

**MASTER AGREEMENT**

**BETWEEN**

**SECURITAS CANADA LIMITED**

**AND**

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

**LOCAL 195**

**LOCAL 199**

**LOCAL 1090**

**LOCAL 2163**

**DATED March 27, 2003**

**RECEIVED**  
**SEP 10 2004**

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## PREFACE

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

**This Agreement**

ENTERED into this March 27, 2003

BETWEEN

SECURITAS CANADA LIMITED ("EMPLOYER")

AND

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

Local No. 195  
Local No. 199  
Local No. 1090  
Local No. 2163

WITNESSETH:

*Shelley Lester March 27, 2003*

*H. Mark 3.27.03*

*[Signature] March 27, 2003*

*Kristen Berlenbach 03.27.03.*

*Benny [Signature] 3/27/03*

*[Signature] 3/27/03*

*John [Signature] 3/27/03*

*[Signature]*

*[Signature] 3/27/03*

*[Signature] 3.27.03*

*Gary Beader 3/27/03  
LOCAL 199.*

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**SECTION I**  
**PURPOSE OF AGREEMENT**

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

**SECTION II**  
**DEFINITION**

- (2) The word "employee" as used in this Agreement means any hourly rated security officer employed by the Employer protecting the property of the Employer's clients, General Motors of Canada and General Dynamics Land Systems-Canada ("GDLS"), (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
  - (b) Transmission Plant, Windsor
  - (c) Engine and Components Plant, St. Catharines
  - (d) Diesel Division London, General Dynamics Land Systems, London
  - (e) National Parts Distribution Centre, Woodstock

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

### SECTION III RECOGNITION

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



- The total compensation for an SSO hired under the provisions of this program will be as follows:
  - (1) An SSO will be paid for hours worked as set out in the wage schedule: and
  - (2) An SSO will be compensated at time and one-half for all hours worked over forty (40) per work week and with the exception of twelve (12) hour shifts after eight (8) hours in any day. An SSO is entitled to afternoon and night shift premiums.
- An SSO will not be entitled to any other wages, payments or benefits except as may be required by law.
- An SSO will be subject to Section VI (Union Security and Check-off of Union membership dues) of the Master Agreement in the same manner as other covered employees.
- Subject to the right of any PSO with seniority who is on layoff and who is willing and capable to perform the work being offered, an SSO will be granted preferential hiring rights in the event of an opening for a regular full-time employee (PSO) position in accordance with their date of hire subject to the SSO's acceptance. 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.

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

**(7) Vacation Replacements**

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

- (8)** Vacation replacements will be paid the entry level rate of an SSO and will have deducted from their wages regular union dues in any month in accordance with the Constitution and Bylaws of the Union.

**SECTION IV**  
**MANAGEMENT RIGHTS**

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

## 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 GDLS 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, and GDLS, 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 GDLS 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, GDLS or the Crown in disciplinary hearings or court proceedings that raise the issue of the conduct of GM or GDLS 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, GDLS 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 GDLS employees represented by the Union, which services may include but are not limited to the protection of GM's or GDLS's property, denial of access to striking employees, and reporting, recording and filming of the activities engaged in by the striking GM or GDLS employees, represented by the Union.
- f) Such reports, recordings and films may be used by GM, GDLS 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, GDLS 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 GDLS 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 GDLS facilities will act so as to allow for and facilitate the performance by the officers of their duties during a strike or lock-out of employees at any one of the facilities. More specifically, the Union and its members, individually and collectively, hereby confirm that the officers will not honour any picket line established by *such* other employees unless and until the officers are authorized to engage in a legal strike under the provisions of the Labour Relations Act
- h) The Union recognizes that as employer of the officers, it is the exclusive function of the members of management of the Employer to manage its business and to direct the officers it employs, subject only to the provisions of the Collective Agreement. The Union agrees that problems, concerns or disagreements arising from the day-to-day operations of the security services at the GM and GDLS plants ought not to be discussed by security officers or union officials with GM or GDLS 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 GDLS regarding the Employer's operations.
- i) The Employer's General Manager and the Union's National Representative will convene joint meetings wherein the parties' commitment to eliminate potential conflict of interest will be reaffirmed. Should problems arise where the Employer's management believes security officers' performance has been compromised by CAW membership, meetings will be promptly held to resolve the matter.
- j) For the purposes of the above, GM and GDLS shall include any successor employer within the meaning of section 69 of the Labour *Relations Act* to whom either GM or GDLS 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 seven (7) days following the effective date of this Agreement or within seven (7) days following employment, whichever is later and shall remain a member of the Union to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union.
- (b) During the life of this Agreement the Employer agrees to deduct, as hereinafter provided, an initiation fee and monthly membership dues uniformly levied against all Union members from the pay of its employees who are or become Union members.
- (c) Union membership dues deducted in any month shall be the dues for the month in which the deduction is made, with the exception of deductions made in accordance with Paragraph(15)(e), (15)(h) and (15)(j) below or as otherwise agreed to.
- (d) For the purposes of this Section, Union dues shall be the amount of monthly dues uniformly levied by the Union on its members in accordance with its Constitution and By-Laws. Union initiation fees shall be an amount not in excess of the maximum prescribed by the Constitution of the National Union at the time the employee becomes a member.
- (e) For new employees hired on or after the effective date of this Agreement and for probationary employees, the first deduction for membership dues and an initiation fee shall be made in the month an employee becomes a member of the Union as provided in Paragraph(15)(a) above. Such deduction shall cover membership dues for the month in which the deduction is made. Thereafter, Union membership dues for each succeeding month shall be deducted from the employee's first pay received in that month in which the employee has sufficient net earnings to cover Union membership dues, or in a manner agreed upon with the Union. If in any month full dues are not deducted, the Employer and the Union may agree upon an orderly manner of collection in the succeeding month or months.
- (f) The Employer shall have no responsibility for collection of membership dues under this Agreement for any month prior to the month in which the first membership dues deduction is made for a particular employee under this Agreement except as provided in Paragraph(15)(e) above.
- (g) Deductions will be made only after any and all other claims against the employee's pay have been satisfied. No deduction will be made from the pay due a deceased or separated employee. If an employee does not have sufficient net earnings in any pay in a month to permit deduction, the Employer will have no responsibility for collection for that month except as provided in Paragraph(15)(e) above or in Paragraph(15)(h) below.

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

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

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

- (i) The Financial Secretary of the Local Union will advise the Employer through its designated representative, by letter, not later than the fifth (5th) day of the month following the effective date of this Agreement, of the amount of monthly Union dues uniformly levied on each of its members for the month. Thereafter, in the event of any change in this amount the Financial Secretary will in the same manner advise the Employer of the change not later than the twentieth (20th) day of the month prior to the month in which the change is to become effective.

- (j) Deductions for an employee who is laid off, given leave of absence or transferred from the Bargaining Unit shall be automatically resumed upon the employee's reinstatement following such layoff, leave of absence or transfer from the Bargaining Unit, from the employee's first pay received in which the employee has sufficient net earnings to cover Union membership dues provided that a deduction for Union membership dues has not been made for the month in which the employee is reinstated.

- (k) The Local Union will file with the Employer a voucher signature of its Financial Secretary and or a person or persons authorized to negotiate the monthly cheques for the Union. Dues deductions shall be remitted to the designated financial officer of the Local Union once each month within twenty (20) days after the first regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month.

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

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

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

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



**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	6
London	3 GM and 2 GDLS
St. Catharines	6
Windsor Transmission	3
Woodstock	3

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

**(17)** No employee shall serve as a committeeperson while on leave of absence or layoff.

**(18)** The names of the committeepersons and the Chairperson of the committee will be given to the Employer in writing signed by the President of the Local.

**(19)** Subject to operational requirements, Committeepersons will be permitted to leave their work remaining on site for the purpose of investigating and adjusting grievances in accordance with the Grievance Procedure or other legitimate representation functions and for reporting to grievors changes in the status of their individual grievances, after reporting to their respective Supervisors specifying to them the purpose of their activity.

**(20)** Whenever, in the opinion of the Employer, more than a reasonable period of time is being taken by the Chairperson or a Committeeperson to accomplish the investigation and adjustment of a grievance, the Employer may decline to approve payment for such period of time as it may consider to be excessive.

**(21)** The members of the bargaining committee, a maximum of 5, will be compensated for the time spent during regular working hours in negotiating for the renewal of a Master Agreement with the Employer.

**(22)** Each Committee Chairperson or designate will be allowed the following weekly paid time to administer the Collective Agreement. This paid time will be carried out on site or at the union hall (with management being notified prior to) on any shift. Shift premiums will be paid if the time is used on site. Woodstock and Windsor eight (8) hours. St. Catharines twenty (20) hours. Oshawa union business including Women's Advocate twenty-four (24) hours per week plus eight (8) hours a month, and sixteen (16) hours a year training. London four (4) hours per week benefits administration, plus twenty (20) hours per week, but if after November 30, 2003, GDLS is no longer a client, then (8) hours a week thereafter.

**(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 committee persons and alternate committee persons will be laid off and recalled in accordance with the terms of this Agreement. Notwithstanding the above, in the event of a reduction in force, the chair persons shall be deemed to have the greatest length of service in the Bargaining Unit.
- (25) The committee persons 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 committee person 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.
- (328) The Union and the Company agree to meet quarterly to discuss and resolve outstanding issues, including grievances. Each party will provide an agenda to the other prior to the meeting date.
- (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, subject to ~~the~~ preferential seniority provision contained in paragraph 24, providing those employees retained are capable of performing the work. The term "capable of performing" means more than capable of learning. It means capable of performing in a proficient manner with perhaps some break in, but without such prolonged or detailed training as to burden the Employer or cause undue loss of efficiency. Laid off employees will be recalled in length of service order.
- (c) In reducing the number of employees in the Bargaining Unit, probationary employees will be separated before any employees with established length of service are separated.
- (d) In the case of an indefinite layoff, only, and notwithstanding section III(6) of the collective agreement, a laid off PSO who is willing and capable of performing the required work may apply for any permanent vacancy in another bargaining unit for work at any location in priority to an SSO in the bargaining unit where the vacancy exists. In the event the permanently laid off PSO obtains the vacant post, his seniority in the bargaining unit to which he is transferred (other than for pension, vacation or benefit plan purposes), will commence the first day of the transfer. Should more than one (1) laid off PSO apply for a vacancy, the post will be awarded to the PSO with the earliest seniority date who is capable of performing the required work. Where there are any PSOs on indefinite layoff in any bargaining unit, notice of any vacancy will be posted for a period of five (5) working days, in each bargaining unit, in order to afford laid off PSOs the opportunity to apply for the vacancy.
- (e) Where there is an actual reduction of hours which would result in PSOs working less than twenty (20) hours per week for a continuous period of two (2) weeks or more, the Employer will lay off the affected PSOs in accordance with the collective agreement. A laid off PSO will be recalled when there is a known period of at least 32 hours per week available for a minimum period of two (2) continuous weeks. Seniority will be the governing factor for assignments of maximum hours (up to 40 hours).
- (f) Notwithstanding anything to the contrary herein, PSOs who are laid off as defined in the Layoff Benefit Plan shall not be entitled to the special payment at Section XIV(88), bereavement pay, jury duty pay or sick leave pay contained in Sections XVI(c), (d) and (g) respectively unless such entitlements were acquired prior to the date of layoff.
- (55)** The following provisions shall be applicable to Bargaining Unit employees transferred out of the Bargaining Unit:
- 1) An employee temporarily transferred and/or promoted to a non-represented job classification within the Plant Security Department for two (2) temporary periods not to exceed twelve (12) months in total during the life of the current agreement, shall continue to accrue length of service during such temporary transfers out of the Bargaining Unit. Temporary transfers exceeding two (2) temporary periods or twelve (12) months in total during the life of the current Agreement will result in the Officer's seniority being adjusted by the amount of the excess time spent out of the Bargaining

Unit. The Employer confirms that no SSO will be stepped-up at a location if a PSO at that location is on layoff. The Employer acknowledges that there are seniority employees who express interest in stepping up and such interest will be given due consideration.

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



**SECTION XI**  
**HOURS OF WORK AND OVERTIME**

- (56) The following paragraphs shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- (57) (a) The Union recognizes that the Employer has the right to implement one, ~~two~~ or three shift schedules and seven day operations. Any change in the established shift hours shall be first discussed with the Local Chairperson or designate. All existing shift schedules will remain in effect unless ~~otherwise~~ mutually agreed upon by the Employer and the Local Committee. Where the client dictates changes in coverage, the local parties shall jointly work to achieve scheduling amendments which meet, in a timely manner, client demands and the employer's operational requirements.
- (b) Notwithstanding the foregoing, within thirty (30) days of the ratification ~~of~~ this Agreement, each of the local chairpersons shall elect to either continue working shifts similar to those of others in the Bargaining Unit or to work straight day shift on a ~~five-day~~ operation (Monday to Friday) assignment. Such election will be in effect until April 15, 2004. At that time and on every April 15 thereafter, the chairperson may make a new election to be in effect during the following year. In the event a chairperson elects to work straight day shifts, it is ~~recognized~~ that the schedules of work of other employees may need to be adjusted to accommodate the change. The Employer shall not incur any additional ~~costs~~ to give effect to the exercise of a day ~~shift~~ preference by a chairperson.
- (58) For a seven (7) day operation, the normal work week shall consist of no more than 40 hours and a single shift shall consist of no more than 12 hours. For a five (5) day operation, the normal work week shall consist of no more than 40 hours and a single shift shall consist of no more than 8 hours.
- (59) (a) "Straight time ~~rate~~" as used in this Agreement means the employee's regular hourly rate for the employee's job classification.
- (b) "Time and one-half" as used in this Agreement means one and one-half (11/2) times the applicable straight time rate.
- (c) "Overtime" ~~as~~ used in this Agreement means any hours compensated at time and one-half or double time, ~~as the case~~ may be.
- (d) "double time" as used in this Agreement means ~~two~~ times the applicable straight time rate.
- (e) "Day" as used in this Section commences at 00:01 hours and concludes 23 hours and 59 minutes later.
- (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 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 workweek;

- (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 subject to PSO floaters who shall be paid on an hourly basis without pay equalization. Where PSO floaters work in excess of forty hours per week, he or she shall be entitled to overtime at the rate set out in paragraph 70(b). Where a PSO floater is scheduled to work a shift of eight (8) hours or more, such PSO shall only be entitled to daily overtime if he or she has worked hours in excess of the scheduled shift. The Employer and the Local Committee may agree on overtime equalization at any location from time to time.

(72) The Employer will maintain the following:

- (a) Oshawa 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) St. Catharines, three-man (PSO) minimum rule.
- (c) Windsor Transmission, one-man (PSO) minimum rule per shift;
- (d) London, one-man (PSO) minimum rule per shift at GM and one-man at GDLS.
- (e) 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 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.

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

**SECTION XII**  
**WAGES AND CLASSIFICATIONS**

- (73) The rates of pay for the PSO and for the SSO shall be as set forth in the wage schedule attached hereto.
- (74) All hourly employees shall be paid bi-weekly through direct deposit on a Thursday if the employee has an account with the Royal Bank of Canada to be accompanied by a detailed summary of earnings and deductions. 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**

	April 1, 2003	April 1, 2004	April 1, 2005
Entry level	18.91	19.43	19.82
After 6 months	20.03	20.58	20.99
After 1 year	21.16	21.74	22.17
After 18 months	22.28	22.89	23.35
After 2 years	25.99	26.70	27.23

One cent adjustments in the COLA shall become payable for each 0.067 for COLA payable on or after April 1, 2003.

