized that there may well be situations where the Employer in good faith estimates the required duration of work as exceeding four (4) hours, but the work is actually accomplished in less time than that. In this circumstance (and where the work actually takes more than four **(4)** hours), an SSO may be utilized.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
For the Union

LETTER OF UNDERSTANDING REGARDING FOUNDRY CREDITS

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the 1993 negotiations, the parties (the Employer, GM and the Union) agreed to continue the foundry credit provisions that were in effect at GM before Securitas acquired the GM security division. The provisions at GM allowed employees to acquire additional credited service for periods of employment at a foundry location.

The provisions for additional credited service are now prohibited by Revenue Canada. However, to be consistent with the intent of these provisions, it has been agreed that the employees should be compensated for the **loss** of these provisions. In other words, such employees should be entitled to the same benefits with respect to credited service and eligibility as if Revenue Canada did not prevent the accrual of this additional service.

To further clarify, eligibility for early retirement benefits, such as an enhanced immediate pension, the supplementary benefit and the special allowance, will be based upon service that includes these additional credits. However, if eligibility for any of these early retirement benefits was met by including these additional credits but would not be met if the additional credits were not included, the early retirement benefit(s) must be paid outside the pension fund.

The parties agreed that, at termination, retirement or death, the employees will receive a lump sum payment of the commuted value of the above-described additional benefits (due to additional service and/or eligibility) to the extent that these additional benefits cannot be paid from the pension fund. The commuted value shall be calculated on the basis specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans (effective September 1, 1993) or, if this is no longer in effect, the generally accepted actuarial practice applicable to the determination of commuted values at the calculation date. To the extent allowed by the Income Tax Act (Canada) and its Regulations, the lump sum will **be** paid as a retiring allowance which may allow for some or all to be deposited to a Registered Retirement Savings Plan or to a Registered Retirement Income Fund.

The Employer will only be responsible for the payment of the commuted value of the additional benefits that *is* applicable to the credited service since October 30, 1993 and that was accrued while a member of the Securitas Retirement Program for GM Site Employees.

If it is later determined that there are issues that need to be addressed with respect to this agreement, the parties will meet to determine a mutually satisfactory resolution.

Yours truly,

Jeff Stubbs
Vice-president of Finance
Securitas Canada Limited

Accepted and Approved:
Chris Hutnik
National Representative
CAW/TCA

OCCUPATIONALLY DISABLED PENSION BENEFIT

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Where an Employee retires with an Occupationally Disabled pension, the Employer agrees to pay the benefits that would be applicable if the Employee had retired with a Totally and Permanently Disabled pension. The Employer agrees to pay to such Employee, the amount of reduction applicable to the Occupational Disabled pension that would not be applicable to the Totally and Permanently Disabled pension, monthly as the payments come due. (These additional payments will be made from the general revenues of the Employer.) At the earlier of the Employee's normal retirement date and the date at which employment is severed, the Employer agrees to pay to such Employee in one lump sum payment the commuted value of the remaining required reduction amounts. The payment could be treated as a retiring allowance to the extent allowed under the Income Tax Act.

The determination of the commuted value will be made using the calculation basis specified in the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Pension Plans (September 1, 1993) or, if no longer in effect, the generally accepted actuarial practice in effect on the calculation date.

Notes:

It is not completely clear in the Income Tax Act, but it seems a retiring allowance cannot be paid until there is a **loss** of employment. Is the Employee terminated at start of disability? If not, the above amended version may be necessary to allow a retiring allowance.

Yours truly,

Jeff Stubbs
Vice-president of Finance
Securitas Canada Limited

DRY-CLEANING AT OSHAWA LOCATIONS

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

The Company shall assume all uniform dry-cleaning costs for employees working at all locations in accordance with the local agreements, and in the case of Oshawa, in accordance with the 1994 Oshawa local agreement.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

BANKED OVERTIME

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Where a PSO works overtime and chooses to bank such overtime hours worked, the Company will pay the PSO the applicable shift premium, if any, for the overtime hours worked on the next regular pay cheque as if the PSO had chosen not to bank said overtime. The banked overtime when taken will be paid out at the rate earned in all locations.

Yours very truly,

Andy Hiddink
General Manager
Securitas Canada Limited

GM RETIREMENT 3I

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

This will confirm that it is the **Employer's** understanding that at the time of retirement, ex-GM employees who are employed by the Employer will receive their GM retirement benefit based on the benefit rates in effect under the GM Retirement Program at the employee's retirement.

To the extent the Union deems it necessary the Employer will join the Union in requesting GM to confirm its intention to the Union in writing.

Yours very truly,

Jeff Stubbs
Vice-president of Finance
Securitas Canada Limited

SPA WEEK

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During the course of recent negotiations, the Union and the Employer mutually agreed to establish the provision of additional paid time off during the term of the next collective agreement, which will commence on April 1st, 2006, in the format of a "Special Paid Absence" for certain qualified employees represented by the Union.

The purpose of this correspondence will serve to set out the basic principles that have been set out by the parties in concept format in an attempt to format the SPA program.

The employer will provide all qualifying PSOs one week of Scheduled Paid Absences ("SPA Week") for each year between April 1, 2006 and March 31, 2009. For the purposes of this letter, a qualifying PSO ("PSO") is a PSO who will have at least one year of seniority as at April 1, 2006, April 1, 2007, or April 1, 2008, as applicable.

The parties agree that the key principles that will apply in the application of the SPA week are as follows:

- PSO's will choose their SPA Week in order of seniority by site. A SPA Week will effectively be limited to a block of 40 consecutively scheduled hours.
- Once a particular week is chosen at a particular site, it may not be chosen by another PSO.
- SPA Weeks will not be granted during the months of July and August.
- SPA Week elections will be submitted to the Employer in writing on or before May 1, 2006 for the SPA week for the first year of this Agreement, and March 1, 2007 and March 1, 2008 for the second and third years of this Agreement. Once an election is made, it cannot be changed or exchanged with another employee.
- In the event that a PSO is off work on approved short-term disability or WSIB during the SPA Week that was elected, the PSO may choose an available replacement week in the year in which the SPA week may be taken. If a PSO is on lay-off status during the SPA week that was elected, an equivalent amount will be paid out at that time subject to laid-off eligibility requirements.

Andy Hiddink
General Manager
Securitas Canada Limited

VIOLENCE AGAINST WOMEN

Mr. Chris Hutnik
National Representative
CAW/TCA Canada
2345 Central Avenue 2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

This will confirm that the parties recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the Employer to subvert the application of otherwise appropriate disciplinary measures.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

Mr. Chris Hutnik
National Representative
Canadian Auto Workers/TCA Canada
2345 Central Avenue
2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Re: Women's Advocate

The Employer and the Union agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about special resources in the community such as counsellors or women's shelters to assist them in dealing with these or other issues.

The parties agree to recognize Kathy Dickson who will serve in the role of the Women's Advocate during the life of the Master Agreement. Ms Dickson's role as Women's Advocate will cover all of the work locations covered by the Master Agreement. The Women's Advocate will participate in an annual two (2) day CAW training program for this activity. The Employer will be responsible for wages at the regular rate for the 2 day training, the training costs, the hotel accommodation and the Union will be responsible for *per diem* expenses and travel costs.

The Women's Advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality. The Woman's Advocate will develop appropriate communication to inform female employees about the advocacy role.

In demonstration of their mutual commitment to the role of the Women's Advocate, the Employer and the Union agree that the employer's representative will work closely with the Women's Advocate, while always maintaining respect for issues of confidentiality. The employer representative will attend training with the Union's Women's Advocate.

Yours truly,

Andy Hiddink
General Manager
Securitas Canada Limited

Mr. Chris Hutnik
National Representative
Canadian Auto Workers/TCA Canada
2345 Central Avenue
2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Re: Group RRSP

This is to confirm that during the course of negotiating the renewal Master Agreement (April 1, 2006 – March 31, 2009), the employer agreed to establish a group registered retirement savings plan (“Group RRSP”) into which employees will be entitled to contribute personal amounts in accordance with the rules of the Group RRSP and the provisions of the Income Tax Act.

Yours truly,

Andy Hiddink
General Manager
Securitas Canada Limited

Temporary full time position

To qualify the following must apply:

- 1) The position is to cover a PSO that is expected to return from an absence.
- 2) The highest SSO in seniority will be offered this position first.
- 3) This SSO temporarily promoted to a full time position will gain no seniority on the seniority list. Once promoted, all accumulated time as a temporary step up will be credited seniority and the temporary full time hours of service will be included in the calculation of the period of eligibility for welfare benefits.
- 4) These employees will receive the starting grid wage and continue up the grid until the employee returns from leave of absence.
- 5) These employees will be entitled to premiums plus COLA earned by a PSO excluding benefits.
- 6) These employees will be able to earn bank time and lieu days, however upon returning to original status all time will be cashed out.
- 7) These employees will be entitled to 4% vacation pay.
- 8) Upon return of the PSO from leave the replacement will return to a SSO position with original seniority status and receive SSO wages.

