

MASTER AGREEMENT

BETWEEN

PINKERTON'S OF CANADA LIMITED

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS

UNION OF CANADA (CAW-CANADA)

LOCAL 195  
LOCAL 199  
LOCAL 1090  
LOCAL 2163

DATED MAY 28, 1997

SOURCE	Camp
EFF.	97/05/28
TERM.	2000/03/31
No. OF EMPLOYEES	280
NOMRE D'EMPLOYÉS	df

11288(01)

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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 28TH day of May, 1997.

BETWEEN

PINKERTONS OF 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

WITNESSETH:

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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, Peregrine Windsor Inc. and Peregrine Oshawa Inc. (collectively referred to as "Peregrine") and 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) South Plant, Oshawa and Peregrine Oshawa Plant, Oshawa —
  - (b) Peregrine Windsor Plant, Windsor —
  - (c) Transmission Plant, Windsor —
  - (d) Engine Plant, St. Catharines (which includes the Welland Avenue location and the components plant) —
  - (e) Diesel Division, London —
  - (f) 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  
The Parties have agreed to continue the SSO Program to enhance operational effectiveness as follows:
  - An SSO may be utilized at the discretion of the Employer for the following purposes:
    - a) To replace a regular full-time employee (PSO) who is absent from work for any period of time, due to vacations, lieu days, sickness, accident, bereavement, jury duty, personal reasons, union purposes, educational leave, training, maternity or parental leave. In the case of sickness, an SSO will not be used to replace a PSO on the first day of that PSO's absence due to illness, unless the PSO elects to take that day as vacation leave, F.H. time, lieu time or bank time.
    - b) To supplement the workforce during construction, demolition, teardowns, alteration, modification, plant re-arrangements for model changes and re-tooling projects. When SSO's are used for such purposes, the Employer shall notify the chairperson of the local committee and inform the chairperson of the anticipated duration of the project. The utilization of SSO's on any individual project to supplement the workforce shall not exceed three (3) months, except by agreement with the local committee.



- c) To work hours that would otherwise be overtime hours for a PSO where the local scheduling does not reasonably allow the required number of hours to be worked on a regular shift basis, by a regular full-time employee (PSO) provided that:
  - (i) any overtime of four (4) hours or less will first be offered to a qualified PSO.
  - (ii) the SSO does not work more than forty (40) hours in a work week; and
  - (iii) in respect of firewatch/fire duties, the following rules shall also apply:
    - (1) a qualified PSO on duty may be redeployed by the Employer, as required, to provide the firewatch/fire duties (including confined spaces) and be replaced by an SSO;
    - (2) Where the redeployment of PSO's is not sufficient to cover all firewatch duties (including confined spaces), the Employer may use qualified SSO's on firewatch/fire duties (including confined spaces):
      - (a) at the Oshawa South location on any Saturday provided the 6 bid posts are staffed by PSO's on that day;
      - (b) at the Peregrine Oshawa location on any Saturday provided the three-man (PSO) minimum rule is applied;
      - (c) at the St. Catharines, Windsor, London and Woodstock locations at any time during the vacation period of May 1 to September 15 inclusively, provided the minimum-man rule specified for each location in paragraph (72)(c) to (h) shall apply. Where more than one person is required by the Employer and is assigned by the employer to firewatch/fire duties in a location other than the Oshawa South or Peregrine Oshawa plants and on the same assignment, after redeployment, at least one of those persons shall be a full-time regular employee (PSO).
- e In other circumstances, **an** SSO will not work overtime unless all other available and qualified regular full-time employees have refused to perform the overtime required.
- e An SSO will work only those holidays of the work schedule of the employee being replaced if all regular PSO employees have either been scheduled or have refused such assignment.

- It is understood and agreed that the Employer and the local committee may agree to the utilization of SSOs for additional purposes depending on the needs and the circumstances of the particular location.
- Laid off regular full-time employees (PSO) at individual locations will be utilized for known periods of layoff of thirty (30) days or more before an SSO will be utilized. The Employer confirms its commitment to trying to provide PSOs with full-time employment wherever possible provided that the Employer not incur overtime and subject to section III of the existing Agreement. The Union confirms the right of the Employer to use SSOs for known periods of layoff at the individual locations of thirty days or less. However, the parties agree that where PSOs at individual locations are laid off for less than thirty (30) days, they will meet to discuss such circumstances on a case by case basis in an attempt to come to a satisfactory agreement. Where the parties do not meet or are unable to agree, the Employer shall continue to apply section III of the existing collective agreement.
- e 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 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.
- 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 who has met the eligibility requirements to move up the SSO grid, as set out in the SSO Wage Schedule, will be granted preferential hiring rights in the event of an opening for a regular full-time

employee (PSO) position provided the SSO is qualified and willing to accept such position. Such SSO will be offered employment as a probationary employee at the PSO entry level; however, 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 87 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. All SSOs at the top of the wage grid are granted preferential hiring rights as set out in the existing Recognition Clause.