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

**Shift Premium**

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

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

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

**S.S.O.**

Effective April 1, 2003 and for the duration of the Agreement SSOs will be paid as follows:

Effective April 1, 2003	-	<b>\$15.50</b>
Effective April 1, 2004	-	<b>\$15.75</b>
Effective April 1, 2005	-	<b>\$16.00</b>

For SSOs newly hired on or after April 1, 2003, the entry level shall be \$12.00. 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 April 1, 2003, 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:

#### 2003

April 18, 2003 – Good Friday  
April 21, 2003 – Day After Easter  
May 16, 2003 – Friday Preceding Victoria Day  
May 19, 2003 – Victoria Day  
June 27, 2003 – Friday Preceding Canada Day  
August 29, 2003 – Friday Preceding Labour Day  
September 1, 2003 – Labour Day  
October 10, 2003 – \*Friday Preceding Thanksgiving  
October 13, 2003 – Thanksgiving  
December 24, 2003  
December 25, 2003  
December 26, 2003  
December 29, 2003  
December 30, 2003  
December 31, 2003

\*For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday June 27, 2003 and Monday, June 30, 2003.

#### 2004

January 1, 2004  
January 2, 2004  
April 9, 2004 – Good Friday  
April 12, 2004 – Day After Easter  
May 21, 2004 – Friday Preceding Victoria Day  
May 24, 2004 – Victoria Day  
July 2, 2004 – Friday Following Canada Day  
September 3, 2004 – Friday Preceding Labour Day  
September 6, 2004 – Labour Day  
October 8, 2004 – \*Friday Preceding Thanksgiving  
October 11, 2004 – Thanksgiving  
December 24, 2004  
December 27, 2004  
December 28, 2004  
December 29, 2004  
December 30, 2004  
December 31, 2004

\*For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday, July 2, 2004 and Monday, July 5, 2004.

#### 2005

March 25, 2005 – Good Friday  
March 28, 2005 – Day After Easter  
May 20, 2005 – Friday Preceding Victoria Day  
May 23, 2005 – Victoria Day  
July 1, 2005 – Canada Day

September 2, 2005 – Friday Preceding Labour Day

September 5, 2005 – Labour Day

October 7, 2005 – \*Friday Preceding Thanksgiving

October 10, 2005 – Thanksgiving

For the National Parts Distribution Centre, Woodstock, Ontario, gets four-day Canada Day weekend instead of Thanksgiving, i.e. Friday, July 1, 2005 and Monday, July 4, 2005.

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

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

- (76)** An eligible employee shall be paid at the employee's straight time rate for eight (8) hours or 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. If an employee is unable to take lieu days within a twelvemonth period as a result of being on sick leave, worker's compensation or as a result of termination of employment for whatever reason, lieu days shall be paid out at the end of the twelve month period or on the effective date of termination, as the case may be. Where the employee cannot take a lieu day for any of the reasons listed in this paragraph, the employer shall pay the employee for the lieu day at the current rate. Where an employee fails to take a lieu day within the twelvemonth period, the employer shall pay the employee for said lieu day at the rate the lieu day was earned.
- (82) When a specified holiday falls during a period in which an eligible employee received jury duty pay, pursuant to §. 16 of this Agreement, and the employee is absent from work during his regularly scheduled work week because of such jury duty, the employee shall be paid for such holidays or take a paid day in lieu thereof at a later date at a time acceptable to the employer, within a period of time not exceeding twelve (12) months.
- (83) The Employer agrees to pay eligible employees who work the August Civic Holiday at time and one half.



SECTION XIV  
VACATIONS

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

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

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

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

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

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

<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

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

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

- (87) The expression "minimum hours" wherever used in this section shall mean a total of 1,000 hours in the vacation eligibility year which shall be the fifty two weeks immediately preceding the vacation eligibility date in that year. For purposes of calculating minimum hours worked, hours paid in connection with holidays not worked, authorized training, jury duty, bereavement leave and up to three months of paid sickness and accident leave (including accident leave compensated by Ontario Workers Compensation) shall be considered as hours worked.
- (88) Commencing April 1, 2003, and for the duration of this Agreement, eligible employees who have at least one year's seniority as of the vacation eligibility date and who have worked the minimum hours in the vacation eligibility year and retirees who retire during the vacation eligibility year will also receive a special payment of one thousand five hundred dollars (\$1,500). For those employees who have acquired seniority but with less than one year seniority as of the vacation eligibility date or have one year's seniority but have worked less than the minimum hours in the vacation eligibility year will receive a special payment of \$750. Such payment shall be paid on the first pay date after November 1 of the vacation eligibility year. Employees who have at least one year's seniority as of the vacation eligibility date and retirees who retire during the vacation eligibility year but have not worked the minimum hours will have their special payment reduced by the percentage outlined in paragraph (91).
- (89) Eligible employees who have at least one year's seniority as of the vacation eligibility date will also receive 36 hours of "floating vacation pay allowance" (hereinafter referred to as "F.H.") in the vacation eligibility year.
- (90) Vacation pay allowance and F.H. will be paid in the form of "paid time off during the calendar year which encompasses the vacation eligibility date. Such paid time off must be approved by the Employer and must be taken by the employee in increments of eight hours (one day), unless a lower amount of hours is approved by the Employer or a lower amount of hours is required to complete the employee's vacation pay allowance for the year. Any vacation pay allowance or F.H. not taken by the employee by December 31 which follows the vacation eligibility date will be forfeited by the employee.

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

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

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

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

- (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 current straight time rate of pay. The shift premium that an employee would have earned for the time that he would have been scheduled to work had he not been on vacation will ~~be~~ added to the base rate for the period while on vacation.

SECTION XV  
WELFARE BENEFITS

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

- Appendix "A": Layoff Benefit Plan
- Appendix "B": Income Continuation Plan
- Appendix "C": Service Termination Plan

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

**SECTION XVI**  
**LEAVES OF ABSENCE**

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

(a) Leave of absence for personal reasons

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

(b) Leave of absence for union purposes

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

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

(c) Bereavement leave of absence

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

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

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

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

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

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

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

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

**(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, parental, Emergency and/or adoption leave**

In accordance with applicable legislation.

(g) **Sick Leave**

- (i) The Employer will grant in writing a leave of absence without pay for legitimate cases of illness or accident. The Employer may grant leaves of absence for the purpose of rehabilitation for employees affected by illness caused by alcoholism or drug addiction. The Employer may require the employee to furnish a doctor's certificate.
- (ii) In lieu of paid sick leave, the Employer will pay at the end of the next payroll period following ratification, April 1, 2004 and April 1, 2005, 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 GDLS 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.
- (3) Notices of Union meetings
- (5) Notices concerning bonafide Union activities such as: Cooperatives, Credit Unions, and Unemployment Compensation information.
- (6) Other notices concerning Union affairs which are not political or controversial in nature.

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



**SECTION XVIII**

**UNIFORMS**

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

**UNIFORM ORDERING PROCESS**

PSO Entitlement: Year one: \$1,100.00 Year two: \$ 600.00 Year three: \$ 600.00

SSO Entitlement: Year one: \$ 800.00 Year two: \$ 400.00 Year three: \$ 400.00

			<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	
<b>Item</b>	<b>Price</b>	<b>Quantity</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	
Shirt	29.00					
Pants &/or Shorts	52.00					
Coverall	48.00					
Parka/2/1	195.00					
Raincoat	115.00					
Gloves	12.00					
Belt	40.00					
Toques	5.00					
Sweater	45.00					
Black boot midnite	120.00					
Black boot stealth	140.00					
Shoes	105.00					
Waterproof boot	118.00					
Sweater w lining	118.00					
Dickey	10.00					
Rain Pants	80.00					
Summer hat	100.00					
Spring jacket	118.00					
<b>Total</b>						
<b>Total PSO</b>			<b>&lt;1,100</b>	<b>&lt;600</b>	<b>&lt;600</b>	<b>&lt;2300</b>
<b>Total SSO</b>			<b>&lt;800</b>	<b>&lt;400</b>	<b>&lt;400</b>	<b>&lt;1600</b>

Note: Add four (4) Parkas per Agreement for St. Catherines. Jacket, parka, summer hat, and raincoat are a once per three year issue. Officers may order any quantity of any item but must stay within the yearly threshold. The manufacturer will attend the Windsor, London and Woodstock location for a full eight-hour day in June of each year to provide sizing. St. Catharines and Oshawa will be visited two consecutive days. A sizing chart will be supplied for employees who do not wish to be personally sized or who cannot attend the sizing days and samples of all items will be at each location.

The Company reserves the right to require the return all uniforms upon cessation of employment. The yearly issue date shall be October 1 of each year. Any unused portion may be carried forward to the next year.

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

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

SECTION **XIX**  
EMPLOYEE ACCESS

- (100) Personnel Files  
An employee shall be granted access to his/her personnel file on demand at a convenient time and, if the employee wishes, in the presence of a Union representative, without pay.
  
- (101) Report on Physical Examination  
A report of physical examination and any laboratory tests made by physicians acting for the Employer will be given to the personal physician of the individual employee involved upon the written request of the employee.

SECTION XX  
LEGAL PROTECTION

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

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

## SECTION XXI

### PROTECTIONS AVAILABLE IN CASES OF CLOSURE

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

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

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



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

## SECTION XXII

### GENERAL

- (130) All employees must notify the Employer of his or her present address and telephone number on the forms supplied by the Employer. The Employer can rely on such information for all notices required to be given to such employee.
- (131) No provisions of this Agreement shall have any effect prior to the date thereof unless otherwise specifically stated herein.
- (132) In the event of any conflict between the provisions of this Agreement and the provisions of any Agreement between the Employer and the Local Union, whether or not the National Union is a signatory or party to such Agreement, the provisions of this Agreement shall prevail. In addition in the event of any conflict between the provisions of this Agreement and a provision of an existing law at the time of signature of this Agreement, the provisions of such law and not of the Agreement shall be applicable to all affected employees. In no event shall an employee receive less than as provided by this Agreement.
- (133) By agreement between the parties, special problems or areas of mutual concern will be discussed during the life of this Agreement. Amendments may be introduced to this Agreement by mutual consent and will carry the same weight as provisions previously agreed to by the parties at formal negotiation sessions.
- (134) This agreement shall become effective on the first day following the date on which the Employer receives satisfactory notice from the Union that the Agreement has been ratified by the Union membership. This Agreement dated April 1, 2003 shall continue in full force and effect until 11:59 p.m., on March 31, 2006, when it shall automatically terminate.
- (135) Simultaneously with the execution of this Agreement the Employer and the Local Unions have entered into the following identified Supplemental Agreements, each and all of which are made a part of this Agreement.
- (136) The cost of printing and distributing this Collective Agreement shall be paid by the Employer. The Employer shall print this Collective Agreement on 8.5 X 11 paper and provide one copy to each employee, and any new hire, plus an additional 50 copies to the union.
- (137) The Employer and the Union shall exchange, in writing, on or before February 15, 2006 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, 2006. 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, 2006 termination date of this Agreement.
- (138) As soon as practicable following an employee becoming a member of one of the bargaining units in respect of which the Union possesses bargaining rights, the Employer will provide to the Local Union the employee's name, address and the date the employee became a member of such bargaining unit.
- (139) The Employer shall pay for all guard licensing fees and renewals for all employees.

- (140) Where an employee is required to work for four (4) hours or more of overtime before or after a normal scheduled shift, the Employer shall provide the employee ~~with~~ a non-taxable meal allowance of \$15.00 by way of payroll adjustment on the employee's next scheduled pay.
- (141) Each local chairperson shall be supplied with a local list of all hours worked by each individual SSO and or Float PSO after each pay period.
- (142) The Employer agrees that it will pay the cost of twenty-four (24) hours of human rights training for existing PSOs over the term ~~of~~ the Master Agreement delivered by Union trainers. The scheduling of the training must comply with the Employers requirements.
- (143) The Employer agrees that it will make an ~~internet-access~~ terminal available to members of the joint health and safety committee at each location during the monthly meetings.
- (144) The Employer agrees that it will reimburse the ~~cost~~ of hepatitis shots to any SSO who receives one.
- (145) The Employer agrees that no employee scheduled off on a weekend will be required to participate in training on a weekend, that there will be no loss of premium when training occurs on a ~~day~~ shift and that training (exclusive of human rights training) will be delivered in 40-hour blocks of time.

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

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

Securitas Canada Limited

## **NON-DISCRIMINATION IN EMPLOYMENT**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

The policy of the Employer is to extend these opportunities to qualified applicants and employees on a nondiscriminatory 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 nondiscrimination.

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

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

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

## **STATEMENT OF HUMAN RIGHTS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

**FUNDS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

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

Legal: ten cents for each straight time hour worked by a PSO seniority employee. The Employer Agrees to make a ~~one-time~~ payment of \$10,000.00 in the event that the Legal Fund ~~becomes~~ depleted over the course of the Agreement.

Yours very truly,

Ron Fiesher  
General Manager  
Securitas Canada Limited

**SIGNING BONUS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

In the second pay period following the ratification of this Agreement by the union, the employer will pay by way of separate cheque a onetime bonus of \$1,200.00 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 onetime bonus of \$500.00 to each employee who was an SSO as of the date of ratification.

Yours very truly,

Ron Flasher  
General Manager  
Securitas Canada Limited



## **RECORD STORAGE FOR CHAIRPERSON**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

An appropriate location necessarily depends on the existing availability of space and requirements of GMCL and GDLS. Subject to GMCL or GDLS 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,

Ron Flesher  
General Manager  
Securitas Canada Limited

CLOSED CIRCUIT TELEVISION SURVEILLANCE

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

As long as and insofar as closed circuit television surveillance is performed by the Employer on site for the purpose of monitoring, at their request, **GMCL** or **GDLS** 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,

Ron Flesher  
General Manager  
Securitas Canada Limited

## TRAINING REVIEW COMMITTEE

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

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

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

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

## **INSPECTION OF LOCKERS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

**HOLIDAY PAY - DISCIPLINARY ACTION**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

## MEMORANDUM OF UNDERSTANDING CONCERNING SENIORITY

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

Date: March 31, 2003

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Ron Flesher  
General Manager  
Securitas Canada Limited

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Chris Hutnik  
National Representative  
CAW/TCA Canada

## **SUBSTANCE ABUSE**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

During negotiations the parties confirmed their joint conviction that it is important to provide assistance to employees afflicted with drug and alcohol dependence in order to find ways to motivate them to recognize their problems and seek such assistance as may be appropriate. The parties also confirmed their intention to cooperate 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.

Ron Flesher  
General Manager  
Securitas Canada Limited

**MEMORANDUM OF UNDERSTANDING ON  
FULL TIME EMPLOYMENT**

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

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

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

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

It is understood that the terms of this letter are subject to the letter on Temporary Full Time Positions.

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

Date:

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Ron Flesher  
General Manager  
Securitas Canada Limited

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Chris Hutník  
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. **Securitas** Canada Limited. ("Securitas") 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. Securitas 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 Securitas 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 Securitas 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:
  - sexist, racial, religious, ethnic jokes that cause awkwardness or embarrassment
  - display of sexually offensive material
  - derogatory or patronizing name calling such as "honey"
  - sexually suggestive or obscene comments or gestures
  - comments about a person's looks, appearance, body, etc.
  - unwelcome inquiries or comments about a person's sex life
  - sexual looks, such as leering and ogling with suggestive overtones
  - offensive sexual flirtations, advances and propositions
  - persistent unwanted contact or attention after the end of a consensual relationship
  - unwanted touching, patting or pinching
  - verbal threats or abuse
  - 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 **Securitas**;
  - 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 **Securitas** 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 **Securitas** 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, **Securitas** will be solely responsible for notifying the third party of the allegations and questioning all non-employees, following which **Securitas** 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. **Securitas** 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, interview, results of investigations and other relevant material will be kept confidential by **Securitas** 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. **Securitas** 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 **Securitas**;
- b. the availability of counseling and other support services provided by **Securitas** 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 **Securitas** 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 **Securitas**, 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 General Manager will determine if the complaint requires a special investigative team comprised of both a management and a Union representative appointed by Securitas 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 General Manager who will make a determination on appropriate resolution. The General Manager 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 IF A PERSON BELIEVES THAT A PERSON HAS BEEN HARASSED

- 31. Where a person believes that a colleague has experienced or is experiencing harassment (or is a witness to having someone 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 the Grievance Procedure.