When temporary positions are open due to absent PSOs then the slot will be filled by the senior float PSO and they will follow the open rotation. No additional cost will occur because of the averaging of hours with 12 hour shifts.

Upon a PSO being laid off at any location they will have the right to step into these temporary positions and bump the stepped up SSO back down. The PSO that was laid off will maintain their current status and benefits. Upon return of the absent PSO the employee will then be laid off again.

At no time will the Employer go beyond one (1) year of any specific temporary full time position without the mutual agreement of the Employer and the Union, such agreement not to be unreasonably withheld.

When new positions are created, or someone is no longer an employee of the employer, then the opening shall be filled as per the rules of seniority, layoff, and the memorandum of understanding on full time employment and the letter of understanding on staffing.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

March 22, 2006

Mr. Chris Hutnik
National Representative
Canadian Auto Workers/TCA Canada
2345 Central Avenue
2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

Re: Critical Incident Debriefing

This will confirm that the parties recognize and share the concern for the need of critical incident debriefing after a critical incident has occurred in the workplace. Warren Shapell's Critical Incident Service (trauma response) is available on a 24-hour basis with a network of specially trained trauma counselors who respond immediately to critical incidents in the workplace who help restore workers and workplaces to normal functioning after any type of critical incident. Any event requiring response by the critical incident debriefing service provided will be brought promptly to the attention of the Site Supervisor who in turn will be responsible for contacting the service provider immediately.

Yours truly,

Andy Hiddink
General Manager
Securitas Canada Limited

LETTER OF UNDERSTANDING ON STAFFING

March 23, 2006

Mr. Chris Hutnik
National Representative
Canadian Auto Workers/TCA Canada
2345 Central Avenue
2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

During negotiations for the renewal of the collective agreement, the parties agreed to the following PSO staffing effective April 1, 2006 at the client locations as set out below;

Windsor	PSOs = 16,	Floater = 1
Woodstock	PSOs = 10,	Floater = 1
St Catharines	PSOs = 39,	Floater = 4
Oshawa	PSOs = 75,	Floater = 6

If there is a plant closure at St Catharines during this collective agreement the floater number will be reduced to three (3). It is further understood that the PSO numbers identified are subject to client requirements that may vary as the client dictates.

The company acknowledged during negotiations that where client requirements warrant an increase to the PSO numbers set out herein, the company will comply.

The parties confirm their mutual understanding that the number of floaters identified above will be maintained this agreement. Reductions in floats will occur when PSO's at identified sites leave the employ of the company. The parties agree that SSO will not be promoted to a floater position until the floater numbers reduce below the threshold identified above.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

March 24, 2006

Mr. Chris Hutnik
National Representative
Canadian Auto Workers/TCA Canada
2345 Central Avenue
2nd Floor
Windsor, Ontario
N8W 4J1

Dear Mr. Hutnik:

In our recent collective bargaining, the parties had an opportunity to consider and discuss the effect of the statutory elimination in Ontario of mandatory retirement at age 65.

The parties agreed that it is generally undesirable that persons employed as security officers continue to be so employed at or after age 65. The parties agreed that the physical demands and mental acuity required of security officers is generally inconsistent with age 65. The parties agreed therefore, consistent with the requirements of the Human Rights Code, that retirement of security officers at age 65 is a bona fide occupational requirement as that term is used in the Human Rights Code. In particular, the parties agreed that:

- The performance of the duties of a security officer requires a level of physical fitness and mental acuity which is inconsistent with age 65;
- The continuation of mandatory retirement at age 65 is based on honest and good faith belief that it is necessary to assure the continued physical fitness and mental acuity of security officers which is essential to the safe performance of their duties;
- The continuation of mandatory retirement is reasonably necessary to assure the continued physical fitness and mental acuity of security officers; and
- The parties further agreed that it would be impractical or impossible to assess individually the physical fitness and mental acuity of each security officer who has reached age 65.

Andy Hiddink
General Manager
Securitas Canada Limited

Chris Hutnik
National Representative
CAW/TCA Canada

Appendix A

**SECURITAS
LAYOFF BENEFIT PLAN
FOR CAW BARGAINING UNIT
EMPLOYEES IN ONTARIO**

(Effective • 1997)

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LAYOFF BENEFIT PLAN FOR CAW BARGAINING UNIT EMPLOYEES IN ONTARIO

ARTICLE I

ESTABLISHMENT OF THE PLAN

Securitas of Canada Limited, (hereinafter referred to as the “Employer”), establishes this Layoff Benefit Plan (hereinafter referred to as the “Plan”), for its Permanent Security Officers (hereinafter referred to as “P.S.O.s”) represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals **195, 199, 1090 and 2163** (hereinafter referred to as the “CAW”).

The purpose of the Plan shall be to provide for the payment of Layoff Benefits to eligible P.S.O.s who are laid off under specified circumstances and conditions, namely temporary stoppage of work, parental leave, adoption leave or training which has been approved by Human Resources Development Canada. Layoff Benefits paid under this Plan are intended to supplement Employment Insurance Benefits and not to replace or duplicate them.

The Plan replaces and supersedes any other layoff benefit plan established or offered by the Employer prior to the date of coming into force of the Plan (as defined in Article VIII) (including the General Motors Layoff Benefit Plan for Salaried and Non Represented Hourly Employees in Canada that the Employer had agreed to apply starting October **30, 1993**, as amended by the Employer from time to time (hereinafter referred to as the “GM Plan”)), subject to the following: the GM Plan will continue to apply to layoffs and maternity leaves that began prior to the date of coming into force of the Plan.

ARTICLE II

ELIGIBILITY FOR BENEFITS

Section 1. Eligibility

- (a) A P.S.O. at Work on or after the date of coming into force of this Plan and whose Layoff commences thereafter, who is on Layoff for at least one **(1)** full calendar week and who has one **(1)** or more years of Service as of the first day of Layoff shall be eligible for a Layoff Benefit for any semi-monthly period beginning on or after the date of coming into force of this Plan if, with respect to such semi-monthly period, the P.S.O.:
- (1) was on Layoff from the Employer for all or part of the semi-monthly period;
 - (2) has not refused recall to, or an offer of, other Suitable **Work** from the Employer;
 - (3) was not receiving any Employer sickness or accident benefits;
 - (4) is entitled to a Layoff Benefit payment pursuant to the provisions of Article IV of this Plan;
 - (5) has not accepted any payment under the Securitas Service Termination Plan for CAW Bargaining Unit Employees in Ontario (hereinafter referred to as the “Service Termination Plan”) or under section XXI of the Master Collective Agreement; and
 - (6) has submitted the applicable information statements in accordance with procedures established by the Employer.
- (b) Without restricting the generality of the foregoing and for greater clarity, a P.S.O. will be entitled to a Layoff Benefit only if the P.S.O. is either in receipt of Employment Insurance Benefits or would be entitled to receive such Employment Insurance Benefits but for one of the reasons listed in paragraph **(b)(2)** of section 2 of Article III.

- (c) If, with respect to some portion but not all of a semi-monthly period, a P.S.O. is ineligible for a Layoff Benefit by reason of receipt of Employer sickness and accident benefits as provided in paragraph (3) of subsection (a) of this section 1, the P.S.O. will be entitled to a reduced Layoff Benefit payment as provided in subsection (b) of section 1 of Article III.
- (d) Notwithstanding the definition of Service contained in section 2 of this Article II, for the purposes of initial entitlement only, all hours worked by a P.S.O. as an S.S.O. (as defined in Article VIII) for either the Employer or General Motors of Canada Limited (hereinafter referred to as "G.M.") prior to October 30, 1993 will be credited toward the one year threshold for initial entitlement provided that there is no break in service between service as an S.S.O. and as a P.S.O.

Section 2. Service

Subject to paragraph (d) of section 1 of this Article II, for purposes of this Plan, Service means the unbroken combination of the following:

- (1) unbroken service as a P.S.O. with G.M. (or any one of its subsidiaries) prior to October 30, 1993, provided that such service would have been taken into account for the purposes of the GM Plan; and
- (2) unbroken service with the Employer as a P.S.O. after October 30, 1993.

Section 3. Maternity Leave

A P.S.O. commencing a maternity leave on or after the date of coming into force of this Plan shall not, while on such leave, be deemed, for the purposes of this Plan, to be on Layoff and shall not be entitled to Layoff Benefits for such period of absence, but will be entitled to sickness and accident benefits in accordance with the terms of the applicable plan.