- 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** §

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 where they work at least forty (40) hours in that month.

**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

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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.

## 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 and Peregrine 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 or Peregrine, 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 or Peregrine 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, Peregrine or the Crown in disciplinary hearings or court proceedings that raise the issue of the conduct of GM or Peregrine 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, Peregrine 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 or Peregrine employees represented by the Union, which services may include but are not limited to the protection of GM's or Peregrine's property, denial of access to striking employees, and reporting, recording and filming of the activities engaged in by the striking GM or Peregrine employees, represented by the Union.
- f) Such reports, recordings and films may be used by GM, Peregrine 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, Peregrine 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 or Peregrine 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 or Peregrine 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 GM or Peregrine 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 and Peregrine plants ought not to be discussed by security officers or union officials with GM or Peregrine 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 or Peregrine regarding the Employer's operations.
- i) The Employer's Vice-president 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 and Peregrine shall include any successor employer within the meaning of section 69 of the *Labour Relations Act* to whom either GM or Peregrine 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.
- (15) (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 forty (40) days following the effective date of this Agreement or within forty (40) 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.

**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 South and Peregrine Oshawa	9
London	3
St. Catharines	6
Windsor Transmission	3
Peregrine Windsor	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) Prior to the appointment of a conciliation officer, the members of the bargaining committee, a maximum of 7, 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, up to a maximum of 7, will be compensated at his/her regular wage for up to four (4) hours per week for on-site Union business related to the administration of the Collective Agreement. If the work is required to be performed off-site, the Employer will not unreasonably withhold consent.

- (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.
- (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 on a periodic basis.

**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 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) (i) With respect to the Windsor Transmission plant, the parties further agree the Employer will offer by seniority to PSOs whose hours of work have been reduced to less than forty hours, the one regularly scheduled Saturday night shift of eight hours at PSO's regular hourly wage rate, including C.O.L.A. provided that the Employer not incur overtime.

- (ii) In addition, the Employer shall contact in order of seniority such PSOs at the Windsor Transmission plant whose hours have been reduced to less than forty hours so as to offer them available work up to a total of forty (40) hours per week prior to contacting SSOs provided the Employer does not incur any overtime in so doing. Time worked by such PSOs, which but for this paragraph would have been worked by an SSO under section III of the Collective Agreement, shall be compensated at the highest SSO wage rate, as it exists from time to time, as if the PSO were an SSO, in accordance with section XII of the Collective Agreement, subject to paragraph (i) above. Wages received for hours worked by a PSO where an SSO could have been assigned, pursuant to section III of the existing Collective Agreement, shall not be subject to the C.O.L.A. provisions set out in the Collective Agreement.
- (iii) Where the Employer cannot reach such PSO(s) or where such PSO(s) refuse(s) such work, the Employer may choose not to offer such PSO(s) further available work in accordance with this paragraph (e) and may resort to the use of SSOs as per the Collective Agreement.

(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 Parties may mutually agree to expand upon the provisions of this paragraph locally.
- (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.

**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 Committee. All existing shift schedules will remain in effect unless otherwise mutually agreed upon by the Employer and the Local Committee.
- (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, 1998. 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.
- (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.

- (f) "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 at 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 and London will remain in effect unless otherwise mutually agreed upon by the Employer and the Local Committee. 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 South, nine-MAN (PSO Minimum Rule) (Monday to Friday exclusive of Holidays) and six-MAN (PSO Minimum Rule) (Saturday, Sunday and Holidays) per shift.
  - (b)** Peregrine Oshawa, three-man (PSO) minimum rule per shift;

- (c) St. Catharines, three-man (PSO) minimum rule, except at the Welland Avenue Plant where the one man (PSO) minimum rule shall apply per shift;
- (d) Windsor Transmission, one-man (PSO) minimum rule per shift;
- (e) Peregrine Windsor, one-man (PSO) minimum rule per shift
- (f) London, one-man (PSO) minimum rule per shift
- (g) 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 Oshawa South and Peregrine Oshawa applies between May 1 and September 15 inclusively.