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 Securitas should seek the advice of an Advisor.
- 33. The Advisors will take whatever action is necessary to ensure that Securitas and the C.A.W. fulfil their responsibilities to support and assist the person subjected to such harassment.

CONCLUSION

- 34. Securitas and the C.A.W. have developed this policy because all employees of Securitas 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 Securitas 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 Securitas. 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 General Manager.



## JOINT HEALTH AND SAFETY POLICY

### General

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

### Joint Health and Safety Committees

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

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

#### The Right to Refuse

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

#### No Disciplinary Action

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

Right to Accompany Inspectors

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

National Day of Mourning

- 0 22. Unless an emergency warrants otherwise, each year on April 28 at 11:00 a.m., work will stop and

one minute of silence will be observed in memory of workers killed or injured on the job.

Protective Clothing and Equipment

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

General

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

**APPLICATION OF SECTION III(6) OF THE COLLECTIVE AGREEMENT**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Ron Flesher  
General Manager  
Securitas Canada Limited

Chris Hutnik  
National Representative  
For the Union

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

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

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

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

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

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

Yours truly,

Jeff Stubbs  
Vice-president of Finance  
Securitas Canada Limited

Accepted and Approved:

Chris Hutnik  
National Representative  
National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada)

## OCCUPATIONALLY DISABLED PENSION BENEFIT

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Notes:

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

Yours truly,

Jeff Stubbs  
Vice-president of Finance  
Securitas Canada Limited

**DRY-CLEANING AT OSHAWA LOCATIONS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited



**BANKED OVERTIME**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

Where a PSO ~~works~~ overtime and ~~chooses~~ to bank such overtime hours worked, the Company will pay the PSO the applicable shift premium, if any, for the overtime hours worked on the next regular pay cheque as if the PSO had chosen not to bank said overtime. The banked overtime when taken will be paid out at the rate earned in all locations. Bank hours not used shall be paid out at the rate earned at the expiry of the collective agreement subject to any caps which may apply.

Yours very truly,

Ron Flesher  
General Manager  
Securitas Canada Limited

**GM RETIREMENT BENEFITS**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

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

Yours very truly,

Jeff Stubbs  
Vice-president of Finance  
Securitas Canada Limited

## **SPA WEEK**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

During the course of recent negotiations, the Union and the Employer mutually agreed to establish the provision of additional paid time off during the term of the next collective agreement, which will commence on April 1<sup>st</sup>, 2003, in the format of a "Special Paid Absence" for certain qualified employees represented by the Union.

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

The employer will provide all qualifying PSOs one week of Scheduled Paid Absences ("SPA Week") for each year between April 1, 2003 and March 31, 2006. For the purposes of this letter, a qualifying PSO ("PSO") is a PSO who will have at least one year of seniority as at April 1, 2003, April 1, 2004, or April 1, 2005, as applicable.

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

- PSO's will choose their SPA Week in order of seniority by site. A SPA Week will effectively be limited to a block of 40 consecutively scheduled hours.
- Once a particular week is chosen at a particular site, it may not be chosen by another PSO.
- SPA Weeks will not be granted during the months of July and August.
- SPA Week elections will be submitted to the Employer in writing on or before May 1, 2003 for the SPA week for the first year of this Agreement, and March 1, 2004 and March 1, 2005 for the second and third years of this Agreement. Once an election is made, it cannot be changed or exchanged with another employee.
- In the event that a PSO is off work on approved short-term disability or WSIB during the SPA Week that was elected, the PSO may choose an available replacement week in the year in which the SPA week may be taken. If a PSO is on lay-off status during the SPA week that was elected, an equivalent amount will be paid out at that time subject to laid-off eligibility requirements.

Ron Flesher  
General Manager  
Securitas Canada Limited

**VIOLENCE AGAINST WOMEN**

Mr. Chris Hutnik  
National Representative  
CAW/TCA Canada  
2346 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Mr. Hutnik:

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

Ron Flesher  
General Manager  
Securitas Canada Limited

Chris Hutnik  
National Representative  
CAW/TCA Canada

March 28, 2003

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

Dear Mr. Hutnik:

Re: Women's Advocate

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

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

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

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

Yours truly,

Ron Flesher, General Manager  
Securitas Canada Limited

March 28, 2003

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

Dear Mr. Hutnik:

**Re: Group RRSP**

This is to confirm that during the **course** of negotiating the renewal Master Agreement (April 1, 2003 – March 31, 2006), the employer agreed to establish a group registered retirement **savings** plan (“Group RRSP”) into which employees will be entitled to contribute personal amounts in accordance with the rules of the Group RRSP and the provisions of the *Income Tax Act*. For the purposes of establishing the Group RRSP, it is agreed that the employer’s Chief Financial Officer will meet with Mr. John Martene to review various matters associated with the Group RRSP. It is further agreed that the Group RRSP **will** be established by September 1, 2003.

**Yours** truly,

Ron Flesher, General Manager  
Securitas Canada **Limited**

## Temporary full time position

To qualify the following must apply:

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

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

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

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

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

### London GDLS

If additional officers are required at GDLS the Employer will temporarily promote SSOs until the status of the contract with GDLS is finalized. If the contract is extended then permanent PSO positions will be created and they will obtain all entitled benefits of lost time.

The following at each location will be the number of Float positions held.

Oshawa: 9 floaters      St Catharines: 9 floaters      Windsor: 1 floater  
Woodstock: 1 floater      London: 1 floater at Locomotive and 1 at GDLS

Ron Flesher  
General Manager  
Securitas Canada Limited

Chris Hutnik  
National Representative  
CAW/TCA Canada

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**Appendix A**

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

**(Effective • 1997)**

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

**ARTICLE I**

**ESTABLISHMENT OF THE PLAN**

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

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

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

## ARTICLE II

### ELIGIBILITY FOR BENEFITS

#### Section 1. Eligibility

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

such Employment Insurance Benefits but for one of the reasons listed in paragraph (b)(2) of section 2 of Article III.

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

## **Section 2. Service**

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

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

## **Section 3. Maternity Leave**

A P.S.O. commencing a maternity leave on or after the date of coming into force of this Plan shall not, while on such leave, be deemed, for the purposes of this Plan, to be on Layoff and shall not be entitled to Layoff Benefits for such period

of absence, but will be entitled to sickness and accident benefits in accordance with the terms of the applicable plan.

#### **Section 4. Parental Leave and Adoption Leave**

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

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

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

### **ARTICLE III**

#### **AMOUNT OF BENEFITS**

##### **Section 1. Layoff Benefits**

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

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

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

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

- (b) An otherwise eligible P.S.O. entitled to a reduced Layoff Benefit, as provided in subsection (c) of section 1 of Article II, because of ineligibility by reason of receipt of Employer sickness and accident benefits for part of the semi-monthly period and who does not receive any pay from the Employer for part of the semi-monthly period, will be entitled to a Benefit payment calculated as follows:

- (1) determine the amount of the applicable Benefit level for the semi-monthly period as provided under paragraphs (1) and (2) of subsection (a) of this section 1 (75% or 60% of Monthly Regular Straight Time Wages, divided by 2);
- (2) reduce the amount obtained under (1) above by an amount obtained by multiplying such Benefit level by a fraction, the

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

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

## **Section 2. Employment Insurance Benefits and Other Income**

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



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

Human Resources Development Canada, it would be contrary to the intent of the Plan and Human Resources Development Canada policy to make a deduction for an Employment Insurance Benefit in the calculation of the P.S.O. Layoff Benefit for the semi-monthly pay period.

### **Section 3. Adjustment of Layoff Benefit**

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

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

**Any** adjustment will be made promptly.

### **Section 4. Overpayments**

- (a) If the Employer determines that any amount paid under the Plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent amount payable under the Plan.

- (b) If an amount of any overpayment remains to be collected, or is initially determined to exist, subsequent to the period of Layoff involved, written notice of the amount of such overpayment will be mailed to the P.S.O. If the P.S.O. shall fail to return such amount of overpayment promptly, the amount of such overpayment shall be recovered by making a deduction from any future monies payable by the Employer to the P.S.O.

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

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

### **Section 6. Withholding Tax**

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

## **ARTICLE IV**

### **DURATION OF LAYOFF BENEFITS**

#### **Section 1. Duration for Initial Layoff Under Plan**

- (a) An eligible P.S.O. at Work on or after the date of the coming into force of this Plan and initially laid off after such date with less than ten (10) years

of Service (as defined under Article II, section 2 of this Plan) as of the first day of qualified Layoff, will be entitled to receive Layoff Benefits for one (1) semi-monthly period of Layoff for each two (2) full months of Service until the attainment of eighteen (18) months of Service, and to two (2) semi-monthly periods of Layoff for each two (2) full months of Service after the attainment of eighteen (18) months of Service, up to a maximum entitlement of Layoff Benefits for twenty-four (24) semi-monthly periods of Layoff.

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

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

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

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

which the CAW possessed bargaining rights as of the date of coming into force of the Plan, or when used in reference to G.M., means a Permanent Security Officer employed by G.M. prior to October 30, 1993.

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

between the Employer and the Union for any bargaining unit or units in respect of which the voluntary recognition agreement applies.

- (11) **"Work"** or **"at Work"** or **"Worked"** means receiving **pay** for regular hours scheduled by the Employer and worked as a P.S.O.

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**Appendix B**

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

**(Effective May 28, 1997)**

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

**ARTICLE I**

**ESTABLISHMENT OF THE PLAN**

1. Securitas of Canada Limited (hereinafter referred to as the "Employer") establishes this Income Continuation Plan (hereinafter referred to as the "Plan") for its Permanent Security Officers (hereinafter referred to as "P.S.O.s") represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals 195, 199, 1090 and 2163 (hereinafter referred to as the "CAW). The purpose of the Plan is to provide for the payment of Income Continuation Plan Benefits, subject to the terms, conditions and limitations contained in this Plan for P.S.O.s who are laid-off from the Employer on or after May 28, 1997.
  
2. The Plan replaces and supersedes any other income continuation plan established or offered by the Employer prior to May 28, 1997 (including the General Motors Income Continuation Plan for Salaried Employees in Canada that the Employer had agreed to apply starting October 30, 1993, as amended by the Employer from time to time (hereinafter referred to as the ("G.M. Plan") subject to the following: the G.M. Plan **will** apply to layoffs that began prior to May 28, 1997.

**ARTICLE II**

**ELIGIBILITY FOR BENEFITS**

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

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

## ARTICLE III

### QUALIFYING LAYOFFS

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

paragraph 54(d) of the Master Collective Agreement, for work at locations where the Employer is providing service, except in the following situations:

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

#### **ARTICLE IV**

##### **DESCRIPTION OF INCOME CONTINUATION PLAN BENEFITS**

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

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

## **ARTICLE V**

### **BENEFITS OFFSETS**

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

any Employer plan or program, shall be paid to the Employer or trustee or any other Employer plan or program, as applicable.

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

## **ARTICLE VI**

### **RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS**

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

## **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 Ad.*

#### **ARTICLE XIII**

#### **EFFECT OF GOVERNMENTAL RULINGS**

1. **Government Rulings**

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

be amended, or under any other applicable federal or provincial income tax law.

2. Effect of Revocation of Governmental Rulings

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

## ARTICLE XIV

### DEFINITIONS

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

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

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

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

(Effective May 28, 1997)

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

**ARTICLE I**

**ESTABLISHMENT OF THE PLAN**

1. Securitas of Canada Limited (hereinafter referred to as the "Employer") establishes this Service Termination Plan (hereinafter referred to as the "Plan") for its Permanent Security Officers (hereinafter referred to as "P.S.O.s") represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals 195, 199, 1090 and 2163 (hereinafter referred to as the "CAW"). The purpose of the Plan is to provide a lump-sum Benefit payment, subject to certain terms, conditions and limitations contained in this Plan for eligible *long-service* P.S.O.s **who are** Laid-off (as defined herein) from the Employer on or after May 28, 1997.
  
2. The Plan replaces and supersedes any other service termination plan established or offered by the Employer prior to May 28, 1997 (including the General Motors Salaried Employee Service Termination Plan that the Employer had agreed to apply starting October 30, 1993, as amended by the Employer from time to time (hereinafter referred to as the "G.M. Plan"), subject to the following: the G.M. Plan will continue to apply to layoffs that begin prior to May 28, 1997.



## ARTICLE II

### ELIGIBILITY FOR BENEFITS

1. A P.S.O. may be eligible to Benefits under this Plan, provided the P.S.O.:
  - (a) has been employed by the Employer, or by the Employer and General Motors of Canada Limited (hereinafter referred to as "G.M."), as a P.S.O. for an unbroken period of at least 5 years;
  - (b) where applicable, the P.S.O. has exhausted **all** entitlements under the Securitas Layoff Benefit Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the "Layoff Benefit Plan") or under the G.M. Plan as defined in the Layoff Benefit Plan;
  - (c) where applicable, the P.S.O. has exhausted **all** entitlements under the Securitas Income Continuation Plan for CAW Bargaining Unit Employees in Ontario (hereinafter the "Income Continuation Plan") or under the G.M. Plan as defined in the Income Continuation Plan;
  - (d) has not yet received any payments under this Plan or the G.M. Plan as defined herein (unless the P.S.O. has been re-hired after receipt of such benefits, and works another five (5) years and again becomes eligible for Benefits under this Plan);
  - (e) is not entitled to receive a pension under any one of sections 3.01, 3.02(a), (b) or (c) of the Securitas Retirement **Program** for G.M. Site Employees (hereinafter called the "Pension Plan");
  - (f) has been laid-off as defined in Article III;
  - (g) except in the case of a Closure, as defined in Section XXI of the Master Collective Agreement, has not refused Appropriate Employment **as** defined in Article XV of this Plan;

- (h) except in the case of a Closure, has applied for ~~an~~ 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%	\$31,000
6	77%	\$31,800
7	79%	\$32,500
8	81%	\$33,300
9	83%	\$34,000
10	85%	\$34,800
11	87%	\$35,500
12	89%	\$36,300
13	91%	\$37,100
14	93%	\$37,800
15	95%	\$38,600

16	100%	\$40,500
17	105%	\$42,400
18	110%	\$44,300
19	115%	\$46,200
20	120%	\$48,100
21	125%	\$50,000
22	130%	\$51,900
23	135%	\$53,800
24	140%	\$55,700
25 & over	145%	\$57,600

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

## ARTICLE V

### BENEFITS OFFSETS

1. The Benefit described in Article IV will be reduced by:
  - (a) a P.S.O.'s outstanding debts to the Employer or trustees of any Employer benefit plan or program, including any unrepaid overpayments of the P.S.O. under the Layoff Benefit Plan. The amount of the Benefit that **is** offset by Layoff Benefit overpayments or outstanding debts to the Employer or trustees of any Employer plan or program, **shall** be paid to the Employer or trustee or any Employer plan or program, as applicable;
  - (b) the amount of any pay in lieu of notice of termination of employment, mass termination, plant closing, severance pay or other similar payment required under federal or provincial law (including, without limitation, payments required to be made under sections 57 or 58 of the Ontario *Employment Standards Act*)

provided, however, that if such payments have already been offset under the Income Continuation Plan, they shall not be offset again under this Plan;

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

## **ARTICLE VI**

### **RELATIONSHIP BETWEEN GOVERNMENTAL REQUIRED SEPARATION OR SEVERANCE PAY AND PLAN BENEFITS**

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

## **ARTICLE VII**

### **TERMINATION OF BENEFIT ELIGIBILITY**

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

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

## **ARTICLE VIII**

### **EFFECT OF PLAN BENEFIT ON EMPLOYEE STATUS**

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

## **ARTICLE IX**

### **OVERPAYMENTS**

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

## ARTICLE X

### WITHHOLDING TAX

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

## ARTICLE XI

### PROCEDURE

#### 1. Application Procedure

##### (a) Filing Applications

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

##### (b) Application Information

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

#### 2. Determination of Eligibility

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



3. Notice of Denial

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

4. Benefit Cheques Not Presented

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

**ARTICLE XII**

**MISCELLANEOUS**

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

**ARTICLE XIII**

**APPLICABLE LAW**

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

**ARTICLE XIV**

**EFFECT OF GOVERNMENT RULINGS**

1. Government Rulings

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

2. Effect of Revocation of Governmental Rulings

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

## ARTICLE XV

### DEFINITIONS

1. "**Act of God**" means an occurrence or circumstance directly affecting an Employer Facility which results solely from natural causes and not from human acts.
2. "**Annual Base Wages**" means a P.S.O.'s regular yearly wage at the time of Layoff but shall not include overtime, shift premiums, COLA or any other special payments, fees and allowances.
3. "**Appropriate Employment**" means an offer of regular employment or re-employment in a position with the Employer at any of the sites in respect of which the CAW possesses bargaining rights for security employees under the Master Collective Agreement, paying a base wage of not less than 80% of the P.S.O.'s Monthly Regular Straight Time Wage at the time

of Layoff in the Employer Facility or at another Employer Facility within 80 kilometers from the Employer Facility where the P.S.O. last worked for the Employer.