Section 4. Parental Leave and Adoption Leave

A P.S.O. (other than the natural mother) on parental leave shall, while on such leave, be deemed, for the purposes of this Plan, to be on Layoff and shall be entitled to Layoff Benefits for such period of absence in accordance with the provisions of the Plan and subject to the following:

- (1) the first week of leave will not be paid;
- (2) the second week (i.e., of the Employment Insurance wait period) will be paid under the Plan;
- (3) for the remaining ten weeks, the Plan will only top up Employment Insurance benefits in accordance with Articles III and IV.

Benefits shall be payable to the natural mother of a child, commencing at the start of her period of parental leave, for a period of up to ten weeks.

ARTICLE III

AMOUNT OF BENEFITS

Section 1. Layoff Benefits

- (a) The Layoff Benefit payable to an eligible P.S.O. at work on or after the date of the coming into force of this Plan for any semi-monthly pay period beginning thereafter, will be an amount which, when added to the P.S.O.'s Employment Insurance Benefit and Other Income for such period, will equal:

- (1) for each of the first twelve **(12)** semi-monthly periods of continuous Layoff for which a Layoff Benefit is calculated to be payable, 75% of the sum of the P.S.O.'s Monthly Regular Straight Time Wages, divided by **2**; and
- (2) for each of up to the next:
 - (i) twelve **(12)** semi-monthly periods (if the P.S.O. had less than ten **(10)** years Service as of the first day of Layoff), or
 - (ii) thirty-six **(36)** semi-monthly periods (if the P.S.O. has ten **(10)** or more years Service as of the first day of Layoff)

of such continuous Layoff for which a Layoff Benefit is calculated to be payable, 60% of the sum of the P.S.O.'s Monthly Regular Straight Time Wages, divided by **2**;

but in no event will a Layoff Benefit be payable for more than twenty-four (24) semi-monthly periods (forty-eight (48) semi-monthly periods for P.S.O.s with ten **(10)** or more years Service on the first day of Layoff) during any continuous Layoff.

- (b) An otherwise eligible P.S.O. entitled to a reduced Layoff Benefit, as provided in subsection (c) of section **1** of Article II, because of ineligibility by reason of receipt of Employer sickness and accident benefits for part of the semi-monthly period and who does not receive any pay from the Employer for part of the semi-monthly period, will be entitled to a Benefit payment calculated as follows:
 - (1) determine the amount of the applicable Benefit level for the semi-monthly period as provided under paragraphs **(1)** and **(2)** of subsection (a) of this section **1** (75% or 60% of Monthly Regular Straight Time Wages, divided by 2);
 - (2) reduce the amount obtained under **(1)** above by an amount obtained by multiplying such Benefit level by a fraction, the numerator of which will be the number of calendar days in the semi-monthly period for which

the P.S.O. is ineligible for a Layoff Benefit by reason of receipt of Employer sickness and accident benefits and without receipt of any Employer pay, and the denominator of which will be the total number of calendar days in the full semi-monthly period;

- (3) subtract from the reduced Benefit level (determined under paragraph (2) above) the amount of the P.S.O.'s Employment Insurance Benefit and Other Income for the full semi-monthly period, but excluding the amount of any salary continuation applicable to the days for which the P.S.O. is ineligible for a Layoff Benefit by reason of receipt of Employer sickness and accident benefits (paragraph (3) of subsection (a) of section 1 of Article II). Any remaining amount will be payable as the reduced Layoff Benefit.

Section 2. Employment Insurance Benefits and Other Income

- (a) A P.S.O.'s Employment Insurance Benefits and Other Income for any semi-monthly period will be the sum of:
 - (1) the amount of any Employment Insurance Benefits and/or any disability benefit or payment (except Employer sickness and accident benefits and disability benefits or payments payable) received or receivable by the P.S.O. for all or part of the semi-monthly period; plus
 - (2) the gross amount of any pay received or receivable by the P.S.O. from the Employer (including the amount of any Employer pay applicable to a period for which Suitable **Work** was made available to the P.S.O. but was not worked for all or part of the semi-monthly period (excluding any pay in lieu of vacation); plus

- (3) the gross amount of any earnings received or receivable by the P.S.O. from other employers **for** any services rendered (including, for example, the gross amount of any military, jury duty or court pay payable by federal, provincial or any other level of government) or net earnings from self-employment, for all or part of the semi-monthly period, in excess of 25% of such earnings; plus
 - (4) the amount of any employment benefits or payments received or to which the P.S.O. would be entitled if the P.S.O. filed an application for all or part of the semi-monthly period under any “SUB” or “ISP” plan of the Employer or under any other similar type Employer plan or program to which the Employer has contributed, as determined by the Employer.
- (b) For purposes of paragraph (1) of subsection (a) of this section 2, the amount of Employment Insurance Benefit applicable to any semi-monthly pay period shall be:
- (1) the amount of Employment Insurance Benefit received by the P.S.O.; or
 - (2) if no Employment Insurance Benefit is received, the estimated amount which the P.S.O. would have received if the P.S.O. had not been denied an Employment Insurance Benefit other than **for** one or more of the following reasons:
 - (i) the P.S.O. is serving the waiting period ;
 - (ii) the P.S.O. has insufficient hours of insurable employment to qualify for Employment Insurance Benefits ;
 - (iii) the P.S.O. has exhausted his/her Employment Insurance Benefit entitlement ; or
 - (iv) any other reason or reasons where it is determined that, under the circumstances and with the concurrence of the Human Resources Development Canada, it would be contrary to the intent of the Plan and Human Resources Development Canada policy to make a deduction for an Employment Insurance Benefit in the calculation of the P.S.O. Layoff Benefit for the semi-monthly pay period.

Section 3. Adjustment of Layoff Benefit

The amount of a Layoff Benefit paid for a semi-monthly period will be adjusted if, with respect to all or part of the semi-monthly period for which it was paid:

- (a) the Employment Insurance Benefit actually received by the P.S.O. was for less, or more, than the amount used in the initial calculation of the Layoff Benefit: or
- (b) earnings from the Employer, another employer or self-employment were received or receivable; or
- (c) any Employment benefit or payment received by the P.S.O. under any "SUB" or "ISP" plan of the Employer or under any other similar type Employer plan or program to which the Employer has contributed, was for less, or more, than the amount used in the initial calculation of the Layoff Benefit; or the P.S.O. was subsequently denied such Employment benefit or payment.

Any adjustment will be made promptly.

Section 4. Overpayments

- (a) If the Employer determines that any amount paid under the Plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent amount payable under the Plan.
- (b) If an amount of any overpayment remains to be collected, or is initially determined to exist, subsequent to the period of Layoff involved, written notice of the amount of such overpayment will be mailed to the P.S.O. If the P.S.O. shall fail to return such amount of overpayment promptly, the amount of such overpayment shall be recovered by making a deduction from any future monies payable by the Employer to the P.S.O.

Section 5. Layoff Status Applicable to Part of Semi-Monthly Period

If an otherwise eligible P.S.O. is on Layoff during only part of a semi-monthly period, the applicable Layoff Benefit amount will be calculated for the full semi-monthly period, including reduction by the amount of the P.S.O.'s Employment Insurance Benefit and Other Income applicable to the full semi-monthly period (subject to the reduced Benefit Payment provisions of subsection (c) of section 1 of Article II, if applicable).

Section 6. Withholding Tax

The Employer shall deduct from any amount paid under the Plan the amount required to be withheld by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government or agency thereof. In determining the amount of any applicable tax entailing personal exemptions, the Employer shall be entitled to rely on the official form filed by the P.S.O. with the Employer for purposes of income tax withholding on regular wages.

ARTICLE IV

DURATION OF LAYOFF BENEFITS

Section 1. Duration for Initial Layoff Under Plan

- (a) An eligible P.S.O. at **Work** on or after the date of the coming into force of this Plan and initially laid off after such date with less than ten (10) years of Service (as defined under Article II, section 2 of this Plan) as of the first day of qualified Layoff, will be entitled to receive Layoff Benefits for one (1) semi-monthly period of Layoff for each two (2) full months of Service until the attainment of eighteen (18) months of Service, and to two (2) semi-monthly **periods** of Layoff for each two (2) full months of Service after the attainment of eighteen (18) months of Service, up to a maximum entitlement of Layoff Benefits for twenty-four (24) semi-monthly periods of Layoff.