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

**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. 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.)**

Effective on the date of ratification of this Collective Agreement

	May 28, 1997	April 1, 1998	April 1, 1999	March 1, 2000
Entry level	\$13.40	14.00	14.28	14.28
After 6 months	13.81	14.50	14.88	15.28
After 1 year	14.05	15.10	15.58	16.28
After 18 months	14.86	15.80	16.48	17.28
After 2 years	15.69	16.50	17.48	18.28
After 2.5 years	16.58	17.20	18.48	19.38
After 3 years	17.31	18.00	19.48	20.57
After 3.5 years	18.14	18.90	20.57	-----
After 4 years	18.95	20.17	-----	-----
After 4.5 years	19.78	-----	-----	-----

**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 November 1996, the COLA float is \$0.56. On April 1, 1997, \$0.51 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, 1997 shall be the final COLA calculated under the 1994 collective agreement (e.g. based on 6-month averages with a 2-cent diversion) and for greater certainty, shall be paid “retroactively” following ratification. Thereafter, COLA 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 second COLA adjustment will be payable on the first pay period on or after August 1, 1997. The comparison will be between the three-month average of the 1986 CPI for January, February, and March 1997 and the three-month average for the 1986 CPI for April, May, and June 1997. The third hit is payable on the first pay period on or after November 1, 1997 and will compare the three-month average for April, May and June 1997 with the three-month average for the subsequent three-months. The last COLA adjustment will be made on February 1, 2000.

One cent adjustments in the COLA shall become payable for each 0.073 increase in the 1986 CPI for COLA payable up until April 30, 1998. The formula changes to 0.070 for COLA payable on or after May 1, 1998, and to 0.067 for COLA payable on or after May 1, 1999.

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.

**S.S.O.**

Effective April 1, 1997 and for the duration of the Agreement SSOs will be paid as follows:

Effective April 1, 1997	-	\$12.50
Effective October 1, 1997	-	\$12.75
Effective April 1, 1998	-	\$13.00

For SSOs newly hired on or after April 1, 1997, the entry level shall be \$11.00. 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 May 28, 1997, 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:

**1997**

May 16, 1997	Friday preceding Victoria Day
May 19, 1997	Victoria Day
July 7, 1997	Monday after Canada Day
August 29, 1997	Friday preceding Labour Day
September 1, 1997	Labour Day
October 10, 1997	Friday preceding Thanksgiving
October 13, 1997	Thanksgiving
December 24, 1997)	
December 25, 1997)	
December 26, 1997)	Christmas
December 29, 1997)	Holiday
December 30, 1997)	Period
December 31, 1997)	

**1998**

January 1, 1998	
January 2, 1998	
April 10, 1998	Good Friday
April 13, 1998	Day after Easter
May 15, 1998	Friday preceding Victoria Day
May 18, 1998	Victoria Day
July 6, 1998	Monday after Canada Day
September 4, 1998	Friday preceding Labour Day
September 7, 1998	Labour Day
October 9, 1998	Friday preceding Thanksgiving
October 12, 1998	Thanksgiving
December 24, 1998)	
December 25, 1998)	
December 28, 1998)	Christmas
December 29, 1998)	Holiday

December 30, 1998)                      Period  
December 31, 1998)

**1999**

January 1, 1999	
April 2, 1999	Good Friday
April 5, 1999	Day after Easter
May 21, 1999	Friday preceding Victoria Day
May 24, 1999	Victoria Day
July 2, 1999	Friday preceding Canada Day*
September 3, 1999	Friday Preceding Labour Day
September 6, 1999	Labour Day
October 8, 1999	Friday preceding Thanksgiving
October 11, 1999	Thanksgiving

Christmas holiday period to follow that established by the Employer's client(s).

**2000**

January 1, 2000

\* to be the same day 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, on 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 while 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.
- (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.

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.

- (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:

<b><u>For an Eligible Employee with Seniority, as of October 1.</u></b>	<b><u>Hours of Full Vacation Pay Allowance</u></b>
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

- (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 May 28, 1997, 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 will also receive a special payment of nine hundred dollars (\$900.00). 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 \$450. Such payment shall be paid on the first pay period which commences after November 1 of the vacation eligibility year. Employees who have at least one year's seniority as of the vacation eligibility date 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.

(91) 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 straight time rate for the last pay period in which the employee worked and which ended prior to October 1. 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.
- (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.
- (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

**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 for any of the aforementioned relatives, he or she shall be reimbursed at his or her regular rate of pay for his or her regular hours lost up to a maximum of eight (8) regular hours. The Employer may require from the employee proof of his or her attendance at such memorial service before it reimburses him or her hereunder. The employee will, on request, be excused 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. 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 for one additional working day if the service is held within the Province of Ontario. A seniority employee shall be entitled to one day for a memorial service.

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.

**(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.

**(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.

**(f) Maternity 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, 1998 and April 1, 1999, 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). 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.