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

(b) unbroken service with the Employer as a P.S.O. after October 30, 1993.

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# **Collective Agreement**

Between

**Securitas Canada LTD**

and

**National Automobile, Aerospace Transportation  
and general Workers Union of Canada  
Local 199**

**Begins:  
04/01/2003**

**Terminates:  
03/31/2006**

**11288 (03)**

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MEMORANDUM OF  
LOCAL GENERAL AGREEMENT

Entered Into

This 1<sup>st</sup>. Day of April 2003

BETWEEN: SECURITAS CANADA LIMITED  
1908 COLONEL SAM DRIVE  
OSHAWA, ONTARIO  
L1H 8P7

Hereinafter referred to as the "Company".

AND: THE C.A.W./T.C.A. CANADA LOCAL 199  
ST. CATHARINES, ONTARIO  
ENGINE PLANT AND COMPONENTS PLANTS  
L2P 3G5

Hereinafter referred to as the "Union".

WHEREAS: The parties, together with other parties, entered into an agreement dated this April 1, 2003, (hereinafter referred to as the "Master Agreement")

and

WHEREAS: The said Master Agreement contemplates that certain matters of a general nature may be the subject of a Local Agreement.

WITNESSETH:

---

SECURITAS CANADA LIMITED

---

C.A.W./T.C.A.

IN WITNESS WHEREOF, the Company, the Local Union and the National Union have caused this Agreement to be executed by their duly authorized officer and representatives as of the day and year first above written.

NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA. (C.A.W./T.C.A. -CANADA)  
LOCAL 199  
ST. CATHARINES, ONTARIO

SECURITAS CANADA LIMITED  
OSHAWA ONTARIO

\_\_\_\_\_  
Gary Bradham

\_\_\_\_\_  
Ron Flesher

\_\_\_\_\_  
Alex Petutin

\_\_\_\_\_  
Kristen Berlenbach

\_\_\_\_\_  
Mike Winterbottom

\_\_\_\_\_  
Phil Calcott

\_\_\_\_\_  
Ken O'Brien



## **PURPOSE**

1. The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, and to provide for the peaceful adjustment of any differences, which may arise between them respecting the application of this agreement.
2. Wherever in this agreement a masculine pronoun or the singular or plural form of man is used, it is understood that such references are meant to have equal application to all Securitas Security Officers covered by this Agreement, male or female.

## **DEFINITION**

- (1) By agreement between the parties, special problems of mutual concern will be discussed during the life of this Agreement. Amendments may be introduced to this Local Collective Agreement by mutual consent and will carry the same weight as provisions previously established at formal negotiation sessions.
- (2) This Agreement shall become effective on the first Monday following the date on which the Company receives satisfactory notice from the Union that the Agreement has been ratified by the Union membership.
- (3) The Company and the Union shall exchange, in writing, on or before February 15, 2006, the local proposals and demands with respect to the modification of this Agreement, and the proposals and demands with respect to any proposed new agreement to be entered into after termination of this Agreement on March 31, 2006. It is mutually agreed that any exchange of proposals and demands does not preclude addition to such demands or proposals at a later date and that any such exchange shall not in any way affect the March 31, 2006, termination date of this Agreement.
- (4) This Agreement dated the 1st day of April 2003 shall continue in full force and effect until 11:59 p.m. March 31, 2006 when it shall automatically terminate.

## PREVIOUS WORKING CONDITION SETTLEMENTS

This is to confirm that Management will not delete or alter previous working condition settlements, providing such agreements have not been altered by settlements reached during current negotiations, and the conditions under which the agreements were made continue to exist.

## LOCK AND KEY WORK

Security and administration of the lock and Key work will be retained by management. Installation of cores will be bargaining unit work.

## TAG RELIEF

Bargaining unit members will continue to have the ability to relieve a fellow employee at a mutually acceptable time providing that this arrangement does not reflect on the pay sheets and that Supervision is informed of the agreement at the time the arrangement is made.

## POSTING OF STATUTORY HOLIDAY WORK SCHEDULES

Supervision will post work schedules at the St.Catharines Plants 30 days in advance for the following:

- \*Christmas Holiday Period
- Plant Shutdown

### 1. RELIEF PERIODS

Employees shall be entitled to the following "Break Periods".

Eight-Hour Shift:    First Break - 15 minutes  
                              Lunch Break - 30 minutes

Twelve-Hour Shift:    First Break - 15 minutes  
                              Lunch Break - 30 minutes  
                              Second Break - 15 minutes

## 2. SHIFT STARTING TIMES

### ENGINE PLANT

Employees will be expected to be properly attired and ready to undertake their daily assignments at their respective posts no later than the following times:

Twelve-Hour Shifts	·Day Shift	06:30 hours
	·Night Shift	18:30 hours
Eight-Hour Shifts	·Day Shift	06:30 hours
	*AfternoonShift	14:30 hours
	·Night Shift	22:30 hours

Both parties recognise: Due to the changing circumstances regarding the need to schedule manpower to fulfil the Client's needs; it may be necessary on occasion to provide additional coverage at different times other than stated herein. It shall not be the intent of Management to disrupt normal work schedules unless there exists a justifiable reason: and furthermore, any contemplated changes shall be discussed with the Union before their implementation.

### COMPONENTS PLANT

Twelve-Hour Shifts	·Day Shift	06:00 hours
	·Night Shift	18:00 hours
Eight-Hour Shifts	·Day Shift	06:00 hours
		06:30 hours
		07:00 hours

3. The eight-hour "Plant/Fire" position, or any other eight-hour "Plant" or "Fire" position which needs to be backfilled by a regular trained officer will be offered to the senior officer on shift, whether he/she be on an eight (8), or twelve (12) hour shift.

In the above case, the senior officer will be offered the position first, and then it will be offered down through the ranks, with the officer of lowest seniority being assigned the position if all others decline.

## OVERTIME ADMINISTRATION AGREEMENT

For the purpose of administering overtime, the following rules shall be followed:

### General

1. It is understood and agreed that none of the provisions of this agreement shall apply which would cause the total hours of an employee to exceed sixty (60) hours in the work week, or cause an employee to involuntarily work beyond forty-eight (48) hours in the work week.

### Casual Hours

1. Any hours less than four (4) are to be considered as casual hours.
2. When overtime hours are available to an employee, and he is on an authorized leave of absence due to sickness, he will not be called.
3. The employee lowest in credited hours will be called first for the available overtime. If more than one shift of overtime is available, the employee will be offered a choice of such overtime in line with their equalization hours.
4. When available casual overtime hours are equal, the employee with the lowest credited hours, will have their preference of post.
5. When an employee is on their scheduled day off, they will not be called for casual overtime hours.

### Eight Hour Shifts

1. The employee lowest in credited hours will have preference of any available eight- hour shifts.
2. An employee will not be credited for two (2) shifts of available overtime in any day between 06:30 to 06:30 hours (06:00 to 06:00 components).
3. When two (2) or more employees have an equal number of credited hours, the employee with the highest seniority will be asked first. The reverse order will be used in the event of drafting.

4. An employee, when asked to work overtime, and after accepting may be allowed to trade shifts under certain parameters for the day only.

e.g. Eight- (8) hour day shift switch with eight-(8) hour afternoon shift.

5. When an employee is working an eight- (8) hour overtime assignment on either of his scheduled days off, he will be eligible for any casual overtime hours in conjunction with the shift on a voluntary basis, only after all scheduled officers have been offered such overtime.

### **Overtime Equalization Procedure**

1. Because of the rotating shift method of scheduling, all employees in the bargaining unit shall be in the same equalization group.

1(a) Float officers will be divided separately and assigned to the overtime equalization list at either the Engine or Components plant. Any overtime they work will be reflected on the list they have been assigned to, regardless of the plant at which they work the said overtime. A float officer that is assigned to the Components plant overtime equalization list will be asked last, for overtime in relation to hours at the Engine plant, provided the following:

- (1) He or she has been scheduled to, or has worked 40 hours in the affected week, and all other available PSOs attached to the Engine plant's seniority list have been asked and have refused such assignment.

(2) When one or more float officers are available for overtime at a plant which is opposite to their home equalization list, the Float with the least amount of hours on his or her home list, will be offered the overtime first, provided the rules in (1) have been followed.

1(b) The same method will apply when a Float attached to the Engine plant overtime equalization list is asked for overtime at the Components plant.

2. Overtime will be equalized among the employees in the equalization group. Available overtime will be offered to employees lowest in overtime equalization hours.
3. Overtime equalization records will be maintained by Management on a continuing basis and will be displayed within the department.
4. All overtime charges will be recorded on the basis of the total pay hours involved. One (1) hour at time and one half equals one and one half chargeable hours.
5. All overtime offered shall be charged on the equalization records.
6. If an employee assignment has been declined by all available employees in the group, the employee capable of doing the job lowest in hours on the equalization records may be required by Management to accept the assignment, or management may assign the work to a probationary employee.
7. An employee on an authorized leave of absence for any reason for a continuous period of more than thirty (30) calendar days shall have his name removed from the equalization records. Upon his return to work his name shall be placed back on the equalization list at the average hours of the group.
8. Employees will be notified of overtime work as far in advance as practicable.
9. Newly hired P.S.O.'s will have their names entered on the equalization records at the highest hours of the group following (90) calendar days of employment.
10. An employee returning to the bargaining unit with full length of service from a job outside the bargaining unit shall have his name entered on the equalization records immediately and he shall be charged with the average hours of the group.
11. At a time mutually agreeable to the parties, both plants OT Equalization records will have the officer that is lowest in credited hours be reduced to zero, all other officers will be averaged accordingly. OT will be offered on a seniority basis and charged accordingly.

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## SUPPLEMENTARY AGREEMENT ON TWELVE (12) HOUR SHIFT SCHEDULE

The parties agree to adopt the following procedures:

1. (a) All overtime worked Monday to Saturday inclusive excepting a paid holiday will be paid at time and a half.
- (b) All overtime worked on Sunday, if it is a scheduled day off, excepting paid holidays, will be paid at double time.
- (c) All time worked on a paid holiday which falls on an employee's regularly scheduled shift is to be paid at double time.
2. (a) Lieu days will reflect eight (8) hours in lieu.
- (b) All hours worked on a paid holiday will be deducted from any hours generated in lieu on the same day.
3. (a) Vacation time off credits are to be reflected in hours rather than days.

### OVERTIME PROCEDURES

In the administration of overtime procedures, all hours in excess of the scheduled shift are to be considered casual hours.

In relation to casual hours, overtime in the Plant Security/Fire Department will be offered to personnel in the following order:

1. Permanent employees
2. S.S.O. employees

The draft clause will be applied in reverse order if it does not contravene the minimum permanent man rule.

PARAGRAPH "A"

1. The following procedure will be adhered to when filling overtime assignments other than twelve (12) hours.

Eight (8) hours offered to regular employee on days off.

Eight (8) hours offered to S.S.O. on days off.

Eight (8) hour draft S.S.O. on days off.

Eight (8) or hour draft regular employee on days off.

Four (4) hours offered to regular employee on shift.

Four (4) hours offered to S.S.O. on shift.

Four- (4) hour draft dictated by the number of permanent personnel on shift to be covered.

2. When supervision has exhausted all possibilities regarding the above procedures, any hours that require further coverage shall be considered as casual hours and therefore shall be offered to personnel already on an overtime assignment.



PARAGRAPH "B"

1. The following procedure will be adhered to when filling overtime assignments on twelve (12) hour shifts.
  - (a) Regular employees who are on their scheduled days off will be asked to cover a full shift of twelve (12) hours.
  - (b) Regular employees who are on their scheduled days off will be asked to cover one half of the shift: six (6) hours on each end.
  - (c) S.S.O. employees who are on their scheduled days off will be asked to cover a full shift of twelve (12) hours.
  - (d) S.S.O. employees who are on their scheduled days off will be asked to cover one half of the shift: six (6) hours on each end.
  
2. If the available shift of overtime cannot be filled using the above method, then personnel in line with their equalization hours will be drafted in the following order:
  - (a) S.S.O. employees, who are on their scheduled days off, will be drafted to cover for one half of the shift: six (6) hours on each end.
  - (b) Regular employees, who are on their scheduled days off, will be drafted to cover for one half of the shift: six (6) hours on each end.

Personnel lowest in credited hours will have their choice of which part of the shift they wish to cover. If the situation exists that all personnel credited hours are equal, and then personnel highest in seniority shall have their choice of shift coverage.

- (c) Failure to cover the full shift will result in supervision attempting to cover the majority of the shift by also implementing the procedure outlined in paragraph "A".

NOTE: Six (6) hours is to be offered first, before proceeding to the next step.

PARAGRAPH "C"

1. If additional overtime becomes available after the original overtime is covered, call-in procedure will be resumed from the point where the last charge was made in covering the original overtime (pertaining to personnel on days off).
2. Personnel previously in line for overtime on days off will be offered the additional overtime providing it is a different shift.
3. Failure to cover overtime requirements in regards to eight (8) hour shifts with the above will result in the overtime procedure as set out in Paragraph "A".
4. Failure to cover overtime requirements in regards to twelve (12) hour shifts with the procedure in Section One (1) will result in the overtime procedure as set out in Paragraph "B", Section Two (2).
5. If it becomes necessary to apply the draft clause, personnel will be required to work in line with their total overtime hours to the extent that it is not in conflict with the forty-eight (48) hour maximum limit for involuntary work schedules or maximum number of drafts per week outlined in Paragraph "D".