- (b) An eligible P.S.O. with ten (10) or more years of Service as of the first day of the initial Layoff after such date, will be entitled to receive Layoff Benefits for a maximum of forty-eight **(48)** semi-monthly periods of Layoff.
- (c) Subject to the exception in paragraph (a) of section 1 of Article II (as concerns initial entitlement only), for purposes of determining Layoff Benefit entitlement under this Plan, qualified service shall consist of the following:
 - (1) periods of active service as a P.S.O. with the Employer or G.M. (any month for which pay, excluding any salary continuation payments, is received from the Employer); and
 - (2) any period of absence from work in the position of a P.S.O. with the Employer or G.M. because of occupational injury or disease incurred in the course of Employer employment and for which the P.S.O. received Workers' Compensation while on an approved leave of absence.
- (d) A P.S.O. will not be entitled to a Layoff Benefit for any semi-monthly period commencing subsequent to:
 - (1) twelve (12) continuous months of Layoff, if the P.S.O. had less than ten (10) years of Service as of the first day of such Layoff; or
 - (2) twenty-four **(24)** continuous months of Layoff, if the P.S.O. had ten (10) or more years of Service as of the first day of such Layoff; or
 - (3) the date the P.S.O. elects to forfeit all rights to a Layoff Benefit in order to apply for a payment, as provided under the Service Termination Plan (STP) or section XXI of the Master Collective Agreement.

Section 2. Cancellation of Entitlement by Benefits Paid

For each Layoff Benefit paid (regardless of the amount thereof), one (1) semi-monthly period of Layoff Benefit entitlement will be cancelled. Any remaining Layoff Benefit entitlement with respect to the period of Layoff will be cancelled after the expiration of the applicable twelve (12) or twenty-four (24) continuous months of Layoff (as discussed under subsection (d) of section 1 of this Article IV) unless cancelled earlier under the provisions of this Plan.

Section 3. Regeneration of Benefit Entitlement

(a) Upon return from Layoff to Work with the Employer, a P.S.O. will become entitled to:

- (1) for any month Worked prior to attaining eighteen (18) months Service, one (1) additional semi-monthly period of Layoff Benefit entitlement for each two (2) full months of Service; or
- (2) for any month Worked subsequent to attaining eighteen (18) months Service (except as otherwise provided under subsection (b) of section 3 of this Article IV), two (2) additional semi-monthly periods of Layoff Benefit entitlement for each full month of Service;

up to the applicable maximum entitlement of Layoff Benefits as provided under subsections (a) and (b) of section 1 of this Article IV. Such additional Layoff Benefit entitlement will be added to any balance of entitlement remaining upon return to **Work** for the Employer as a P.S.O.

- (b) A P.S.O. who has ten (10) or more years of Service as of the first day of any subsequent Layoff, and who returns to **Work** from such Layoff as a P.S.O., will have his Layoff Benefit entitlement immediately regenerated to the full maximum entitlement of forty-eight **(48)** semi-monthly periods of Layoff. Notwithstanding the foregoing, when such a P.S.O. returns to **Work** from Layoff in the same calendar year that included the first day of such Layoff, s/he will be covered by the regeneration provisions set forth under paragraph **(2)** of subsection (a) of this section 3.

Section 4. Entitlement for Less Than Two-Month Qualified Service Increments

In determining either initial Layoff Benefit entitlement (under section 1 of this Article IV) or a regeneration of such entitlement following a return to **work** from Layoff (under section 3 of this Article IV), if the balance of any Service remaining after the last two (2) full months' increment equals to at least a full month, the P.S.O. will be entitled to the applicable one **(1)** or two **(2)** additional semi-monthly periods of Layoff Benefits, depending upon the P.S.O.'s years of Service, as provided under section 1 of this Article IV. If any such balance is less than a full month, no additional Layoff Benefits entitlement will be granted.

ARTICLE V

ADMINISTRATION

Section 1. Filing of Informational Statements

- (a) Filing of Data Statement
On or before the P.S.O.'s last day worked prior to Layoff, the P.S.O. will complete a data statement in accordance with procedures established by the Employer. The data statement will include, in writing, any information deemed relevant by the Employer with respect to Employment Insurance

Benefits or other benefit entitlement, estimated earnings and the source thereof and any other information as the Employer may require in order to determine whether the P.S.O. is eligible to be paid a Layoff Benefit and the estimated amount thereof.

(b) Filing of Certification Statement

As of the end of each month (or at other times as deemed necessary by the Employer), the laid-off P.S.O. will complete and file within a specified time period a certification statement with respect to such month, in accordance with procedures established by the Employer. The certification statement will include, in writing, any information deemed relevant by the Employer with respect to Employment Insurance Benefits received or denied (and the reason therefor), other benefits received, earnings and the source thereof and any other information as the Employer may require, in order to determine the amount of the Layoff Benefit actually payable and whether any adjustment should be made in the estimated amount previously paid.

Section 2. Determination of Eligibility and Benefit Amount

- (a) When a P.S.O. files a completed data statement at the time of Layoff and the Employer is furnished with the information required, the Employer will determine the P.S.O.'s entitlement to Layoff Benefits and the estimated amount thereof. When a P.S.O. files a completed certification statement after the end of each month of Layoff (within a specified time period as established by the Employer) and the Employer is furnished with the information required, the Employer will determine the actual amounts payable and any adjustment necessary with respect to the Layoff Benefits previously paid for such month. Such adjustments, either underpayments or overpayments, will be made promptly to subsequent Layoff Benefit payments. If the P.S.O. fails to return a completed certification statement within the time period established by the Employer, payment of any future Layoff Benefits will be suspended until the required certification statement is received by the Employer. Any Layoff Benefit amount paid to a P.S.O. for which the P.S.O. fails to return a

completed certification statement, shall be subject to being declared an overpayment in accordance with section 4 of Article III of the Plan. Payment of Layoff Benefits for the final month of the P.S.O.'s entitlement may be withheld until the Employer receives the required certification statement applicable to such month.

- (b) If the Employer determines that a P.S.O. is not entitled to a Layoff Benefit for any semi-monthly period(s), it will notify the P.S.O. promptly, in writing, of the reason(s) for such determination.

Section 3. **To Whom** Benefits Are Payable in Certain Conditions

Layoff Benefits under the Plan will be payable only to the eligible P.S.O. except that if the Employer shall find that the P.S.O. is deceased or is unable to manage his/her affairs for any reason, any amount payable will be paid to the spouse, parents, children, or other relatives or dependents of the P.S.O. as the Employer in its discretion may determine. Any amounts so paid will be a complete discharge of any liability under the Plan. In the case of death, no Layoff Benefit shall be payable in respect of any day following the day of the P.S.O.'s death.

Section 4. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, except that the eligibility of a P.S.O. for, and the amount and duration of, Employment Insurance Benefits shall be determined in accordance with the *Employment Insurance Act* of Canada.

ARTICLE VI

FINANCIAL PROVISIONS

Section 1. Payments Directly by the Employer

All Layoff Benefits shall be payable directly by the Employer or by any agent it may appoint.

Section 2. No Trust Fund

The Employer shall not be required to:

- (1) establish and maintain a trust fund to which it would make contributions; or
- (2) make contributions to any person in order to cover the cost of Layoff Benefits.

Section 3. Cost of Administering the Plan

The Employer shall bear all the costs of administering the Plan.

Section 4. Benefit Cheques Not Presented

If a payment is made under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such payment was made, the amount shall revert to the Employer.

Section 5. Termination of the Plan

In the event that the Employer has set aside assets for purposes of the Plan, and the Plan is terminated, all such remaining assets shall either:

- (1) revert to the Employer;

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- (2) be used for payments under the Plan; or
- (3) be used for administrative costs of the Plan.

ARTICLE VII

MISCELLANEOUS

Section 1. Government Rulings

The Employer shall not be required at any time to make payments hereunder unless and until it shall have received rulings from the Minister of National Revenue and Human Resources Development Canada, satisfactory to the Employer, holding that:

- (a) such payments constitute a currently deductible expense under the *Income Tax Act* (Canada), as now in effect, or as it may be hereafter amended, or under any other applicable federal or provincial income tax law, and
- (b) the Plan qualifies and is registered under section 37 of the Employment Insurance Regulations, now in effect or as hereafter may be amended, and
- (c) payments made by the Employer do not constitute “earnings” for purposes of the *Employment Insurance Act* or the Canada or Quebec Pension Plan.