**(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 and Peregrine 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; the new issue will be provided as soon as it is received:

- PSOs (and promoted SSOs to be topped up), 8 shirts plus an additional 6 per year thereafter
- PSOs (and promoted SSOs to be topped up), 4 poly-cotton pants plus an additional 4 per year (hypo-allergenic to those who have medical intolerance)
- SSOs, 4 shirts (or more if required) plus 2 poly-cotton pants and additional pants or shirts as required through normal wear and tear
- one "3-in-1" jacket per employee as required
- raincoats as required to be available at post
- ties as required
- up to 2 coveralls per year, if required, which may be 100% cotton and navy or dark blue in colour
- two belts per collective agreement term (one dress leather and one utility ballistic nylon)
- one pair of winter leather gloves per year
- navy sweater to be issued once per contract (or more frequently if required by normal wear and tear)
- black polishable boots or shoes (2 pairs per year)
- galoshes and leggings as required to be available at post
- winter headgear (optional)
- summer headgear (optional)
- maternity clothes to be supplied as required
- key retention device as required
- flashlights and batteries as required

Optional items will be provided only if employees are required or choose to wear them. The Company reserves the right *to* require the return of old uniforms prior to providing the employee with the new issue and the return of all uniforms upon cessation of employment. On re-issue of the new uniform in 1999, the employee must return pairs of pants equal to the number being issued that 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.

**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.

**SECTIONXX**  
**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. Individuals to 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. and/or at all Peregrine 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 Pinkerton's 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 Pinkerton's 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 Pinkerton's Layoff Benefit Plan for C.A.W. Bargaining Unit Employees in Ontario (hereinafter the "Layoff Benefit Plan"), nor under Appendix "B", the Pinkerton's 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.

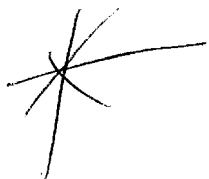


- (123) P.S.O.s absent on short or long-term disability at the time of Closure will be offered the option of either:
- (a) a continuation of disability benefits in accordance with applicable policies, in which event the P.S.O. will not be entitled to severance benefits under this Section nor to payments 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 she 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 May 28, 1997 shall continue in full force and effect until 11:59 p.m., on March 31, 2000, 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 200 copies to the Union, one to each employee employed on the date the Collective Agreement is printed and one to any arbitrator.

(137) The Employer and the Union shall exchange, in writing, on or before February 15, 2000 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, 2000. 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, 2000 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.

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:

Pinkerton's of Canada Limited

## **Non-Discrimination in Employment**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Employees Working Less than Twenty-Four (24) Hours Per Week**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Statement of Human Rights**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Funds**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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 employee and SSO;

Legal: ten cents for each straight time hour worked by a PSO seniority employee.

Yours very truly,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited



## **Signing Bonus**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

In the second pay period following the ratification of this Agreement by the union, the employer will pay by way of separate cheque a one-time bonus of \$1000.00 to each employee who is classified as a PSO as at the date of ratification who remains in our employ as of that. All of these conditions must be met by an employee to be eligible for the bonus.

In the second pay period following the ratification of this Agreement by the union the Employer will pay by way of separate cheque a one-time bonus of \$200.00 to each employee who was an SSO and all new hires who are now PSO's with seniority prior to the date of ratification.

Yours very truly,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Record Storage For Chairperson**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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 and Peregrine. Subject to GMCL or Peregrine 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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Closed Circuit Television Surveillance**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

**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 or Peregrine 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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **'Training Review Committee**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

During the current negotiations the parties discussed the subject of industrial plant security training at the General Motors of Canada and Peregrine 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.

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,

**Mark R. Hellmich**  
Senior Vice-president  
Pinkerton's of Canada Limited

## **INSPECTION OF LOCKERS**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **BACKFILLING FOR EMPLOYEES ON EXTENDED DISABILITY BENEFITS (EDB)**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

Where the Employer has backfilled with an SSO for an employee who is absent on EDB, the employer will cease to backfill that position with an SSO and where necessary, will replace the SSO with a PSO for that purpose when the employee in question has been absent on S & A and EDB for a period of twelve (12) months, from the date of the occurrence giving rise to the EDB.

Yours very truly,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **HOLIDAY PAY - DISCIPLINARY ACTION**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited



## **WOODSTOCK**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

The Union representative at Woodstock has claimed that that location is undermanned. In an attempt to correct the situation, the employer will employ a PSO who will normally work thirty-two (32) hours per week, at that location. The Employer will make every effort to maintain the minimum-man rule in Woodstock, however, there may be occasions due to the unavailability of PSOs (by reason of vacation, leave or sickness) when the minimum-man rule cannot be observed.

Yours very truly,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of 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 Pinkerton's, 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 Pinkerton's.