Paragraph "D"

1. For the application of the following, the Plant Security/Fire employee workweek is Monday to Sunday inclusive.
  - a. If draft situations develop and an employee has not worked any overtime shifts, the following procedure will be adhered to when initiating a draft.
  - b. Regarding the eight (8) hour/forty (40) hour work week; under normal circumstances when employees are required to work, they will be scheduled on a two (2) four (4) hour overtime assignment during their scheduled separate work

days or one (1) eight (8) hour or one (1) six (6) hour overtime assignment on their scheduled day off.

- c. Regarding the twelve (12) hour day schedule, under normal circumstances when employees are required to work, they will be scheduled according to the following parameters: Employee working a normal thirty-six (36) hour week may be drafted for two (2) six (6) hour overtime assignments on his separate days off, or one (1) eight (8) hour overtime assignment on his day off.
- d. Employee working a normal forty-eight (48) hour week will not be drafted.
- e. Employee working a normal eight (8) hour day plus one (1) hour casual overtime each scheduled working day will not be drafted during the work week.

PARAGRAPH "E"

No employee will be liable to a draft if the conditions so clarified in paragraph "F", sections a, b, c, d are present.

PARAGRAPH "F"

- a. If an employee is absent through sickness immediately prior to scheduled days off, he will not be contacted to work overtime on said scheduled days off or charged with same.
- b. If an employee is absent immediately prior to or immediately after their scheduled days off through being granted one (1) floating holiday, one (1) vacation day, one (1) lieu day, one (1) excused absence day, one (1) bank day, or one (1) union business day, he will be eligible to work overtime on said scheduled days off and be charged.
- c. If an employee is absent immediately prior to or immediately after scheduled days off through being granted two (2) or more floating holidays, vacation days, lieu days, excused absence days, bank days or union business days, he will not be contacted to work overtime on said scheduled days off or charged with same unless the conditions of e are met.
- d. If an employee is already working an overtime assignment, he will not be drafted for any additional hours connected to the same shift.
- e. Personnel will be allowed to submit language to the shift supervisor that they are willing to work overtime on scheduled days off prior to and/or after absence situations clarified in c.
- f. For the purposes of the administration of overtime eligibility, employees who call in sick and opt to use a vacation day for pay purposes, will still be considered as being sick and thus ineligible for any overtime on their scheduled days off.

PARAGRAPH "G"

Supervision will continue to make every effort to maintain the established practice of not drafting personnel in the following

situations, bearing in mind that shift strength which includes the minimum number of permanent employees will be maintained.

1. Regarding eight (8) hour shifts: four (4) hours at the tag end of their last shift prior to their days off unless they have accepted overtime on said days off and it is not in conflict with Paragraph "E".

2. Prior to a recognised leave of absence.  
PARAGRAPH "H"

1. Employees who make shift changes will be eligible for any overtime connected with the shift they have changed to in line with their total overtime hours. They will also be liable for the draft on the same basis.

2. Employees who make shift changes immediately prior to or immediately after their scheduled days off will only be eligible for available overtime on said days off on the basis of the shift they were scheduled to work.

PARAGRAPH "I"

1. With the exception of emergency situations the calling of employees at their homes for overtime assignments will be delayed until at least 09:30 hours.

2. Any calls to be made for overtime assignments to employees who have worked the night shift are to be delayed until 12:00 p.m. Any calls to be made for overtime assignments to employees who have worked the day shift, will not be permitted after 23:00 hrs.

3. If, while booking overtime, supervision encounter the use of answering machines, they will leave a message with the nature of the call, the position will be taken that a contact has been made and the next eligible employee will be called; however, if the employee whose machine has been contacted is scheduled to work prior to the overtime shift in question, he will be asked at such time he arrives at work.

4. Any eligible employee lowest in hours on the equalization schedule shall be asked for any available overtime before they leave their assignment. All refusals shall be charged accordingly.

PARAGRAPH "J"

1. If any employee is working the 14:30 to 22:30 shift one day (14:00 to 22:00 components), and is returning on the 06:30 to 14:30 or 15:30 shift the following day (06:00 to 14:00 or 15:00 components), he will not be asked to work any casual overtime at the tag end of the first shift to the start of the second shift.
2. The same conditions will apply if the first shift is the 22:30 to 06:30 shift and the second shift is the 14:30 to 22:30 shift.
3. There shall be a minimum of eight (8) hours between shifts if the draft clause is applied.
4. As a last resort, in order to avoid a draft, an employee completing his last shift may be asked to cover an overtime shift, providing the shift requiring coverage is separate from any scheduled shift the employee is on that day.
5. There shall be no extension of his current shift either after or before his next shift. He must be officially on his clear day off.

PARAGRAPH "K"

1. Employees who change their scheduled days off with other personnel, will have their names placed at the bottom of the eligibility list with respect to any available overtime on either the resulting days off or as part of their resulting scheduled work days. Refusals will be charged.
2. Employees on 12 hour schedules will be permitted to change days off or shifts with employees working eight hour shifts at no additional costs to the Company.

3. All employees on twelve (12) hour schedules may be permitted to change days off or shifts provided such changes do not result in the affected employee working beyond twelve (12) scheduled hours in any twenty-four (24) hour period.
4. Scheduled days of changes are restricted to Monday to Sunday inclusive.

PARAGRAPH "L"

Subject: PAID HOLIDAYS AND SCHEDULING

1. All permanent employees scheduled to work a paid holiday will work unless there is a written request to have the day or days off providing the following guidelines are fulfilled.
2. It is duly noted that in conjunction with the specified request that seniority will be a deciding factor in cases where the requests are the same and shift strength cannot be maintained.
3. Every effort will be made to try and accommodate every employee's request.
4. Requests shall be granted in order of seniority.

Contractual Language Regarding Voluntary Knock Offs on Stat Holidays or Premium Paid Holidays:

Definition:

A voluntary knock off is when a PSO asks to be knocked off (not work) on a Holiday that pays premium pay (stat, etc.). In order to grant this request Management must first canvass PSOs who have been scheduled off for the same day as the employee's request.

Christmas Holiday (Premium Days) Period:

The Christmas Holiday (Premium Days) schedule must be posted 30 days prior to the beginning of the Holiday period. All requests for Voluntary Knock Offs, Vacation Days, Float Holidays, Lieu or Banked Time must be submitted 14 days prior to the first Premium Time Day.

Criteria:

Once management has found a PSO who is willing to work for the employee who is requesting the day off, an exchange of hours must occur.

1. The employee who accepts the shift will forfeit his day in lieu in order to accept triple time.
2. The employee who asks for the knock off will lose pay for the day plus double time (what he would have earned had he worked) and instead accept a day in lieu (eight hours). The employee must also compensate the Company by taking four hours off to equal the dollar value that is left uncompensated. This may be done by using either four (4) hours lieu, banked time, f.h., vacation time or a request for four hours of no pay.
3. It has to be remembered that where the company chooses to put a Float PSO into the knocked off position in order to fill his/her work week, the float will be unable to ask for a knock off, as it is an extra cost factor to the Company,
4. If a float PSO is in a scheduled date that does not reflect coverage for a prior knock off, he/she may request to be knocked off using the criteria in #1 and #2.

Subject: EQUALIZATION OF MANPOWER ON PAID HOLIDAYS

The following rules shall apply based on manpower requirements when a "reduction in manpower" is initiated by the Company.

- (a) Employees who are normally scheduled for their job assignments during the paid holiday, shall report for work for that day unless reasonably notified in advance by management that their assignment has been cancelled.
- (b) In all such cases involving employees previously not required; if a job assignment dictates the need for a recall, then the employee who was previously scheduled for the assignment will be contacted first to return to work.
- (c) When more than one employee(s) are recalled to work and their assignments are different from the ones they were originally scheduled for, then seniority shall be the deciding factor in determining the order of recall. (Senior employees are to be recalled first.)



- (d) In the case whereby an overtime assignment becomes available on a paid holiday, then employees with the lowest credited hours on the overtime equalization schedule will be called first.
- (e) SSOs will not be asked to work a Paid Holiday unless all PSOs on their days off or who were knocked off have refused such an assignment. This also includes all casual hours offered on a paid holiday.

PARAGRAPH "M"

- 1. At the discretion of the P.S.O., the P.S.O. may request to bank overtime worked on the following conditions:
  - (a) Time off in lieu of overtime hours will be accumulated at a rate equivalent to the hours that would be paid for working that specific shift. e.g. eighteen (18) hours bank time for working twelve (12) hours at time and a half, and twenty-four (24) hours bank time if the overtime is double time.
  - (b) Shifts may be split in half, with one half being banked and one half paid out.
  - (c) Maximum banked hours shall be allowed to accumulate to one hundred (100) hours.

PARAGRAPH "N"

Both parties recognise and are in agreement with the following practices and working conditions:

- 1. Employees assigned to Fire, to be asked first, to cover overtime in conjunction with their specific assignment. This will include employees assigned to Fire while on an overtime shift.
- 2. Granting Vacations, Floating Holidays, Bank Days, and "Lieu days on a mutually agreeable basis.
- 3. Granting six (6) hours or one-half of a twelve-hour shift off as part of the vacation policies.
- 4. All time off requests must be submitted in writing to the supervisor with 3 calendar days advance notice. Any last minute requests due to unforeseen circumstances will be dealt with on an individual basis by the

- supervisor.
5. Four hour requests will be granted on eight hour shifts for days and afternoons only.

#### 12-HOUR SHIFT SCHEDULE

Unless otherwise agreed upon between the parties, the Employer shall continue to schedule employees for twelve-hour shifts subject to whatever exceptions are currently in place at the St. Catharines location.

In recognition of the Employer's undertaking referred to above, the parties confirm their mutual agreement allowing the Company to average the security officers' total hours worked in each three week period in accordance with the Company's existing payroll periods for the purpose of determining the hours of work in each work week in the period.

#### SENIORITY

1. The parties have agreed to recognize an overall master seniority list between the G.M. St. Catharines plants.
2. This list shall be based on the employee's overall bargaining unit seniority.
3. Seniority shall be exercised as per the Master Collective Agreement.
4. The parties also agree that there shall be two departmental seniority lists based on bargaining unit seniority, for the purposes of administering overtime and statutory holiday equalization procedures. These lists are recognized at the two respective facilities:
  - Components Plant Site.
  - Engine Plant Site
5. Should the number of facilities expand in the future, the parties agree to sit down and discuss in good faith, the further implementation of the seniority clause at those locations.

## GENERAL

1. Securitas' payroll policy is to remunerate all their employees. Should a payroll error be found and that error exceeds eight (8) hours (whether it be an hourly or dollar adjustment), Securitas will provide a cheque correcting the problem within three (3) business days.
2. Securitas agrees to bear the full cost of transportation if and when required for employees attending the Hospital or Doctors Office for medical reasons from the Plant.
3. The Company recognizes that Confined Space Testing is bargaining Unit work.
4. Concerning suspensions, a day in this agreement will be 8 hours not 12.
5. Management will make every effort possible to ensure the continuation of proper maintenance of air conditioned circulation systems and proper heating at each post and employee lunch and change room facilities.

## 6. TRANSPORTATION/EMERGENCY VEHICLES

It is mutually agreed that the Vehicles as listed below are presently in place and are subject to change either in quality and/or quality as agreed to between Securitas and the client. Management will make every effort to ensure that these items listed below are maintained and replaced.

### COMPONENTS PLANT

1	Kalamazoo Fire Truck	owned by G.M.
1	Spill buggy (electric)	owned by G.M.
1	Ambulance	owned by G.M.
1	Standby Fire Vehicle	owned by G.M.
1	2-man personnel carrier	owned by Securitas

### ENGINE PLANT

1	Nordic Fire Truck	owned by G.M.
1	Detroit Fire Truck	owned by G.M.

1	Ambulance	owned by G.M.
1	Extinguisher buggy (gas)	owned by G.M.
1	Spill buggy (electric)	owned by G.M.
1	2-man personnel carrier	owned by Securitas
1	4-man personnel carrier	owned by Securitas

Two full size vehicles: one assigned to the Components and Engine Plants respectfully.

7. The parties agree to the continuation of the chair and desk replacement program with Union input into requirements and types.
8. The parties have agreed to the continuation of annual maintenance schedule regarding staff gates and offices: daily janitorial services, semi-yearly spring-cleaning. Staff locker rooms and lunch rooms to be included in maintenance schedule.
9. Management will continue to update and improve all security posts with the Union having input on this.
10. Concerning Management and Union meetings, the parties agree that monthly or as required meetings will arranged at a suitable time as determined by the employer, to discuss any concerns or problems.
11. Management will make every effort to schedule Joint Health and Safety Committee meetings at times when both the Union representative and the alternate representative are both on the same shift. When this is not possible due to conflicting schedules priority will be given to scheduling the meetings when the Union representative is on shift. There will be no overtime paid to alternate representatives to attend meetings on their days off, but they will be invited to same.
12. The Company maintains that properly maintained radios are a security requirement and will supply suitable radios for its officers.
13. Management will ensure that the following items are maintained with the understanding that allocation of space is at the discretion of the client. Attached for information purposes is an inventory of items currently in place and ownership of same. The union will be advised of any contemplated changes Securitas becomes aware of.

COMPONENTS PLANT INVENTORY

1	Rapid Refrigeration White Fridge	-G.M. supplied
1	Panasonic Microwave Oven	-G.M. supplied
1	General Electric Toaster Oven	-Coffee fund supplied
1	Bunn Pour Omatic Coffee Maker	-Coffee fund supplied
1	Black & Decker Toaster	-Coffee fund supplied
1	Toastess Kettle	-Coffee fund supplied
1	Can Opener	-Coffee fund supplied
*	Supply of knives, forks, spoons, plates.	
4	AM/FM Radios (all gates)	-Coffee fund supplied
1	Hot plate	

ENGINE PLANT INVENTORY

1	Toaster Oven	-Pop fund supplied
1	Toaster	-Pop fund supplied
1	Microwave	-Securitas supplied
1	Rapid Refrigeration White Fridge	-G.M. supplied
1	Coffee Maker	-Pop fund supplied
1	Electric Kettle	-Pop fund supplied

14. It is understood by the parties that the change rooms/shower/washroom facilities are owned and maintained by the client; nevertheless management will make every reasonable effort to ensure their existence and availability for usage by security/fire personnel. Management will also make every reasonable effort to ensure that these areas are clean and maintained properly.
15. Management will make every reasonable effort to ensure that the current parking arrangements with the client for Securitas employees will continue. If there are any changes to these arrangements, the Union will be informed.
16. Securitas will continue with Laundry program. The selection of the Vendor will be the Company's choice and alterations are limited to waistlines and the hemming of trousers. Any alterations must be approved by the Site Supervisor or Site Manager.
17. Securitas will continue to provide the necessary Stationary supplies employees require to perform their duties.

18. If it is the company's intention to update or replace obsolete equipment, the union will be advised of the company's intentions, and may offer suggestions or input into the replacement equipment. However, the final decision will remain a management function.
19. The parties recognize that shift hours in play at the Components Plant site are different than the Engine Plant. Therefore it is mutually understood that such hours will be recognized in the implementation of the Local Agreement at this location.
20. During the current negotiations Management expressed concern regarding employees switching shifts to the extent that an employee may be missed for Overtime as a result of numerous employee switches. Should this occur, each situation will be reviewed on an individual basis.
21. A computer, printer and monitor will be supplied for the Union office, and will be replaced/repared as required.
22. All master schedules, overtime equalization sheets, overtime call sheets, and vacation request sheets, from both plants are to be copied and sent to the Union Chairperson (or his designate) at the end of each week.
23. The company will supply two trauma bags for first aid response.
24. The company will supply two small humidifiers and replace all filters on a need basis.
25. When an officer is missed for overtime due to a mistake by management, he will receive compensation in bank time equal to what the shift of overtime would have generated in a dollar value. Example. 8 hours of overtime missed would equal 12 hours of bank time.
26. The last week in April and the weeks of May of each year are to be used for the annual fire training if at all possible. The training is to consist of a one-week lot, of consecutive days (Monday thru Friday) per person. There will be no cross training with General Motors personnel.