Section 2. Effect of Revocation of Federal Rulings

If any rulings which are applied for or have been or may be obtained by the Employer holding that payments by the Employer under the Plan constitute currently deductible expenses under the *Income Tax Act* (Canada), as amended, now in

effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law shall be denied, revoked or modified in such manner as to no longer be satisfactory to the Employer, or if the provisions of the *Income Tax Act* (Canada), as amended, now in effect or as hereafter may be amended, or of any other applicable federal or provincial income tax law are amended so as to deny the deduction, as a current deductible expense, of any payments made by the Employer under the Plan, all obligations of the Employer under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

Section 3. Receipt of Layoff Benefits or Payments

The payments made under the Plan shall not be considered a part of any P.S.O.'s wages for any purposes (except as payments are treated as if they were wages solely for purposes of income tax withholding). No person who receives any payment under the Plan shall for that reason be deemed an employee of the Employer during such period.

Section 4. Amendment and Termination of the Plan

- (a) Except as provided under section 2 of this Article VII, the Employer shall not modify, amend, suspend or terminate the Plan at any time during the term of the Master Collective Agreement without the prior written agreement of the Union.
- (b) In the event that the Plan is modified, amended, suspended or terminated in accordance with this section, written notice of such changes will be given to the Canada Employment and Immigration Commission in accordance with section 37 of the Employment Insurance Regulations.

Section 5. Records

The Employer shall keep a separate record of all payments made pursuant to the Plan.

Section 6. Other Payments

Any payments made to a P.S.O. in respect of any guaranteed annual remuneration or severance pay benefits shall not be reduced or increased by payments received under the Plan.

Section 7. Coming Into Force of the Plan

This Plan shall be deemed to come into force on May 28, 1997 or on such date as the Canada Employment and Immigration Commission deems the Plan to be a Supplemental Unemployment Insurance Plan within the meaning of section 37 of the Employment Insurance Regulation, if such a date should be later than May 28, 1997.

ARTICLE VIII

DEFINITIONS

- (1) **“Employer”** means Securitas of Canada Limited.
- (2) **“Employment Insurance”** means the system or program established under the *Employment Insurance Act* of Canada for paying benefits to persons on account of their unemployment.
- (3) **“Employment Insurance Benefit”** means an unemployment benefit payable by reason of unemployment (excluding disability) under the *Employment Insurance Act*, including any training allowances but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any Back-To-Work payment for a week made, in addition to the regular Employment Insurance Benefit otherwise payable for such week, to a P.S.O. who has been on layoff for a prescribed number of weeks and returns to full-time work within a prescribed period, and also

means the amount of any partial or lost-time benefit which a P.S.O. received under a *Workers' Compensation Act* or other law providing benefits for injury or disease. If a P.S.O. receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Employer, only the amount by which the Workers' Compensation benefits is increased shall be included.

- (4) **“Layoff”**, for purposes of this Plan, means any period in respect of which a P.S.O. either performs no work for the Employer by reason of a temporary lack of work, or any period in respect of which a P.S.O.'s hours of work are reduced by reason of a temporary lack of work, to such an extent that an interruption of earnings occurs within the meaning of the *Employment Insurance Act*. For greater clarity, a Layoff, for purposes of this Plan does not include any period in respect of which the P.S.O. is not at work by reason of any period of disability, any period of authorized leave of absence or any period of disciplinary suspension. A lack of work experienced by a P.S.O. will be temporary, as opposed to permanent, where the P.S.O.'s seniority rights entitle the P.S.O. to either be recalled to or apply for a permanent vacancy under the provisions of section IX and paragraph 54 of the Master Collective Agreement, for work at locations where the Employer is providing service.
- (5) **“Layoff Benefit”** means the benefit payable under this Plan to an eligible P.S.O. for all or part of a semi-monthly period.
- (6) **“Monthly Regular Straight Time Wages”** means a P.S.O.'s regular monthly wages at the time of Layoff. However, if the P.S.O. had a higher monthly wage applicable at any time during the three (3) consecutive calendar months prior to the month in which the P.S.O.'s first day of Layoff occurs, the Layoff Benefit calculations will be based upon such higher amount. The term shall not include overtime, shift premiums, COLA or any other special payments, fees and allowances.

- (7) **“P.S.O.”** means the Permanent Security Officers of the Employer represented by the **CAW** in one of the bargaining units in respect of which the **CAW** possessed bargaining rights as of the date of coming into force of the **Plan**, or when used in reference to **G.M.**, means a Permanent Security Officer employed by **G.M.** prior to October 30, 1993.
- (8) **“Semi-monthly period”** means the period ending on the 15th day or on the last day of any calendar month.
- (9) **“S.S.O.”** means the Supplemental Security Officers of the Employer represented by the **CAW** in one of the bargaining units in respect of which the **CAW** possessed bargaining rights as of the date of coming into force of the **Plan** or, where used in reference to **G.M.**, means a Supplemental Security Officer employed by **G.M.** prior to October 30, 1993.
- (10) **“Suitable Work”** means:
- (a) an offer of regular employment or re-employment in the same municipality or community from which the P.S.O. was laid off, in the P.S.O.’s previous position or in a position paying a regular straight time wage of not less than 80% of the P.S.O.’s regular straight time wage at the time of Layoff; or
 - (b) where the Employer ceases providing all services at any site and services are continued by another security firm or by the client (hereinafter termed the “Successor Employer”), employment offered by the Successor Employer, provided:
 - (i) the Successor Employer offers the P.S.O. employment on the same terms and conditions as those offered by the Employer;
 - (ii) the Successor Employer voluntarily recognizes the Union **for** those engaged in the performance of security or protection functions at the site(s) formerly serviced by the Employee; and

- (iii) the Successor Employer agrees to be bound by the Master Collective Agreement and any applicable Local Agreements between the Employer and the Union for any bargaining unit or units in respect of which the voluntary recognition agreement applies.
- (11) **“Work”** or **“at Work”** or **“Worked”** means receiving pay for regular hours scheduled by the Employer and worked as a P.S.O.

SECURITAS
INCOME CONTINUATION PLAN
FOR CAW BARGAINING UNIT
EMPLOYEES IN ONTARIO

(Effective May 28, 1997)

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**INCOME CONTINUATION PLAN
FOR CAW BARGAINING UNIT EMPLOYEES IN ONTARIO**

ARTICLE I

ESTABLISHMENT OF THE PLAN

1. Securitas of Canada Limited (hereinafter referred to as the “Employer”) establishes this Income Continuation Plan (hereinafter referred to as the “Plan”) for its Permanent Security Officers (hereinafter referred to as “P.S.O.s”) represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals 195, 199, 1090 and 2163 (hereinafter referred to as the “CAW”). The purpose of the Plan is to provide for the payment of Income Continuation Plan Benefits, subject to the terms, conditions and limitations contained in this Plan for P.S.O.s who are laid-off from the Employer on or after May 28, 1997.

2. The Plan replaces and supersedes any other income continuation plan established or offered by the Employer prior to May 28, 1997 (including the General Motors Income Continuation Plan for Salaried Employees in Canada that the Employer had agreed to apply starting October 30, 1993, as amended by the Employer from time to time (hereinafter referred to as the (“G.M. Plan”) subject to the following: the G.M. Plan will apply to layoffs that began prior to May 28, 1997.

ARTICLE II

ELIGIBILITY FOR BENEFITS

3. A P.S.O. may be eligible for Benefits under this Plan, provided the P.S.O.:
 - (a) has been employed by the Employer, or by the Employer and General Motors of Canada Limited (hereinafter “G.M.”) as a P.S.O. for an unbroken period of at least five (5) years;

- (b) where applicable, has exhausted all entitlements under the Securitas Layoff Benefit Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the “Layoff Benefit Plan”) or under the G.M. Plan as defined in the Layoff Benefit Plan;
- (c) has not yet received any payments under the Securitas Termination Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the “Service Termination Plan”) or under the G.M. Plan as defined in the Service Termination Plan (unless the P.S.O. has been re-hired after receipt of such benefits, works another five (5) years and again becomes eligible for Benefits under this Plan);
- (d) is not entitled to receive a pension under any of sections 3.01, 3.02(a), (b) or (c) of the Securitas Retirement Program for G.M. Site Employees (hereinafter called the “Pension Plan”);
- (e) has been Laid-off, as defined in Article III of this Plan;
- (f) has not refused Appropriate Employment as defined in Article XIV of this Plan;
- (g) has applied for all permanent vacancies, for which the P.S.O. may be entitled under paragraph 54(d) of the Master Collective Agreement that would qualify as Appropriate Employment as defined in Article XIV of this Plan;
- (h) has not received a severance payment under Section XXI of the Master Collective Agreement; and
- (i) has made a timely application for a Benefit in accordance with procedures established by the Employer, provided however, that no application may be made prior to twelve (12) months of continuous layoff from the Employer.