Date:

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Paul St. Amour  
President and CEO  
Pinkerton's of Canada Limited

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John Clout  
National Representative  
CAW/TCA Canada

## **SUBSTANCE ABUSE**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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.

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Mark R. Hellmich  
Senior Vice-president

**MEMORANDUM OF UNDERSTANDING ON  
FULL TIME EMPLOYMENT**

It is the intention of the employer to employ regular full-time PSO's when the known requirements of our client (GMCL and Peregrine) are such as to reasonably allow us to regularly schedule those hours to be worked on an acceptable regular shift basis by a regular full-time employee. The local Union will cooperate with the employer's efforts.

Any claim by the union that excessive hours are being worked by part-time employees will be a matter for discussion between the National Union CAW and the Senior Vice-president of Pinkerton's of Canada Limited. The purposes of these discussions would be to employ full-time PSO's if the above conditions can be met. In the event that either party is not satisfied with the outcome of the discussions, the matter may be referred to arbitration.

Date:

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Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

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Bert Rovers  
National Representative  
CAW/TCA Canada

## SEXUAL HARASSMENT POLICY

The Employer and the Union recognize that each individual has the right to work in an atmosphere free from sexual harassment. Sexual harassment, whether verbal, physical or environmental, is offensive and degrading and it will not be tolerated.

For purposes of this agreement, sexual harassment is defined as:

One or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:

- (i) such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group; or
- (ii) submission to such conduct is made either implicitly or explicitly a condition of employment; or
- (iii) submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, increase in salary, job security and benefits affecting the employee); or
- (iv) such conduct has the purpose of the effect or interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Examples of conduct which could constitute sexual harassment include, but are not limited to: physical contact such as touching, patting or pinching; demands for sexual favours in exchange for favourable treatment in or in connection with employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, attire, sexual prowess, sexual preferences, sex life or sexual deficiencies; leering, whistling, obscene comments or gesture; display in the workplace of sexually suggestive objects or pictures.

This behaviour is unacceptable in the workplace itself and in other work-related settings.

The Employer encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behaviour is unwelcome.

Grievance under this clause will be handled with all possible confidentiality. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim.

## JOINT ANTI-HARASSMENT POLICY

1. Pinkerton's of Canada Limited. ("POCL") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.-Canada) ("C.A.W.") 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. POCL and the C.A.W. encourage reporting of all incidents of harassment, regardless of whom the offender may be.

2. The purposes of this policy are:
  - a. to maintain a working environment that is free from harassment;
  - b. to alert all those working for POCL to the fact that harassment in the workplace is an offence under the law;
  - c. to set out the types of behaviour that may be considered offensive; and
  - d. to establish a mechanism for receiving complaints of harassment and to provide a procedure by which POCL and the C.A.W. will deal with these complaints.
3. For the purposes of this policy "*sexual harassment*" is defined as:

One or a series of incidents involving unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- a. such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
  - b. submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, increase in salary, job security and benefits affecting the employee); or
  - c. such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
4. Sexual harassment most commonly occurs in the form of behaviour by men towards women; however, harassment can also occur between men, between women, or as behaviour by women towards men.
  5. For the purposes of this policy, "*harassment on a prohibited ground*" is defined as:

One or a series of incidents involving unwelcome advances, requests or favors, or other verbal or physical conduct of a discriminatory nature:

- a. when submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security and benefits affecting the employee); or
- b. when such conduct creates an offensive, intimidating or hostile work environment or interferes with the job performance; or
- c. when such conduct might reasonably be expected to cause insecurity, discomfort, offense, or humiliation to another person or group.

Harassment on a prohibited ground includes sexual harassment.

6. For the purposes of this policy, "***prohibited ground***" includes but is not limited to race, national or ethnic origin, ancestry or place of origin, creed, colour, religion, age, sex, sexual orientation, marital or civil status, family status and disability.
7. Examples of prohibited conduct include:
  - e sexist, racial, religious, ethnic jokes that cause awkwardness or embarrassment
  - e display of sexually offensive material
  - e derogatory or patronizing name calling such as "honey"
  - e sexually suggestive or obscene comments or gestures
  - e comments about a person's looks, appearance, body, etc.
  - e unwelcome inquiries or comments about a person's sex life
  - e sexual looks, such as leering and ogling with suggestive overtones
  - e offensive sexual flirtations, advances and propositions
  - e persistent unwanted contact or attention after the end of a consensual relationship
  - e unwanted touching, patting or pinching
  - e verbal threats or abuse
  - e sexual assault
8. Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.
9. For the purposes of this policy, retaliation against an individual
  - a. for having invoked this policy (whether on behalf of oneself or another individual); or
  - b. for having participated or cooperated in any investigation under this policy; or

- c. for having been associated with a person who has invoked this policy or participated in these procedures will be treated as harassment.
10. For the purposes of this policy "employment-related harassment" means harassment by an employee of POCL which occurs
- a. in the working environment, or
  - b. anywhere else as a result of employment responsibilities or employment relationships.