## UNIFORMS/RELATED ITEMS

In addition to any items of apparel or equipment agreed upon by the parties to the master collective agreement, management agrees locally to supply and maintain the following items for its employees to be utilized in the normal course of their duties and responsibilities:

1. Grooming supplies: Securitas has provided electric shoe polishers at the main Gate of the Components and Engine Plant. In addition black shoe polish will be provided. All employees shall use these to ensure that their footwear is polished at all times while on duty. The company will repair or replace a new electric shoe polisher when the need arises.
2. Notebooks: Securitas will maintain the present program that all P.S.O.'s have a Police style Notebook. This program will include SSO's Notebooks are subject to periodic review by Management and should an employee terminate or leave the St. Catharines Operations said Notebook will be surrendered to Securitas.

## ABSENTEEISM

### SECURITAS CANADA LIMITED & C.A.W./T.C.A. LOCAL 199

During the 1997 negotiations, the Parties discussed absenteeism in the work group and the problems associated with it. There was a mutual recognition that absenteeism negatively impacts the business in the areas of cost, quality, and efficiencies of the operations.

Both Parties understood that it was to their mutual benefit to put in place programs and measures that would aid in the reduction of absenteeism. Such measures included the continuance of the current twelve- (12) hour shift schedule, and the formation of joint Union/Management Committee on Absenteeism.

Nevertheless, the Parties are committed to seeking methods, which yield lasting reductions in absenteeism. To this end, the Parties will meet regularly to discuss other possible measures and to review the success of those measures implemented.

# **Collective Agreement**

**Between**

**Securitas Canada LTD**

**and**

**National Automobile, Aerospace Transportation  
and general Workers Union of Canada  
Local 2163  
Woodstock, Ont.**

**Begins:  
04/01/2003**

**Terminates:  
03/31/2006**

**11288 (03)**



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## LOCAL AGREEMENT

**This** agreement entered into on April 1, 2003 between Securitas Canada **Limited**, hereinafter referred to **as** the Company and the National Union CAW and its Local 2163, Woodstock, Ontario, hereinafter referred to **as** the Union.

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Mike Johnston, Chairperson  
C.A.W., Local 2163

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Pam Bedford, Committeeperson  
C.A.W., Local 2163

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Jonathon Alway, Alternate Committeeperson  
C.A.W., Local 2163

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Ron Flesher  
General Manager  
Securitas **Canada** Limited

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Kristen Berlenbach  
Division Operations Co-ordinator  
Securitas Canada Limited

## **PURPOSE**

1. The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, and to provide for the peaceful adjustment of any differences, which may arise between them respecting the application of this Agreement.
2. Wherever in this Agreement a masculine pronoun or the singular or plural form of man is used, it is understood that such references are meant to have equal application to **all Securitas** Officers covered by this Agreement, male or female.

## **DEFINITION**

1. For the purpose of this Agreement, the term “employee” shall include and be limited to all Security Officers employed by Securitas Canada Limited at its General Motors of Canada Ltd. site in the City of Woodstock, County of Oxford.

## BANKED OVERTIME

1. At the discretion of the P.S.O., the P.S.O. may request to bank overtime worked, on the following conditions:
  - a) Banked overtime will be accumulated at a rate of time and one half or double time.
  - b) A P.S.O. working a triple time day will have the option of being paid straight time plus shift premiums and banking the overtime at the double time rate.
  - c) Maximum banked hours allowed to be accumulated shall be 120 hours.
  - d) **ALL** requests to bank overtime hours will be made by the end of the overtime shift.
  
2. Management will grant time banked overtime using the following guidelines:
  - a) Requests must be in 4 hour increments.
  - b) Granting of banked overtime shall not be granted if it jeopardizes other employees vacation, lieu or F.H. day requests.
  - c) Floaters, SSOs or summer vacation replacements will be used to cover banked time.
  - d) Banked overtime will be granted solely at Management's discretion, but will not be denied without just cause.
  - e) Hours not used shall be compensated at the same base rate of pay they were earned at, and may be cashed out on a once per calendar year basis in whole or in part.
  - f) Banked overtime shall not be granted on any premium pay day or if any additional costs are incurred by the company.
  - g) Any last minute requests due to unforeseen circumstances will be dealt with on an individual basis by the Supervisor.
  - h) A copy of all denied Bank Time requests will be signed by Management and given to the employee.

## LOCK AND KEY WORK

Security and administration of the lock, key, swipe card work **will** be retained by the Supervisor or his designate.

Installation of cores in padlocks and doors **will** be assigned by the Supervisor or his designate to a bargaining unit member. The Supervisor, from time to time may **install** restricted security cores upon the client's request.

Swipe cards, **will** be retained by the Supervisor. Upon request, a bargaining unit member **will** issue **a** swipe card to the appropriate employee of the client. The Supervisor **will** program cards into the system by computer.

## OVERTIME PROCEDURES

For the purposes of administering overtime, the following rules shall be followed:

### CASUAL HOURS

1. Casual hours are defined as pre-shift or post shift overtime to a maximum of 4 hours. **All** overtime hours greater than 4 hours **will** be administered under the overtime equalization procedure when available for PSOs.
2. Casual hours of overtime will not be credited to the equalization book, but **will** in **all** cases be credited to the casual overtime book.
3. The equalization **book** will be **used** as reference to offer the greatest amount of available overtime to the lowest in credited hours.
4. When casual overtime hours are available, the PSO with the lowest credited casual overtime hours **will** be offered the overtime hours first.
5. When credited casual overtime hours are equal between two PSO's the PSOs with the highest **seniority** will be offered the overtime hours first.
6. When a P.S.O. is on a scheduled day off, he would not be called for casual overtime hours.

### OVERTIME EQUALIZATION PROCEDURE

For the purposes of administering overtime, the following rules shall be followed:

1. Overtime shall be equalized **among** the PSOs in the equalization group. The P.S.O lowest in credited overtime hours **will** have preference of any available overtime shift on the calendar day.
2. Overtime equalization records will be maintained by Management or **his** designate on a daily ~~basis~~ and will be displayed within the main gatehouse.
3. **All** overtime charges **will** be recorded on the **basis** of the total hours paid involved. (One hour at time and one halfequal one and one-halfhours chargeable).

4. **All** overtime worked shall be charged on the equalization records except casual overtime hours as defined previously as casual hours. **All** overtime records **will** be kept up to date and correct by management.
5. When overtime hours are available **to** a PSO and he/she declines an offer to work these hours for which he has been contacted, or was unavailable for contact, the hours available to the PSO shall be charged on the equalization book as though he had worked them. When the said PSO is on vacation, union business, leaves of absence up to 30 days, maternity / parental leave or sickness and accident leave, he will not be charged for the available overtime hours.
6. If **an** overtime assignment has been declined by all available **PSOs** in the group, the P.S.O. capable of doing the job, lowest in hours on the equalization records may be required by management to accept the assignment or management may assign the work to a probationary employee, S.S.O., vacation replacement, as per the minimum man rule.
7. A PSO **will** not be offered **two (2)** consecutive **shifts of** available overtime in any day (a continuous 24 hour(s) period).
8. A P.S.O. on an authorized leave of absence for any reason for a continuous period of more than 30 days **shall** have his name removed from the equalization records. Upon his return to work, his name shall be placed back on the equalization **list** at the average hours of the group.
9. PSOs **will** be notified of overtime work as **far** in advance where practicable. When **first** contacted for overtime, the PSO in question will have a reasonable amount of time to call **back** - depending on the amount of time before the overtime shift is to start.
10. Newly **hired** PSOs and Preferential Hires shall have their names entered on the equalization records at the highest hours of the **group** following 90 days of employment.
11. a. A P.S.O. returning to the Bargaining Unit with full length of service **from** a job outside the Bargaining Unit shall have his name entered on the equalization records immediately and he shall be charged with the highest hours **of** the group.  
  
b. A P.S.O. that **has** been laid off for more than 30 days **will** have his name removed **from** the equalization records and **upon** returning shall have his name entered on the equalization records immediately and he **shall** be charged with the highest **hours** of the group.



12. Once each year, at a time mutually agreeable to the parties, the low man in the equalization group shall be credited with zero (0) hours and the balance of the group shall be charged with the appropriate numbers of hours to maintain their same relative position on the chart.
13. When two or more PSOs have an **equal** number of credited hours, the P.S.O. with the highest seniority **will** be asked **first**. The reverse order **will** be used in the event of drafting.
14. A P.S.O. when asked to work overtime may be allowed to split shifts for that day only providing there is no **additional** cost to the company. Furthermore, employees lowest in credited hours **will** have their choice of which part of the shift they wish to cover. If credited hours are equal then seniority **will** take precedence.
15. A P.S.O. **will** be allowed to submit a letter to Management, in that the P.S.O. **will** not be asked to work any voluntary overtime, but **will** be credited with hours **as** if they had worked them or may be drafted.
16. When a P.S.O. is working a shift of overtime assignment on any of his scheduled days **off**, he **will** be eligible for any casual overtime hours **in** conjunction with the shift on a voluntary **basis**, only after all scheduled PSOs have been offered such overtime.
17. Once a P.S.O. consents to work the overtime he **will** be locked into that assignment and the hours **will** be recorded. If for whatever reason (sickness included) the P.S.O. is unable to work the overtime after being locked **in**, the overtime **will** be offered to the next lowest P.S.O. in hours. The original hours charged **will** remain against the P.S.O. who **withdrew** just **as** if he had refused the overtime on the initial call.
18. The Company **will** not hold the employee responsible when a mistake is made when scheduling an **employee(s)** for overtime. If a mistake is made, the company **will** compensate the PSO in question.
19. When a PSO is on 40 hours or more of vacation, lieu, F.H. or any combination thereof, he **will** not be called nor charged for any Overtime that occurs on their scheduled **days** off immediately before and/or after said 40 hour period. The PSO **will** have the choice to submit a letter to management requesting that he would prefer to be called for overtime before and after said 40 hour period.

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20. When a PSO **has just** worked an 8 or 12 hour overtime **shift**, he **will** not **as** a rule be called for another overtime **shift** unless he has had a **minimum** of 11 hours off.
21. If a PSO is on a Time **OFF** request and Overtime is called for the **shift** immediately prior to his/her time off request and which this PSO would not have otherwise been eligible for, he/she will be last to be asked to work this **shift** and **will** not be charged if it is refused.

## VACATIONS

The following are guidelines for administering vacation selection.

- 1) Any request submitted before May 1 "**will** be granted by earliest date received by seniority. No PSO shall be displaced after May 1<sup>st</sup>
- 2) Any request submitted after May 1" **will be** granted by the earliest date received by seniority.
- 3) Any request shall be **stamped** and initialed by the Supervisor and placed in the time off request book.
- 4) Two (2) officers **will** be permitted to take vacation at any one time, more time off may be granted subject to operational requirements.
- 5) When making selections please indicate the number of hours that your absence represents.
- 6) Each PSO **will book** a 40-hour block of vacation time by May 1<sup>st</sup> in each year of the collective agreement. Vacation requests **will be** granted on the basis of seniority. Failure to book the said vacation **will** result in the company scheduling the PSO's vacation on an individual basis.
- 7) Any type of authorized time off can be taken in 4-hour increments.
- 8) The seniority officer that submits a request **7 days** in advance can **fill** vacancies in the schedule created by time off blocks of one week or greater.
- 9) A copy of **all** denied requests for time off **will** be signed by management and returned to the employee.
- 10) Subject to operational requirements and at no additional cost to the company **if 3 days** notice is given then such requests **will** be granted.
- 11) Unused vacation, lieu, and float holidays due to unforeseen circumstances **will** be dealt with on an individual basis by supervision.

## **LIEU DAYS**

- 1. If seven (7) days notice requesting a Lieu day is given to the Supervisor in writing, then such request will be granted.**
- 2. Lieu time will not be used by a PSO to bump another PSO from his previously approved vacation, FH or bank time.**

## STATUTORY AND OR C O N T R A C T U HOLIDAYS

1. All PSO's scheduled to work Statutory/ Contractual holidays **will** work unless the company gives notice to bump off the scheduled position(s).
2. If a PSO **has** been bumped off his scheduled shift and vacancies exist for other shifts for that same day due to Paid Holiday or any authorized leave of absence the following shall apply:
  - a) Where one PSO **has** been bumped off his scheduled shift and one vacancy exists, he **will** be given the choice to work this shift before going to the overtime book. Where 2 shifts exist, he **will** be given his choice of which one he would prefer to work.
  - b) Where two PSO's or more have been bumped off their scheduled shifts and one vacancy exists for the day, the PSO with the highest seniority **will** be offered the vacancy first. Where two shifts exist the PSO with the highest seniority **will** be offered his choice of which one he would prefer to work.
3. Where one overtime shift exists the following shall apply:
  - a) Where one overtime shift exists, management **will** abide by the overtime equalization procedure.
  - b) Where two or more overtime shifts exist, management **will** abide by the overtime equalization procedure; furthermore the choice of overtime **shifts will** be given first to the PSO lowest in credited overtime hours. The PSO with the next lowest amount of credited overtime hours **will** be given the next choice. This procedure **will** be followed until all overtime shifts have been covered.

## **RECORDS OF REQUESTED TIME OFF DAYS**

The record of the above-mentioned **will** be maintained **by** Management or his designate and posted at the **Main** Gate. The Supervisor **will** verify his records with the Windsor office each week to ensure the records are accurate.

## **SHIFT TAG RELIEF**

The company acknowledges shift tag relief but, this **will** occur at no additional cost to the company and **as well**, not to interfere with the effectiveness of the operation.

Any abuse amongst Security will be **first** dealt with **internally** without the company's involvement.

## **EXCHANGE OF SHIFTS**

- 1) Forms requesting exchange of **shifts** must be submitted 2 days in advance of the exchange and signed by **both** parties. Exceptions may be made to this policy in the event of unforeseen circumstances.
- 2) Forms for requesting exchange of **shifts must** be submitted directly to Supervisor.
- 3) If an employee **has** been granted an exchange of **shift** and does not **fulfil** his obligation it **shall** be dealt with on **an** individual basis **as** it occurs.
- 4) During a two-week period, on a daily or **weekly basis**, one exchange of **shifts** will be granted as long as the Company **incurs** no additional cost. Any unforeseen circumstances **will** be dealt with on an individual basis.

## UNIFORMS

1. Cleaning of authorized **uniform** pieces will be supplied by the company with pick-ups and delivery as determined by use.
2. Authorized repairs to **uniform** pieces **will** be supplied by the company.
3. Alteration for inseam and waist size shall be done upon issue at the expense of the Company. One additional alteration of inseam and waist size within the first six months may be required and at the Company's expense.
4. If **uniforms** are altered in any way due to the cleaning process, management shall be responsible to repair or replace the item **within** a reasonable amount of time.
5. Authorization for employee's to purchase her own maternity clothing and be reimbursed by the company, **will** be dealt with on **an individual** basis. The employee **will** be reimbursed up to **\$210** year one, **\$215** year two, and **\$225** year three upon management's approval and receipts submitted.

## UNION TIME OFF

All requests for Union time should be submitted at least 3 days in advance. This does not include the time required to investigate and/or discuss grievances that occur during the shift.