ARTICLE III

QUALIFYING LAYOFFS

1. To be entitled to Benefits under this Plan, a P.S.O. must have been laid-off from the Employer for a continuous period of twelve (12) months (for a P.S.O. with less than ten (10) years Service) or twenty-four (24) months (for a P.S.O. with ten (10) or more years Service).
2. A layoff, for the purposes of this Plan will mean any period in respect of which a P.S.O. performs no work for the Employer by reason of a temporary lack of work.
3. A layoff, for the purposes of this Plan will not include any period in respect of which the P.S.O. is not at work by reason of:
 - (a) any strike, slowdown, work stoppage, picketing (whether or not by employees in the Employer's bargaining units represented by the **CAW**), or concerted action at the Employer Facility or Facilities, or any dispute of any kind involving employees, whether or not at an Employer Facility or Facilities or elsewhere;
 - (b) any period of disability, any period of authorized leave of absence or any period of disciplinary suspension;
 - (c) any war or hostile act of a foreign power (but not government regulation or controls connected therewith);
 - (d) sabotage or insurrection; or
 - (e) any act of God.
4. A lack of work experienced by a P.S.O. will be temporary, as opposed to permanent, where the P.S.O.'s seniority rights entitle the P.S.O. to either be recalled to or apply for a permanent vacancy under the provisions of paragraph 54(d) of the Master Collective Agreement, for work at locations where the Employer is providing service, except in the following situations:

- (a) where a Closure, as defined in Section XXI of the Master Collective Agreement occurs, and the P.S.O. opts to take a payment under the Service Termination Plan or under Section XXI of the Master Collective Agreement; or
- (b) where the Employer ceases providing all services at any site and:
 - (i) services are continued by another security firm or by the client (hereinafter termed the “Successor Employer”);
 - (ii) the Successor Employer offers the P.S.O. employment on the same terms and conditions as those offered by the Employer;
 - (iii) the Successor Employer voluntarily recognizes the CAW as bargaining agent for all those engaged in performance of security or protection functions at the sites formerly serviced by the Employer, recognizing the same bargaining unit as the CAW represented at the Employer; and
 - (iv) the Successor Employer agrees to be bound by the Master Collective Agreement and the applicable Local Agreements between the CAW and the Employer for the affected bargaining unit.

ARTICLE IV

DESCRIPTION OF INCOME CONTINUATION PLAN BENEFITS

1. A P.S.O. eligible for a Plan Benefit is entitled to a Benefit as described in this Article and reduced as provided in this Article and in Article V until the P.S.O.’s eligibility to such Benefits is terminated.

2. The Benefit payable to an eligible P.S.O., for each twenty-four (24) semi-monthly period, will be equal to 60% of the sum of the P.S.O.'s monthly Regular Straight Time Wages (as defined in Article XIV), divided by 2. The period for which the Benefits are payable to an eligible P.S.O. under this Plan shall be a period of twenty-four (24) consecutive semi-months, immediately following the last semi-monthly payment for which the P.S.O. received a Layoff Benefit under the Layoff Benefit Plan.

ARTICLE V

BENEFITS OFFSETS

1. The Benefit described in Article IV will be reduced by gross income or payments that a P.S.O. receives or is eligible to receive from the following sources:
 - (a) Statutory Benefits;
 - (b) the amount of any pay from other sources in excess of the greater of the amount disregarded as earnings by Human Resources Development Canada under the *Employment Insurance Act* or 20% of such earnings received or receivable by the P.S.O., for all or part of the semi-monthly period;
 - (c) the amount of any pay in lieu of notice of termination of employment, mass termination or plant closing, severance pay or other similar payment required under federal or provincial law, (including, without limitation, payments required to be made under sections 57 or 58 of the Ontario *Employment Standards Act*);
 - (d) the amount of a P.S.O.'s outstanding debts to the Employer or trustees of any Employer benefit plan or program, including any unrepaid overpayments of the P.S.O. under the Layoff Benefit Plan. The amount of the Benefit that is offset by Layoff Benefit overpayments or outstanding debts to the Employer or trustees of any Employer plan or program, shall be paid to the Employer or trustee or any other Employer plan or program, as applicable.

2. The **gross** amount of Income Continuation Plan Benefits payable hereunder to an eligible P.S.O. will be reduced by offsets provided under Article V of the Plan.

ARTICLE VI

RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS

The Benefits described in Article IV shall be applied to reduce the amount of any separation, severance payment or similar payment required by federal or provincial law by reason of any plant closing (including, without limitation, any payments required under sections 57 or 58 of the Ontario *Employment Standards Act*).

ARTICLE VII

TERMINATION OF BENEFIT ELIGIBILITY

1. A P.S.O.'s eligibility for a Benefit will terminate permanently (eventhough the P.S.O. may not have applied for or yet become eligible to receive such Benefit) upon the earliest of the P.S.O.'s:
 - (a) death;
 - (b) resignation or retirement (of any nature);
 - (c) acceptance of a Service Termination Plan Payment under the Service Termination Plan;
 - (d) receipt of a severance payment under Section XXI of the Master Collective Agreement;

- (e) refusal or failure to apply for all available permanent vacancies, to which the P.S.O. may be entitled under paragraph 54(d) of the Master Collective Agreement that would qualify as Appropriate Employment;
- (f) refusal or failure to accept any Appropriate Employment offered by the Employer;
- (g) failure to report on a timely basis, the following information to the extent the information would offset Income Continuation Plan Benefits:
 - (i) income from other sources;
 - (ii) Statutory Benefits; or
 - (iii) changes in employment status; or
- (h) refusal to apply for a Statutory Benefit that would or could offset Income Continuation Plan Benefits following a request by the Employer to apply for such benefit.

ARTICLE VIII

OVERPAYMENTS

If the Employer determines, after issuance of a Plan Benefit, that the Benefit should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the P.S.O. receiving such Benefit and such P.S.O. shall return the amount of the overpayment to the Employer.

ARTICLE IX

WITHHOLDING TAX

The Employer shall deduct from the amount of any Plan Benefit any amount required to be withheld by the Employer by reason of any law or regulation, for payment of taxes or otherwise, to any federal, provincial or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Employer shall be entitled to rely on the official form filed by the P.S.O. with the Employer for purposes of income tax withholding.

ARTICLE X

PROCEDURE

1. Application Procedure

(a) Filing: Applications

An application for a Benefit may be filed either in person **or** by mail, in accordance with procedures established by the Employer. No application for a Benefit shall be accepted by the Employer prior to twelve (12) continuous months of Layoff from the Employer.

(b) Application Information

Application for a Benefit shall be in writing and shall include any information deemed relevant by the Employer with respect to the determination of the P.S.O.'s eligibility for and the amount of the Benefit and the determination of offsets to such Benefit as provided under Article V of the Plan.

2. Determination of Eligibility

When an application is filed for a Benefit and the Employer is furnished with the evidence and information as required, the Employer will determine eligibility for the amount of the Benefit.

3. Notice of Denial

If the Employer determines that a P.S.O. is not entitled to a Benefit, it shall notify the P.S.O. promptly, in writing, of the reason(s) for such determination.

4. Benefit Cheques Not Presented

If a payment is made under the Plan and the amount of the payment is not claimed within a period of two (2) years form the date such payment **was** made, the amount shall revert to the Employer.

ARTICLE XI

MISCELLANEOUS

1. A Benefit shall be payable hereunder only to the P.S.O. who is eligible therefore, except that if the Employer shall find that such a P.S.O. is deceased and has not received any Benefit payable prior to termination by death or is unable to manage his/her affairs for any reason, any such Benefit payable shall be paid to the duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of the P.S.O. as the Employer in its discretion may determine. Any Benefit so paid shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no Benefit shall be payable with respect to any period following the P.S.O.'s death.

ARTICLE XII

APPLICABLE LAW

This Plan and all rights and duties hereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario, and where applicable, the federal *Employment Insurance Act*.

ARTICLE XIII

EFFECT OF GOVERNMENTAL RULINGS

1. Government Rulings
This Plan shall not be effective prior to receipt by the Employer of the necessary rulings, satisfactory to the Employer, from Canadian governmental authorities establishing that payments made by the Employer under the Plan constitute a currently deductible expense under the Canadian *Income Tax Act*, as now in effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law.

2. Effect of Revocation of Governmental Rulings

If any rulings which are applied for or have been or may be obtained by the Employer holding that the payments made by the Employer under the Plan shall constitute currently deductible expenses under the Canadian *Income Tax Act*, as now in effect or as it may be hereafter amended, or under any other applicable federal or provincial income tax law, shall be denied, revoked or modified in such manner as to no longer be satisfactory to the Employer, all obligations of the Employer under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

ARTICLE XIV

DEFINITIONS

1. “Act of God” under the Plan means an occurrence or circumstance directly affecting an Employer Facility which results solely from natural causes and not from human acts.
2. “Appropriate Employment” means an offer of regular employment or re-employment in a position with the Employer at any of the sites in respect of which the CAW possesses bargaining rights for security employees under the Master Collective Agreement, paying a base wage of not less than 80% of the P.S.O.’s Monthly Regular Straight Time Wages at the time of Layoff in the Employer Facility or at another Employer Facility within 80 kilometers from the Employer Facility where the P.S.O. last worked for the Employer.
3. “Benefit” means the Income Continuation Plan benefit amount calculated for an eligible P.S.O. with respect to a period of qualifying Layoff in accordance with the provisions of Article IV and subject to offset in accordance with Article V of the Plan.