### RESPONSIBILITIES

11. Management and the C.A.W. are responsible for the following:
- a. discouraging and preventing employment-related harassment. This is a continuing responsibility, whether or not formal written complaints of harassment have been brought to the attention of management;
  - b. investigating every formal written complaint of sexual harassment;
  - c. doing all in their power to support and assist any employee who complains of harassment by a person who is not an employee of POCL;
  - d. providing advice and support to persons who are subjected to harassment;
  - e. regularly reviewing the procedures of this policy to ensure that they adequately meet the policy objectives;
  - f. making all employees of POCL aware of the problem of harassment and the existence of the procedures available under this policy; and
  - g. appointing two (2) members of management in the case of POCL and two (2) employees, in the case of the C.A.W. as Advisors and providing the training and resources for them to fulfil their responsibilities under this policy.
12. In addition to the above, Management is responsible for:
- a. maintaining records as required by this policy;
  - b. imposing appropriate disciplinary measures, when a complaint of employment-related harassment is found to have been substantiated, regardless of the status of the offender; and



- c. where a complaint of harassment is made against a third party, POCL will be solely responsible for notifying the third party of the allegations and questioning all non-employees, following which POCL shall share its findings with the C.A.W.
13. Every employee has a responsibility to play a part in ensuring that the working environment is free from harassment. This responsibility is to be discharged by avoidance of any conduct which might constitute harassment. In addition, any employee who believes that a colleague has experienced or is experiencing harassment, or retaliation for having brought forward a complaint of harassment, is encouraged to notify one of the Advisors appointed under this policy.

#### CONFIDENTIALITY

14. POCL and the C.A.W. understand that it is difficult to come forward with a complaint of harassment and recognize a complainant's interest in keeping the matter confidential.
15. To protect the interests of the complainant, the person complained against and any others who may report incidents of harassment, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.
16. All records of complaints, including contents of meetings, interviews, results of investigations and other relevant material will be kept confidential by POCL and the C.A.W., except where disclosure is required by a disciplinary or other remedial process.

#### DUTIES OF ADVISORS

17. In carrying out their duties under this policy, Advisors will be directly responsible to upper management and the Union, more particularly, the local Chairperson.
18. POCL and the C.A.W. will arrange for the Advisors to receive appropriate initial and continuing training as well as other institutional support and assistance for carrying out their responsibilities under this policy.

#### PROCEDURE

19. A person who considers that she or he has been subjected to harassment (or retaliation for having brought forward a complaint of harassment) is encouraged to bring the matter to the attention of the person responsible for the conduct, verbally or in writing.

For convenience, a person who considers that she or he has been subjected to harassment (or retaliation for having brought forward a complaint of harassment) is hereinafter referred to as the "complainant" even though that individual may not lay a formal written complaint.

20. Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the complainant should seek the advice of the appropriate Employer or union personnel, where practicable.
21. The appropriate Employer or union representative will advise the complainant of:
  - a. the right to lay a formal written complaint under this policy when the alleged harasser is an employee of POCL;
  - b. the availability of counseling and other support services provided by POCL and C.A.W.;
  - c. the right to be represented by a Union representative or other person of choice at any stage of the process when the complainant is required or entitled to be present; and
  - d. the right to withdraw from any further action in connection with the complaint at any stage (even though POCL and/or C.A.W. may continue to investigate the complaint jointly or severally, as the case may be).
22. Where the alleged harasser is an employee of POCL, there are three possible outcomes to a meeting or telephone consultation, as the case may be, between a complainant and Advisor(s):
  - a. ***Where the complainant and Advisor(s) agree that the conduct does not constitute harassment.***

If the complainant and the Advisor(s), after discussing the matter, agree that the conduct in question does not constitute harassment as defined in this policy, the Advisor(s) will take no further action and will make no record in any file.
  - b. ***Where the complainant brings evidence of harassment but does not wish to lay a formal written complaint.***

It may happen that a Complainant (or a third party) brings to the attention of the Advisor(s) facts which constitute *prima facie* evidence of harassment but, after discussion with the Advisor(s), the complainant decides not to lay a formal written complaint.

In some cases, the complainant may not wish any further action whatsoever to be taken. In other such cases, the complainant may wish the Advisor(s) to speak to the person whose conduct has caused offence.

In all such cases, the Advisor(s), having received *prima facie* evidence of harassment, must decide whether or not to lay a formal written complaint (even if the decision is contrary to the wishes of the complainant).