## UNION ORIENTATION

1. The union **will** be granted 45 minutes on shift to engage in an orientation meeting **with** new hires during the first week of the new hire's employment at no additional cost to the company or result in operational ineffectiveness.



### **GENERAL**

1. Any under payment of 4 hours or greater **on** any employee's pay shall be rectified by Management **within** 3 business days.
2. Any under payment of less **than** 4 hours on any employee's pay shall be rectified on the next pay.
3. Any payroll errors shall be reported to the Supervisor by the employee.
4. The Union shall have use of the Company photocopy machine, approved by **Supervision**, **as** to nature and quantities.
5. The Union shall have use of the Company Fax machine, approved by Supervision for company related correspondence. Other than Company related correspondence **will** be determined by Supervision for approval of use.
6. The Company agrees to pay all cost of transportation to the hospital or doctor's office regarding **an** on-duty medical **injury** situation.
7. Management **will** attempt to **fairly** and equitably **distribute** available hours to the SSO's. A list of hours **will** be available for inspection by the Union.
8. In the event of emergency or dire **circumstances** bargaining unit members may be asked to assist management in training on a voluntary **basis**.
9. Medical and Dental forms **will** be available to all Security Officers 24 hours a day seven days a week.
10. **A** computer, monitor and printer **will** be supplied to the Union.
11. Each new employee **will** be issued one **personal** lock for their lockers, and may choose between a combination or key lock.
12. The Company on **behalf** of its employees **will** continue to encourage the client to maintain **and** enhance physical **working** conditions at its posts. Input from the employees to the employer is encouraged.
13. The Company agrees to continue the supply and **maintain** in good **working** order the following, a **refrigerator**, a humidifier, a **fresh** water cooler and water, **coffee**

machine and coffee and an **am/fm radio** for **main** gate. The company will dialogue with the client to **replace/repair** the microwave oven if required.

14. The Company will maintain Security bicycles up to **repair** or replacements if required.
15. The chairperson will be provided with an area to **maintain** records and carry on union business. Outside telephone capabilities will be made available, subject to client approval, and long distance charges under twenty-five dollars will be forgivable.
16. For all intents and purposes the current Shipping Cage Post and its current **starting** time, is a **nightshift** post.
17. Anticipated changes that may effect employees' **working** conditions or procedures, whenever possible, should be discussed between the parties to encourage **harmonious** relations.
18. The Company agrees to meet and discuss with the Client the **possibility** of **painting** the guardhouse on a regular basis and also if an outside cleaning company can be brought in to properly **clean** the security centre.
19. The proposal that Gate #2 be staffed by an experienced PSO only was discussed by both parties. The company **maintains** its right to schedule or assign post duties/shifts. Exchange of **duties/shifts** could be utilized **as** outlined in the local and in accordance with the procedure set forth.

This Agreement dated this April 1, 2003 shall continue in **full** force and effect until 11:59 p.m., March 31, 2006 when it *shall* automatically terminate.

# **Collective Agreement**

Between

**Securitas Canada LTD**

and

**National Automobile, Aerospace Transportation  
and general Workers Union of Canada  
Local 195, Transmission Plant  
Windsor, Ont.**

**Begins:**

**04/01/2003**

**Terminates:**

**03/31/2006**

**11288 (03)**

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## LOCAL AGREEMENT

This agreement entered into on APRIL 1, 2003 between Securitas Canada Limited hereinafter referred to **as** the Company, and **the** National **Union**, C.A.W. and its' Local 195, Windsor, Ontario hereinafter referred to **as** the Union.

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Peter Bastasic, Chairperson, C.A.W., Local 195

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Paul Schaefer, Committee Person, C.A.W., Local 195

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Matt Mitchell, Committee Person, C.A.W., Local 195

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Ron Flesher, General ~~Manager~~  
Securitas Canada Limited

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Kristen Berlenbach, Division Operations Co-ordinator  
Securitas Canada Limited

## PURPOSE

1. The purpose of this agreement is to establish and maintain **harmonious** collective **bargaining** relations between the Company and the Union, and to provide for the peaceful adjustment of any **differences** which may **arise** between them respecting the application of this Agreement.
2. Wherever in this Agreement a masculine pronoun or the singular or plural form **of** man is used, it is understood that such references **are** meant to have **equal** application to all Securitas Security Officers covered by this Agreement, male or female.

## DEFINITION

1. For the purpose of this Agreement, the term "employee" shall include and be limited to all Security Officers employed by Securitas **at** its General Motors of **Canada** Ltd. Transmission Plant site in the City of Windsor, County of Essex.

## **BANKED OVERTIME**

1. At the discretion of the P.S.O., the P.S.O. may request to bank overtime worked on the following conditions:
  - a. Banked overtime hours **will** be accumulated at a rate of ie. 8 hours worked, 12 hours banked. On triple time pay days, a PSO may bank up to 16 hours in 4 hour increments for 8 hour shifts worked and is subject to paragraph 1.c., requesting to bank time.
  - b. **Maximum** banked hours allowed to be accumulated shall be 120 hours at any one time.
  - c. All requests to bank overtime hours must be submitted **in** writing to the Supervisor no later than 10:00 a.m. on Mondays.
  
2. Management will grant time off for banked overtime using the following guidelines:
  - a) Request for time off using banked overtime must be submitted 3 days in advance of day off requested.
  - b) Requests must be 4 hours or more.
  - c) SSO's and or summer replacements **will** be used to cover banked overtime days.
  - d) Granting of banked overtime days shall not be granted if it jeopardizes other employees vacation, lieu day, or F..H. day off request.
  - e) Banked overtime days must be used at the same base rate of pay they were earned at, any unused hours shall be paid out at the same base rate of pay they were earned at, and can be cashed out on a once per calendar year basis.
  - f) Banked overtime days shall not be granted on any premium day or if any additional **costs are** incurred by the company.

## **LOCK AND KEY WORK**

Security and Administration of the lock, key, work will be retained by the supervisor or his designate.

## OVERTIME EQUALIZATION

For the purposes of administrating overtime, the following rules shall be followed. Should the rules conflict with the terms and conditions of the Master, the Master will be followed.

1. Overtime **shall** be equalized among the P.S.O.'s in the equalization group. **As** a matter of policy, overtime will be offered to P.S.O.s lowest to **highest** in overtime hours charged. This will be administered **as** per # 11. The P.S.O. lowest in credited hours **will** have preference of any overtime shift on the calendar day.
2. All overtime charges **will** be recorded on the basis of the total hours paid involved. One hour at time and one-half equals one and one-half hours chargeable.
3. Overtime equalization records will be maintained by management or **his** designate on a continuing basis and will be displayed within the **main** gatehouse.
4. A P.S.O. on an authorized leave of absence for any **reason** for a continuous period of more than 30 days, **shall** have his/her name removed **from** the equalization records. Upon **his** return to work, **his** name shall be placed back on the equalization ~~list~~ at the average hours of the group.
5. A P.S.O. returning to the Bargaining Unit full length of service from a job outside the Bargaining Unit shall have **his/her** name entered on the equalized records immediately and he shall be charged with the average hours of the group.
6. When two or more P.S.O.'s have **an** equal number of credited hours, the P.S.O. with the **highest** seniority will be asked first. The reverse order **will** be used in the event of drafting. A P.S.O. can not be drafted until S.S.O.'s have been asked first after primary contact with P.S.O. and then it is preferable that S.S.O.'s be drafted **in**, not P.S.O.'s. Regardless, results of **all** calls made must be documented. If P.S.O. is drafted, it will **be by** lowest hours of P.S.O..
7. When 2 or more P.S.O.'s are required within the same shift on a calendar day, the employee with the lowest hours shall have the first selection of the overtime assignments.
8. a) Overtime hours will be charged for **all** overtime worked (one hour at time and one-half equals one and one-half hours chargeable) for **all** overtime refused while at work. A maximum of eight (8) hours charged at the applicable rate of pay. **All** overtime hours shall be reduced to "0" for all employees on January 1 of each year.  
  
b) Any hours worked on a holiday will not be considered **as** overtime and therefore not



charged on the overtime equalization list, unless a PSO works on his lieu day or more than 8 hours on **his** scheduled shift.

9. Separate Manpower for P.S.O.s shall be retained and available for inspection. Such sheets contain the following information:

Names of Available Employees  
Overtime Hours  
Order of Contact  
Date and Time of Contact  
Contacts to be initialed by Supervisors

10. P.S.O.s who are absent for Union business **shall** not be charged for **hours** which would have been available to them had they worked.
11. When any shifts more than 4 hours are available, the hours shall be offered to P.S.O.'s on their days off and any shifts of 4 hours or less **will first** be offered to P.S.O.'s after the S.S.O. agreement is satisfied re: Master-Overtime.
- a. Low man who is scheduled day off, is offered overtime on his schedule shift **first**, (by low hours), then PSOs lowest in hours scheduled off on opposite **shifts**.
  - b. After **satisfying** (a), then overtime is to be offered **to** low man scheduled on opposite shifts.
  - c. When **a** P.S.O. accepts an offer to work overtime on their scheduled day off on any shift, they will be considered to be no longer on their day **off**. This PSO **will now** be last to be offered any further overtime opportunities on that *calendar* day.
12. All overtime hours will be calculated on a Monday through Sunday basis and recorded on **the** overtime equalization list.

## HOLIDAY SCHEDULING

The Union and Company agree to the following procedures set forth and are administered on the basis ~~that~~ this fairly and equitably distributes the opportunity to work triple time days. As well, ~~the~~ parties understand that these guidelines **will** not create costs to the Company.

For the purposes of administrating holiday hours the following rules shall be followed. Should the rules conflict with the terms **and** conditions of the Master, the Master **will** be followed. S.S.O.'s **will** only work on a holiday after all P.S.O.s have been scheduled ~~and/or refused~~ such assignment.

The following are the ~~minimum~~ schedule requirements when a holiday occurs on a Friday but may be subject to change according to operational requirements:

Day <del>Shift</del>	Kildare 1,2,3
Afternoon <del>Shift</del>	Kildare 1,2,3
Nights Turner	Thursday Night
Nights Kildare 1,2,	Relief Midnight

Any **additional** Security Officers required **will** be pooled by using the Holiday Hour Equalization Board ~~per shift~~. If **all** Officers ~~refuse~~ the holiday hours, the Officer on the "~~off shift~~" with the lowest holiday hours **will** have the opportunity to work. The officer on Lieu day **will** go to the bottom of the holiday hour list on all three **shifts**.

The following are the ~~minimum~~ schedule requirements when a holiday occurs on a Monday ~~but~~ may be subject to change according to operational requirements:

Day <del>Shift</del>	Kildare 2, Relief Days, DAM
Afternoon <del>Shift</del>	Kildare 2,3, Relief Afternoon
Nights Turner	Sunday startup
Night Shift	Kildare 2, Relief Nights, Turner

**Any** additional Security Officers required **will** be pooled ~~by~~ using the Holiday Hour Equalization Board ~~per shift~~. The Officer on Lieu Day **will** go to the bottom of the holiday hour list on ~~all~~ ~~three~~ shifts. If ~~all~~ ~~Officers~~ ~~refuse~~ the holiday hours, the Officer "on ~~shift~~" with the lowest holiday hours **will** have the opportunity to work.

All holiday hours worked or ~~refused~~ (while on shift ) **will** be calculated on a Monday ~~through~~ Sunday ~~basis~~ and recorded on the Holiday Equalization ~~List~~ in the following manner: 8 hours worked or ~~refused~~ 8 hours chargeable.

## VACATIONS

Management shall grant vacations, if sufficient personnel are available **as** per vacation procedure. The following **are** the guidelines for administering vacation selection:

1. Vacation selection commencing in **January** through to the end of December in each calendar year will be open to eligible Security Officers.
2. Four **(4)** Officers will be allowed to take vacation at any one time.
3. Each Officer **will** be required to designate his vacation entitlement, beginning April 1st of each year. **The** first four high seniority Officers **will** be required to **book** which vacation time they want. Each booking group will be given (1) one week to consider the time off they want. Each group consists of **(4)** four Officers allowed **off** at one time, except for the Plant Shut Down. After each group of booking is completed the remaining group **will** be informed of any weeks that are fully **booked** and cannot be taken.

Should any Officer wish to change **his** vacation request after **his** booking week is done, he **will** then go to the bottom of the request list for the time he **wishes** to change. Vacation requests outside of the booking will be dealt with on an individual basis.

All requests which meet the above requirements **shall** be posted 30 days prior to date requested.

4. Any request **shall** be stamped and initialled by Supervisor and 1 copy **returned** for proof of receipt.
5. Use of days owing in lieu of holidays may be utilized in conjunction **with** vacation, but **must** be requested separately *in* writing **and** not entered onto the vacation sheet. Lieu **days** will not jeopardize another P.S.O.'s vacation request.
6. To avoid the possibility of S.S.O.'s working without a regular P.S.O., the following shift changes will be filled by:
  - a. The Supervisor asking the available officer to make mutually **agreed** changes.
7. Any requests submitted *after* cutoff **dates will** be granted by earliest date received, and by seniority **only** if submitted the **same** date. This is **to** include single day vacation requests.

8. Vacation days must be used by December 31<sup>st</sup> of the current year.
9. If an employee must cancel his/her vacation, 2 days notice must be given to management.
10. If a balance of unused vacation days and F.H. days are outstanding due to unforeseen circumstances, this will be dealt with on an individual **basis** by Supervision. In the event that there is a discrepancy or dispute, the Supervisor **will** contact the next in command, if at **all** possible.
11. A list of outstanding vacation, F.H., bank **days**, and lieu days **will** be posted regularly and to be updated every Tuesday dayshift.
12. Requests for vacation or F.H. days or lieu days must be submitted 3 days in advance of day requested to Management.
13. Management shall grant lieu days, F.H. days, if sufficient personnel are available **as per** vacation procedure.
14. Four **(4)**hour increments may be requested but are subject to the availability of S.S.O.s and summer replacements and at no additional cost to the company. Three (3) days notice to be submitted to the Supervisor.
15. Vacancies in the schedule created by vacations or any other absence of one work week **(40)**hours) or longer in duration may be assumed by the officer with the greatest length of service who is at work. Such vacancies **will** result in only 1 move of a P.S.O. **as** the vacation replacement **will assume** the vacant *shift* of the **high** seniority officer. Officers who elect to move in these situations may not make any further schedule exchanges. For the purpose of this language only vacancies of one work week **(40)** hours) or longer in duration **will** be used and the Company **shall** not incur any additional costs.
16. Time off **will** be granted in the following priority: 1<sup>st</sup>. vacation and FH days, 2<sup>nd</sup>. lieu days and third bank days.

## **RECORDS OF REQUESTED TIME OFF DAYS**

The record of the above-mentioned **will** be maintained by Management or **his** designate and posted at the **Main** Gatehouse.

## **SHIFT TAG RELIEF**

The Company acknowledges shift **tag** relief but, **this will** occur at no additional cost to the Company. **As** well shift tag relief is not to interfere **with** the effectiveness of the operation.

Any abuse amongst **Security** will be dealt **with** internally without the company's involvement.

Should operational **effectiveness** be jeopardized at any time in allowing shift tag relief, it **will** result in **this** practice not **being** continued.

## EXCHANGE OF SHIFTS

1. Forms requesting exchange of shifts must be submitted 2 days in advance of the exchange and signed by both parties. Exception may be made to this policy in the event of unforeseen circumstances.
2. Forms for requesting exchange of shifts must be submitted to the Supervisor.
3. Once an exchange of shift is approved, no further exchanges of vacation, lieu days, or F.H. days for either party will be allowed.
4. An employee who has requested vacation, lieu or F.H. days on a given day shall not be allowed to exchange duties on these days.
5. If an employee has been granted an exchange of shift and does not fulfill his obligation, it shall be dealt with on an individual basis as it occurs.
6. No exchange will result in additional costs to the company.
7. No exchange of overtime shifts shall be granted.
8. The appropriate shift premium will be paid for the actual shift worked.