4. **“Employer”** means Securitas of Canada Limited.
5. **“Facility”** means any site at which the Employer provides security services either to General Motors or to General Dynamics Land Systems.
6. **“Layoff Benefit”** means benefits payable under the Securitas Layoff Benefit Plan for CAW Bargaining Unit Employees in Ontario.
7. **“Monthly Regular Straight Time Wages”** means a P.S.O.’s regular monthly wage at the time of layoff but shall not include overtime, shift premiums, COLA or any other special payments, fees and allowances.
8. **“P.S.O.”** means the Permanent Security Officers of the Employer represented by the CAW in one of the bargaining units in respect of which the CAW possessed bargaining rights as of the date of coming into force of the Plan, or when used in reference to G.M., means a Permanent Security Officer employed by G.M. prior to October 30, 1993.
9. **“Retirement”** means retirement under any one of sections 3.01, 3.02(a), (b) or (c) of the Pension Plan.
10. **“Service”** means the unbroken combination of the following:
 - (a) unbroken service as a P.S.O. with General Motors (or any one of its subsidiaries) prior to October 30, 1993, provided that such service would have been taken into account for the purposes of the G.M. Plan; and
 - (b) unbroken service with the Employer as a P.S.O. after October 30, 1993.
11. **“Statutory Benefits”** means payments which the Employee receives or which without a means test would be available (upon application if necessary) as a result of federal, provincial, or municipal laws, regulations or statutes, including, without limitation, such income received or receivable as an Employment Insurance Benefit, or benefits under the Canada or Quebec Pension Plan, governmental pensions, and Weekly lost-time benefits under

Workers' Compensation; provided, however, that Statutory Benefits shall not include amounts which would be available to the Employee, but which he has not received, and which require a means test in order to be eligible. The foregoing are intended to be examples only and do not limit the types of present or future Statutory Benefits which shall be offset under the Plan.

SECURITAS
SERVICE TERMINATION PLAN
FOR CAW BARGAINING UNIT
EMPLOYEES IN ONTARIO

(Effective May 28,1997)

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**SERVICE TERMINATION PLAN
FOR CAW BARGAINING UNIT
EMPLOYEES IN ONTARIO**

ARTICLE I

ESTABLISHMENT OF THE PLAN

1. Securitas of Canada Limited (hereinafter referred to as the "Employer") establishes this Service Termination Plan (hereinafter referred to as the "Plan") for its Permanent Security Officers (hereinafter referred to as "P.S.O.s") represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals 195, 199, 1090 and 2163 (hereinafter referred to as the "CAW"). The purpose of the Plan is to provide a lump-sum Benefit payment, subject to certain terms, conditions and limitations contained in this Plan for eligible long-service P.S.O.s who are Laid-off (as defined herein) from the Employer on or after May 28, 1997.

2. The Plan replaces and supersedes any other service termination plan established or offered by the Employer prior to May 28, 1997 (including the General Motors Salaried Employee Service Termination Plan that the Employer had agreed to apply starting October 30, 1993, as amended by the Employer from time to time (hereinafter referred to as the "G.M. Plan"), subject to the following: the G.M. Plan will continue to apply to layoffs that begin prior to May 28, 1997.

ARTICLE II

ELIGIBILITY FOR BENEFITS

1. A P.S.O. may be eligible to Benefits under this Plan, provided the P.S.O.:
 - (a) has been employed by the Employer, or by the Employer and General Motors of Canada Limited (hereinafter referred to as "G.M."), as a P.S.O. for an unbroken period of at least 5 years;
 - (b) where applicable, the P.S.O. has exhausted all entitlements under the Securitas Layoff Benefit Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the "Layoff Benefit Plan") or under the G.M. Plan as defined in the Layoff Benefit Plan;
 - (c) where applicable, the P.S.O. has exhausted all entitlements under the Securitas Income Continuation Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the "Income Continuation Plan") or under the G.M. Plan as defined in the Income Continuation Plan;
 - (d) has not yet received any payments under this Plan or the G.M. Plan as defined herein (unless the P.S.O. has been re-hired after receipt of such benefits, and works another five (5) years and again becomes eligible for Benefits under this Plan);
 - (e) is not entitled to receive a pension under any one of sections 3.01, 3.02(a), (b) or (c) of the Securitas Retirement Program for G.M. Site Employees (hereinafter called the "Pension Plan");
 - (f) has been laid-off as defined in Article III;
 - (g) except in the case of a Closure, as defined in Section XXI of the Master Collective Agreement, has not refused Appropriate Employment as defined in Article XV of this Plan;
 - (h) except in the case of a Closure, has applied for all available permanent vacancies that would qualify as Appropriate Employment as defined in Article XV of this Plan, for which the P.S.O. might be entitled under paragraph 54(d) of the Master Collective Agreement; and
 - (i) except in the case of a Closure has made a timely application for a Benefit in accordance with procedures established by the Employer, provided, however, that no application may be made prior to twenty-four (24) continuous months of Layoff from the Employer.

ARTICLE III

QUALIFYING LAYOFFS

1. To be entitled to Benefits under this Plan, a P.S.O. must have been laid-off as defined in this Article.
2. For the purposes of this Plan, a layoff will mean:
 - (a) a cessation of all work by the P.S.O. by reason of a Closure (as defined in Section XXI of the Master Collective Agreement), pursuant to which the P.S.O. opts to accept payments under Section XXI of the Master Collective Agreement and this Plan, thereby waiving his/her seniority rights; or
 - (b) a period of at least twenty-four (24) continuous months during which the P.S.O. performs no work for the Employer by reason of lack of work, except in those circumstances detailed in paragraph 4 of this Article III.
3. A layoff, for the purposes of this Plan will not include any period in respect of which the P.S.O. is not at work by reason of:
 - (a) any strike, slowdown, work stoppage, picketing (whether or not by employees in the Employer's bargaining units represented by the CAW), or concerted action at an Employer Facility or Facilities, or any dispute of any kind involving employees, whether or not at an Employer Facility or Facilities or elsewhere;
 - (b) any period of disability, any period of authorized leave of absence or any period of disciplinary suspension;
 - (c) any war or hostile act of foreign power (but not government regulation or controls connected therewith);
 - (d) sabotage or insurrection; or
 - (e) any act of God.

4. Notwithstanding paragraph 2 of this Article III, a layoff will not include the following situations:
- (a) where the P.S.O. following a Closure, opts under Section XXI of the Master Collective Agreement to maintain seniority rights; or
 - (b) where the Employer ceases providing all services at any site and:
 - (1) services are continued by another security firm or by the client (hereinafter termed the “Successor Employer”);
 - (2) the Successor Employer offers the P.S.O. employment on the same terms and conditions as those offered by the Employer;
 - (3) the Successor Employer voluntarily recognizes the CAW as bargaining agent for all those engaged in performance of security or protection functions at the sites formerly serviced by the Employer, recognizing the same bargaining unit as the CAW represented at the Employer; and
 - (4) the Successor Employer agrees to be bound by the Master Collective Agreement and the applicable Local Agreements between the CAW and the Employer for the affected bargaining unit.

ARTICLE IV

DESCRIPTION OF PLAN BENEFITS

1. A P.S.O. eligible for a Plan Benefit is entitled to a Benefit as described in this Article and reduced as provided in this Article and in Article V.
2. The Service Termination Plan payment payable to eligible P.S.O.s who meet the conditions set forth in Article II and III of this Plan shall be an amount determined in accordance with the P.S.O.'s Service, as of the last day at work prior to the layoff, up to a maximum of twenty-five (25) years of Service, in accordance with the following table:

SERVICE TERMINATION PLAN LUMP-SUM PAYMENT AMOUNTS

<i>No. of Full Years of Service</i>	<i>Percentage of Annual Base Wage</i>	<i>Minimum</i>
5	75%	\$33,500
6	77%	\$34,300
7	79%	\$35,000
8	81%	\$35,800
9	83%	\$36,500
10	85%	\$37,300
11	87%	\$38,000
12	89%	\$38,800
13	91%	\$39,600
14	93%	\$40,300
15	95%	\$41,100
16	100%	\$43,000
17	105%	\$44,900
18	110%	\$46,800
19	115%	\$48,700

20	120%	\$50,600
21	125%	\$52,500
22	130%	\$54,400
23	135%	\$56,300
24	140%	\$58,200
25 & over	145%	\$60,100

3. The gross amount of Benefit payable hereunder to an eligible P.S.O. will be reduced by offsets provided under Article V of the Plan.
4. A Benefit shall be payable by the Employer only in a lump-sum. A Benefit payment shall be prorated for incomplete years of service.