Where the Advisor(s) decide(s) that the laying of a formal written complaint would not be appropriate, the Advisor(s) will make no record in any file unless the Advisor(s) decide(s) to speak to the person whose conduct has caused the offence, in which case the Advisor(s) will keep a written record of what the Advisor(s) said to that person.

Where the Advisor(s) decide(s) that the evidence and the surrounding circumstances are such as to require the laying of a formal written complaint, the Advisor(s) will

- a. issue a formal written complaint signed by the Advisor(s);
- b. provide copies of the complaint, without delay, to the person against whom the complaint is laid and to the person who was the subject of the alleged harassment; and
- c. without delay, file the complaint with management and the Union.

23. *Where the complainant decides to lay formal written complaint.*

If the complainant, after speaking with the Advisor(s), decides to lay a formal complaint, including the situation where the Advisor(s) is of the opinion the conduct in question does not constitute harassment as defined in this policy, the Advisor(s) will

- a. assist the Complainant to draft a formal written complaint which must be signed by the complainant;
- b. give copies of the complaint, without delay, to the person against whom the complaint is laid and to the complainant; and
- c. without delay, file the complaint with management and the Union.

24. Where the Advisor(s) give(s) a copy of the complaint to the person against whom the complaint is laid, the Advisor(s) will include with the complaint a copy of this policy and a notice that the person has the right to be represented by a Union representative at any stage of the process when the person against whom the claim is laid is required or entitled to be present.

25. Where the complainant decides to lay a formal written complaint, the Advisor(s) may, if the complainant consents, seek a meeting with the person against whom the complaint is laid with a view to obtaining an apology or such other resolution as will satisfy the complainant.

#### INVESTIGATION

26. Upon receipt of a formal written complaint, the local Chairperson and the Vice-president Operations will determine if the complaint requires a special investigative team comprised of both a management and a Union representative appointed by POCL and the Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one (1) woman. Advisors will not undertake such investigations.
27. A formal investigation of the Complaint will then begin. It may include interviewing the alleged harasser, witnesses, and other persons named in the complaint. Any related documents may also be reviewed.

#### RESOLUTION

28. The joint investigators will then complete a report on the findings of the investigation and a copy of the completed report will be forwarded to the local Chairperson and the Vice-President Operations who will make a determination on appropriate resolution. The Vice-president Operations and the local Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of this policy.
29. At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure, it may be referred to arbitration in accordance with the provisions of the Collective Agreement.
30. The pursuit of frivolous allegations through this policy has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

#### PROCEDURE WHERE A PERSON BELIEVES THAT A COLLEAGUE HAS BEEN HARASSED

31. Where a person believes that a colleague has experienced or is experiencing harassment (or retaliation for having brought forward a complaint of harassment) and reports this belief to a supervisor, manager or Union representative, the supervisor, manager or Union

representative shall refer the matter to an Advisor who will then proceed in accordance with paragraph 22.

#### HARASSMENT BY PERSONS WHO ARE NOT EMPLOYEES OF POCL

32. An employee who considers that she or he has been subjected to harassment by a person who is not an employee of POCL should seek the advice of an Advisor.
33. The Advisors will take whatever action is necessary to ensure that POCL and the C.A.W. fulfil their responsibilities to support and assist the person subjected to such harassment.

#### CONCLUSION

34. POCL and the C.A.W. have developed this policy because all employees of POCL have the right to work in an environment free from harassment. All formal written complaints received under this policy will be thoroughly investigated.
35. This procedure in no way precludes the complainant's right to seek action under the *Ontario Human Rights Code*. However, both the C.A.W. and POCL urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.
36. Any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint shall be shared equally by the C.A.W. and POCL. Where there is a mutually acceptable resolution, the C.A.W. agrees that grievances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the National Union C.A.W. and written confirmation of such concurrence to the Senior Vice-president.

## **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. The pursuit of frivolous concerns through this policy has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.
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 Senior Vice-president 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. Except in Oshawa, there shall be a Joint Health and Safety Committee (the "Joint Committee") for each Bargaining Unit. In Oshawa, there shall be a Joint Committee for each of the two (2) locations.
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 ("POCL member(s)") on each Joint Committee. All members shall be actively employed. Worker members shall be appointed or elected by the Union and POCL members shall be appointed by the Employer.

6. There shall be two (2) Co-Chairpersons on each Joint Committee, one (1) from among the POCL 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 as defined by the Joint Committee. The Joint Committee shall also receive prompt notification of any employee fatalities or critical injuries resulting from work-related accidents to any security officer. When such events occur during the 2nd or 3rd shift, or at any time when a worker member is not present at the site, the Employer will endeavour to notify and inform a worker member of the facts, and arrange upon request 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*, 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 the date the Collective Agreement was signed.
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 Senior Vice-president 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.