ARTICLE V

BENEFITS OFFSETS

1. The Benefit described in Article IV will be reduced by:
 - (a) a P.S.O.'s outstanding debts to the Employer or trustees of any Employer benefit plan or program, including any unrepaid overpayments of the P.S.O. under the Layoff Benefit Plan. The amount of the Benefit that is offset by Layoff Benefit overpayments or outstanding debts to the Employer or trustees of any Employer plan or program, shall be paid to the Employer or trustee or any Employer plan or program, as applicable;
 - (b) the amount of any pay in lieu of notice of termination of employment, mass termination, plant closing, severance pay or other similar payment required under federal or provincial law (including, without limitation, payments required to be made under sections 57 or 58 of the Ontario *Employment Standards Act*) provided, however, that if such payments have already been offset under the Income Continuation Plan, they shall not be offset again under this Plan;

- (c) the amount of any severance pay payable under Section XXI of the Master Collective Agreement; and
- (d) the amount of Income Continuation Plan Benefits paid to the P.S.O. under the Income Continuation Plan as of the date the payment application is received by the Employer.

ARTICLE VI

RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS

The Benefits described in Article IV shall be applied to reduce the amount of any separation, severance payment or similar payment required by federal or provincial law by reason of any plant closure (including, without limitation, any payments required under sections 57 or 58 of the Ontario *Employment Standards Act*).

ARTICLE VII

TERMINATION OF BENEFIT ELIGIBILITY

1. A P.S.O.'s eligibility for a Benefit will terminate permanently (even though the P.S.O. may not have applied for or yet become eligible to receive such Benefit) upon the earliest of the P.S.O.'s:
 - (a) death;
 - (b) resignation or retirement (of any nature);

- (c) refusal or failure to apply for all available permanent vacancies to which the P.S.O. may be entitled under paragraph 54(d) of the Master Collective Agreement that would qualify as Appropriate Employment, provided, however, in accordance with Section XXI of the Master Collective Agreement, no such application need be made by a P.S.O. laid-off as a result of Closure if the P.S.O. opts to waive his/her seniority rights and accept payment(s) under this Plan and Section XXI of the Master Collective Agreement;
- (d) refusal or failure to accept any Appropriate Employment offered by the Employer, provided, however, in accordance with Section XXI of the Master Collective Agreement, no such Employment need be accepted by a P.S.O. laid-off as a result of a Closure if the P.S.O. opts to waive his/her seniority rights and accept payment(s) under this Plan and Section XXI of the Master Collective Agreement; or
- (e) break in length of Service for any reason.

ARTICLE VIII

EFFECT OF PLAN BENEFIT ON EMPLOYEE STATUS

A P.S.O. who is issued and accepts a Plan Benefit shall cease to be an employee, shall be separated as a quit and all benefit coverage and recall entitlement will be relinquished as of the date his/her application for the Benefit was received by the Employer.

ARTICLE IX

OVERPAYMENTS

If the Employer determines, after issuance of a Plan Benefit that the Benefit should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former P.S.O., who shall return the amount of the overpayment to the Employer.

ARTICLE X

WITHHOLDING TAX

The Employer shall deduct from the amount of any Plan Benefit any amount required to be withheld by the Employer by reason of any law or regulation, for payment of taxes or otherwise, to any federal, provincial or municipal government. In determining the amount of any applicable tax entailing personal exemptions, the Employer shall be entitled to rely on the official form filed by the P.S.O. with the Employer for purposes of income tax withholding.

ARTICLE XI

PROCEDURE

1. Application Procedure

(a) Filing Applications

An application for a Benefit may be filed either in person or by mail, in accordance with procedures established by the Employer. No application for a Benefit shall be accepted by the Employer prior to twenty-four 24 continuous months of Layoff from the Employer except in the case of a Closure.

(b) Application Information

Application for a Benefit shall be in writing and shall include any information deemed relevant by the Employer with respect to the determination of the P.S.O.'s eligibility for and the amount of the Benefit and the determination of offsets to such benefit as provided under Article V of the Plan.

2. Determination of Eligibility

When an application is filed for a Benefit and the Employer is furnished with the evidence and information as required, the Employer will determine eligibility for the amount of the Benefit.

3. Notice of Denial

If the Employer determines that the P.S.O. is not entitled to a Benefit, it shall notify the P.S.O. promptly, in writing, of the reason(s) for such determination.

4. Benefit Cheques Not Presented

If a payment is made under the Plan and the amount of the payment is not claimed within a period of two (2) years from the date such payment was made, the amount shall revert to the Employer.

ARTICLE XII

MISCELLANEOUS

A Benefit shall be payable hereunder only to the P.S.O. who is eligible therefor, except that if the Employer shall find that such a P.S.O. is deceased and has not received any Benefit payable prior to termination by death or is unable to manage his/her affairs for any reason, any such Benefit payable to him/her shall be paid to his/her duly appointed legal representative, if there be one, and if not, to the spouse, parents, children or other relatives or dependents of the P.S.O. as the Employer in its discretion may determine. Any Benefit so paid shall be a complete discharge of any liability with respect to such Benefit.

ARTICLE XIII

APPLICABLE LAW

This Plan and all rights and duties hereunder shall be governed, construed and administered in accordance with the laws of the Province of Ontario.

ARTICLE XIV

EFFECT OF GOVERNMENT RULINGS

1. Government Rulings

This Plan shall not be effective prior to receipt by the Employer of the necessary rulings, satisfactory to the Employer, from Canadian governmental authorities establishing that payments made by the Employer under the Plan constitute a currently deductible expense under the Canadian *Income Tax Act*, as now in effect or as hereafter may be amended, or under any other applicable federal or provincial income tax law.

2. Effect of Revocation of Governmental Rulings

If any rulings which are applied for or have been or may be obtained by the Employer holding that the payments made by the Employer under the Plan shall constitute currently deductible expenses under the Canadian *Income Tax Act*, as now in effect or as it may be hereafter amended, or under any other applicable federal or provincial income tax law, shall be denied, revoked or modified in such manner as no longer to be satisfactory to the Employer, all obligations of the Employer under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect.

ARTICLE XV

DEFINITIONS

1. **“Act of God”** means an occurrence or circumstance directly affecting an Employer Facility which results solely from natural causes and not from human acts.
2. **“Annual Base Wages”** means a P.S.O.’s regular yearly wage at the time of Layoff but shall not include overtime, shift premiums, COLA or any other special payments, fees and allowances.
3. **“Appropriate Employment”** means an offer of regular employment or re-employment in a position with the Employer at any of the sites in respect of

which the CAW possesses bargaining rights for security employees under the Master Collective Agreement, paying a base wage of not less than 80% of the P.S.O.'s Monthly Regular Straight Time Wage at the time of Layoff in the Employer Facility or at another Employer Facility within 80 kilometers from the Employer Facility where the P.S.O. last worked for the Employer.

4. "Benefit" means the lump-sum payment calculated for an eligible P.S.O. with respect to a period of qualifying Layoff in accordance with the provisions of Article IV and subject to offset in accordance with Article V of the Plan.
5. "Closure" means the circumstances referred to in Section XXI of the Master Collective Agreement.
6. "Employer" means Securitas of Canada Limited.
7. "Facility" means any site at which the Employer provides security services either to General Motors or General Dynamics Land Systems.
8. "Layoff Benefit" means benefits payable under the Securitas Layoff Benefit Plan for CAW Bargaining Unit Employees in Ontario.
9. "P.S.O." means the Permanent Security Officers of the Employer represented by the CAW in one of the bargaining units in respect of which the CAW possessed bargaining rights as of the date of coming into force of the Plan, or when used in reference to G.M., means a Permanent Security Officer employed by G.M. prior to October 30, 1993.
10. "Retirement" means retirement under any one of sections 3.01, 3.02(a), (b) or (c) of the Pension Plan.
11. "Service" means the unbroken combination of the following:
 - (a) unbroken service as a P.S.O. with G.M. (or any one of its subsidiaries) prior to October 30, 1993, provided that such service would have been taken into account for the purposes of the G.M. Plan; and
 - (b) unbroken service with the Employer as a P.S.O. after October 30, 1993.