**Application of Section III(6)(c)(I) of the Collective Agreement**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

This will confirm our joint understanding arrived at during negotiations as concerns the way in which Section III(6)(c)(I) 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.

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**Mark Hellmich**  
Senior Vice-president  
For the Employer

---

**Bert Rovers**  
National Representative  
For the Union

## **LETTER OF UNDERSTANDING REGARDING FOUNDRY CREDITS**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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 Pinkerton's 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 Pinkerton's 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,

David Voizard  
Vice-president of Finance  
Pinkerton's of Canada Limited

Accepted and Approved:

Jo-Ann Hannah  
National Representative  
National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-  
Canada)

## OCCUPATIONALLY DISABLED PENSION BENEFIT

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

David Voizard  
Vice-president of Finance  
Pinkerton's of Canada Limited

## **DRY-CLEANING AT OSHAWA LOCATIONS**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

## **Banked Overtime**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

Mark R. Hellmich  
Senior Vice-president  
Pinkerton's of Canada Limited

**GM RETIREMENT BENEFIT**

Mr. Bert Rovers  
National Representative  
CAW/TCA Canada  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Rovers:

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,

David Voizard  
Vice-president of Finance  
Pinkerton's of Canada Limited





**PINKERTON"**  
**SECURITY &  
INVESTIGATION  
SERVICES**

**Sandra Guttman**  
Legal Counsel

**Pinkerton's of Canada Limited**  
1400 Blair Place  
Suite 606  
Gloucester (Ontario)  
Canada K1J 9B8  
Tel.: (613) 745-7554  
Fax: (613) 745-6483

October 27, 1997

Nicolas Prince  
Workplace Information Directorate  
Collection of Agreements Unit  
Labour Branch  
Human Resources Development Canada  
Hull, Quebec  
K1A 0J2

Dear sir:

**Re: Collective agreement between PINKERTON'S OF CANADA LIMITED and CAW-CANADA**  
**Effective date: 28 May 97, Expiration date: 31 Mar 00**

As per your request, please find enclosed a photocopy of the letter you forwarded to my attention regarding the above, and on which I provide you with the number of female and male that are covered by the agreement.

Also find enclosed a diskette which contains our Master collective agreement along with the appendices (A, B and C) and the table of contents which are in Microsoft Word for Windows 95 Version 7.0 format, and our local agreements which are in WordPerfect 6.1 format.

Should you have any questions relating to the above, you can reach me at (613) 745-7554 or fax me at (613) 745-6483.

Yours truly,

PINKERTON'S OF CANADA LIMITED

Sandra Guttman  
Legal Counsel

OCT 31 1997

Encls



**TOTALLY INTEGRATED RESOURCES PROTECTION**  
**SERVING CANADA FROM COAST TO COAST**

**PINKERTON'S  
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**

Pinkerton's 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 Pinkerton's 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. Dural on 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;
- (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 Pinkerton's 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.

**PINKERTON'S  
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. Pinkerton's 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 Pinkerton's 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 Pinkerton's 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 Pinkerton's 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 (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) 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 Pinkerton's of Canada Limited.
5. **"Facility"** means any site at which the Employer provides security services either to General Motors or to Peregrine Windsor Inc. or Peregrine Oshawa Inc.
6. **"Layoff Benefit"** means benefits payable under the Pinkerton's 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.

**PINKERTON'S  
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. Pinkerton's 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 Pinkerton's 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 Pinkerton's 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 Pinkerton's Retirement Program for G.M. Site Employees (hereinafter called the "Pension Plan");
  - (f) has been laid-off as defined in Article 111;
  - (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%	\$28,500.00
6	77%	\$29,300.00
7	79%	\$30,000.00
8	81%	\$30,800.00
9	83%	\$31,500.00
10	85%	\$32,300.00
11	87%	\$33,000.00
12	89%	\$33,800.00
13	91%	\$34,600.00
14	93%	\$35,300.00
15	95%	\$36,100.00
16	100%	\$38,000.00
17	105%	\$39,900.00
18	110%	\$41,800.00
19	115%	\$43,700.00
20	120%	\$45,600.00
21	125%	\$47,500.00

22	130%	\$49,400.00
23	135%	\$51,300.00
24	140%	\$53,200.00
25 & over	145%	\$55,100.00

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.

## **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**

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 Pinkerton's of Canada Limited.
7. **"Facility"** means any site at which the Employer provides security services either to G.M. or Peregrine Windsor Inc. or Peregrine Oshawa Inc..
8. **"Layoff Benefit"** means benefits payable under the Pinkerton's 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.