## UNIFORMS

1. Cleaning of authorized uniform pieces will be supplied by the company with pick-up and delivery as determined by use.
2. Authorized repairs to uniform pieces will be supplied by the company.
3. Alterations of pant lengths and waist size shall be done upon issue at the Company's expense. No custom tailoring will be provided.
4. Management will prescribe all pieces of d o r m s .

## UNION TIME OFF

All requests for Union time off shall be submitted at least 2 days in advance. This does not include the time required to investigate and/or discuss grievances that occur during the shift.

## UNION ORIENTATION

The Committee person on shift will be granted 30 minutes to engage in an orientation meeting with new hires during the first week of the new hire's employment, at no additional cost to the company nor result in operational ineffectiveness.

## COMMUNICATION MEETINGS

1. The purpose of these meetings shall be for discussion of concerns regarding this Agreement that may arise during the life of the Agreement.
2. Communication meetings shall be held between the Employer or his designate and 1 other representative, the Chairman or his designate and 1 other representative who is on shift, at no additional cost to the company.
3. The time, date, location of a meeting shall be mutually agreed to by both the company and the union at least 3 days prior to the meeting.
4. The union and management shall exchange an agenda 3 days in advance of the meeting.
5. Meetings between management and union shall not occur unless all of the above have been adhered to and at no additional cost to the company.

## GENERAL

1. Any under payment of 4 hours or more on any employee's pay shall be rectified by management within 3 business days.
2. Any under payment of less than 4 hours on any employee's pay shall be included in the next pay statement.
3. Any payroll errors shall be reported to the supervisor by the employee.
4. Any payments generated by the settlement of a grievance **will** be paid in **the** next pay period.
5. The union **shall** have use of the company photocopy machine, approved by Supervision **as** to nature and quantities used.
6. The **union** shall have use of the company fax machine, approved by supervision for company related correspondence. **Other than** company related correspondence will be determined by supervision for approval of use.
7. The company agrees to pay all costs of transportation to the hospital or doctors office regarding **an** on-duty medical injury situation. The Company has agreed to continue to supply emergency medical coverage for all security personnel while on duty.
8. Stationary supplies i.e. forms, pens etc.. to perform security related duties will be provided by the company. The company **maintains** the right to control such and the costs thereof.
9. The company agrees to pay for prescription **safety** glasses in accordance with the client's requirement. Authorization for purchase **must** be through **the** Supervisor prior to purchase at designated Optical store.
10. Loss of statutory holiday pay **will** not be included as **part** of the disciplinary penalty assessed.
11. The company will ensure that Security Officers **will** get a scheduled lunch break and relief. It is understood that scheduling may be subject to fluctuation due to emergency situations that may **arise** while on-duty.



12. Management **will** survey **all** gatehouse/posts with the intent of determining where maintenance work is necessary to improve conditions of these facilities. Where necessary, such repairs **will** be made and efforts to improve janitorial service **will** continue. Where necessary, Management will attempt to facilitate with the Client to repair. Management **will** update the local union within (7) days of receipt of the Client's response.

Efforts to keep gatehouse/posts clean should be complimented by the security officers and supervisors **assuming** some of the responsibility for the general cleanliness of **the posts**.

Continuing dialogue between Plant Security Officers and Management **is** necessary. The onus **is** on Management to continually dialogue with the client to ensure proper/acceptable gatehouses and posts for **our** Plant Security Officer.

Specific problems should be documented and forwarded to the Shift Supervisor who **will** in turn bring to the attention of **the** G.M. Divisional Security.

The company **will maintain** at all operational gatehouse posts, microwaves, refrigerators, **am/fm** radio (at Kildare), table, chairs, and will repair or replace if **and** when required.

The Client has allowed our Security Staff to make use of the fitness centre at the facility during their off duty times. All officers using this area must register with the Fitness Director and follow **all** rules and regulations which are in place for their safety. Violation **of** the rules and regulations by **an** Officer will result in this privilege being terminated while in our employ.

There are no plans to make changes to any **of** the locker rooms or the lockers in them. Turner Gate has no additional room for any additional lockers. Kildare Gate has been equipped with enough lockers to support **the** departments **size**. Should the requirements change in **the** future, the company will address **the** issue with the client and use its best efforts to resolve.

13. A security schedule may be made in advance to cover a 1-year period and posted. It is desired to have weekend schedules posted, on Thursday, **but cannot** be guaranteed because coverage is based on **the** needs of the plant that can be ever changing. It must be understood that **all** schedules may be subject to change at any time to support production or trade coverage required for the plant and **as per** the client.  
The company at **this** time does not plan to change starting and quitting times. However, starting and quitting times may be required to be adjusted from time to time to support the client/plant **operational** requirements.

14. The Company **has** agreed that special assignments (e.g. hose testing) be offered to Seniority P.S.O.s when available. Currently the Company does provide this opportunity and **will** continue to do so. **In** providing this, it is understood between the parties that operational requirements must be met and the scheduling of special assignments **will** create no costs to the Company.
15. Portable heater **will** be supplied and maintained for union office.
16. The Union chairperson or designate **shall** be provided a copy of each plants master weekly schedule, pay roster schedule, overtime equalization sheets and overtime call-in logs and **an** accurate record of vacation, **bank**, lieu, F.H. Days updated on the Monday following each week.
17. The Company **will** supply and maintain the coffee machines at all gates. The Company **will** also replace these machines when needed.
18. The committee **will** be supplied with **an** office area to maintain records and carry on union business in **an** efficient manner, with **24 hr.** accessibility.
19. Fifteen (15) days notice for schedule changes **will** be given for annual training.
20. There **will** be no combined training with non-bargaining unit members.
21. The Company **will** supply three (3) kettles per contract.
22. The Company to supply coffee, tea, hot chocolate, sugar and (18%) liquid creamers at Kildare Gate.
23. **The** Company to supply all medical/dental claim forms at Kildare gate with twenty four (24) hour accessibility.
24. The Company **will** grant one employee **16** paid hours at the straight time rate for United Way activities per year, which may be taken in **4** hour increments with two days notice.
25. The Company will supply two portable attachment flashlights with clip-on's.
26. The Company **will** supply a Computer, monitor, and printer for Union.
27. The Company **will** endeavor to have **the** Client maintain existing gates and working conditions and endeavor to acquire privileged parking if at all possible.
28. The Company **will** supply the local union with a copy of the local agreement on 3.5 floppy disk.

29. The Company **will** pay the chairperson or designate to attend the yearly chairpersons seminar at CAW **195**, up to **8** hours **only**.

30. The PSO who is scheduled to work the Saturday nightshift on the existing DAM schedule, may be granted permission by supervision, subject to operational requirements, to **fulfill** a vacant shift opportunity in lieu **of working** the Saturday nightshift if no additional costs are incurred by the Company.

31. The Company **will** continually dialogue With the client regarding the needed security presence during production hours at the Turner/Munsee and North lot gates.

32. No SSO **will** work on a holiday unless **all** other PSOs have **refused** such assignment.

This Agreement dated this April 1, 2003, shall continue in full force and effect until **11:59** p.m., March 31, 2006, when it shall automatically terminate.

**LOCAL AGREEMENT**

**BETWEEN**

**SECURITAS CANADA LIMITED**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION**

**AND**

**GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)**

**AND ITS**

**LOCAL 1090**

**OSHAWA, ONTARIO.**

**DATED:**

**APRIL 1, 2003**

**RECEIVED**  
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## **LOCAL AGREEMENT**

**This Agreement entered into on April 1, 2003 between Securitas Canada Limited, hereinafter referred to as the Company, and the National Union, CAW and its Local 1090 Oshawa, Ontario, hereinafter referred to as the Union.**

## PURPOSE

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, and to provide for the peaceful adjustment of any differences, which may arise between them respecting the application of this agreement.

Wherever in this agreement a masculine pronoun or the singular or plural form of man is used, it is understood that such references are meant to have equal application to all Securitas Security Officers covered by this Agreement, male or female.

## DEFINITION

For the purpose of this agreement the term "employee" shall include and be limited to all security officers employed by Securitas Canada Limited and its General Motors of Canada Limited site in the City of Oshawa, in the Regional Municipality of Durham.

## **SENIORITY/SENIORITY LIST**

1. All PSOs have seniority and seniority rights.
2. One master seniority list shall be prepared for the purpose of layoff and recall.
3. The master seniority list is prepared for the purpose of filling seniority posts. The list will be posted twice yearly or **as** amended, in a location accessible to all employees.
4. All new employees employed **as** full time employees at the Oshawa location will be listed by date of hire, which will be the **first** day worked **as** a permanent employee, in the event two or more **begin** work on the same date of hire the order of seniority names shall be drawn randomly by the union.
5. The only official seniority list shall be the seniority list posted and signed by the highest-**ranking** Securitas official at the Oshawa site or their designate **as** agreed to by the parties.



## OVERTIME PROCEDURES

For the purpose of administrating overtime, the following rules *shall* be followed

1. Overtime shall be equitably distributed among the employees as ~~far as~~ practicable in the equalization group.
2. All overtime charges will be recorded on the basis of the total pay hours involved. One hour at time and one half equals one and one-half chargeable hours.
3. Overtime equalization records will be maintained by management on a current basis and will be displayed in ~~an~~ area accessible to all employees. The overtime record will be completed the ~~first~~ business day of each week, if possible, and overtime will be called during the week that it is required.
4. New PSOs and employees who are absent or out of the bargaining unit for more than thirty calendars days shall have their hours averaged when they return to the equalization group.
5. Where full ~~shifts~~ of overtime are available, the hours shall be first offered to: ~~All~~ PSOs on their days ~~off~~, secondly to all PSOs working the preceding shift and thirdly to all PSOs working the following ~~shift~~. ~~This~~ excludes nightshift to dayshift.
6. Where partial shifts of overtime are available, the hours shall be first offered to: All PSOs working the preceding ~~shift~~ (first four hours), secondly to all PSOs working the following shift (last four hours) and thirdly to all PSO's on days off. ~~This~~ excludes nightshift to dayshift. SSOs cannot be used for partial shifts, PSOs must be used/offered all O/T first.
7. The following employees will be charged for overtime, which would have been available to them.
  - i Employees who are unavailable by telephone
  - ii Employees who work or refuse to work overtime
8. Answering machines and telephone busy signals. A 5-minute limit shall be considered as unavailable by telephone as defined in (7). A message will be left on answering machines and will contain date and time. On a busy signal a call back will be made 5 minutes later.
9. When two or more employees are required to work overtime within the same day, the employee with the lower hours shall have the first selection of overtime ~~shift~~ at the time of calling.
10. If an employee cancels his overtime shift the hours will be charged ~~as~~ overtime worked.

11. All O/T procedures will be followed—drafting is a ~~last~~ resort. When drafting employees it shall be done from the last PSO hired, however in all cases SSOs will be utilized before drafting. **This** means call an SSO into work before drafting or **draft an** SSO on shift before a PSO. The same employee cannot be drafted two days in a row.
12. Overtime call sheets shall be retained and be available for inspection. Name of available employees, overtime hours, order of contact, date and time of contact, disposition of contact, contacts to be initialed by supervisor.
13. All overtime hours shall be reduced to "0" for **all** employees to correspond with April 1st, each year.
14. In reference to (13) the next overtime available shall be called by seniority until employees have chargeable hours.
15. Employees who are absent on any **shift** for Union Business shall not be eligible nor **will** they be charged for hours which would have been otherwise available to them on either that **shift** the preceding **shift** or the two subsequent shifts.
16. When two or more employees with equal overtime hours are offered available overtime, seniority shall be used to determine shifts for such overtime.
17. Saturday overtime only. Seniority posts will be filled with the highest seniority post person normally assigned to that **shift**. Remaining posts filled by seniority include but not limited to 22-gate, vehicle gate, control center, fire person, and **all** new bids created over agreement. On the unscheduled Saturday dayshift, at least 3 of the 6 minimum man openings shall be overtime shifts.
18. Overtime assignment places the **officer** in the opening created by the vacancy.
19. Any PSO who is absent due to sickness for the first 30 days, will not be asked for overtime, nor will the hours be charged.

## SENIORITY POSTS

1. Seniority posts shall be posted once per year in the Month of March with an effective date of April 1st.
2. All PSO's shall be permitted to request assignment to these **jobs** within their **assigned** plants.
3. Management, on a seniority basis, shall call selection to fill the bid-posts.
4. The filling of seniority posts for absences such as short term illness, vacation and leaves of absence not exceeding 5 weeks shall be done by the next agreeable senior employee who is working on that shift. When post is filled no other movement will occur on shift.
5. If a seniority post will be unattended for a period **greater** than 5 weeks, management shall proceed to the next agreeable seniority P.S.O. and offer this employee the position. This process will continue until this post is filled. Upon return this post will be surrendered to the P.S.O. that had temporarily vacated it. The P.S.O. that temporarily filled in will return to the post they originally left.
6. In the event of seniority posts being dissolved for any reason, the officers filling these positions shall have the opportunity to fill any seniority position, providing his seniority will hold this position.
7. Any other changes of seniority posts, due to circumstances mentioned in paragraph 6, shall be filled as described in paragraph 8 until all seniority posts have been filled.
8. Any officer who vacates their seniority post for any reason except for the filling of another seniority post opening as mentioned in paragraph 6 and 7, shall return to 7 day rotating shifts for the remainder of the bid term.
9. Any officer who vacates their seniority post will not be offered any permanent seniority post for the remainder of the bid period. The only exception to this policy will be if a new seniority post is created during the bid period.
10. **During annual** bidding for bid posts, the company will continue using the criteria of overall seniority to determine access to any bid post, as well as access to a particular shift and building in each respective bid. This would also be in keeping with the ongoing use of seniority to determine job access.
11. If new jobs are created union will be consulted immediately and will be manned by a seniority employee after 30 days.
12. **During annual** bid selection seniority will also be used to determine shift preference for those not in bids.

13. The only posts that are seniority posts are as follows:

A. Seven Day Schedule:

Fire person Truck, 1 per *shift* total of 4. Rotate as indicated on schedule and perform such duties as relating to that post.

Fire person Paint, 1 per shift total of 4. Rotate as indicated on schedule and perform such duties as relating to that post.

Fire person Body, 1 per shift total of 4. Rotate as indicated on schedule and perform such duties as relating to that post.

Control Center, 2 per *shift* total of 8. Rotate as indicated on schedule and perform such duties as relating to that post.

B. Five Day three shift rotation:

Bottom Gate, 2 per shift total 6. Rotate as indicated on schedule and perform such duties as relating to that post.

Gate 22, 1 per shift total 3. Rotate as indicated on schedule and perform such duties as relating to that post.

C. Five Day two shift rotation:

Control Center, 1 per shift total of 2. Rotate as indicated on schedule and perform such duties as relating to that post.

D. Five Day afternoon shift CREC.

## REDEPLOYMENT FOR FIRE/FIREWATCH DUTIES

1. The following shall apply to redeployment of P.S.Os to cover fire/firewatch duties:
  - (a) The 1st agreeable P.S.O. with overall seniority on 7 or 5 day operation will be redeployed.
  - (b) In the event no P.S.O. accepts fire/firewatch duties, the least senior ~~of~~ the above will be drafted to fill redeployment positions.
  - (c) In the event more P.S.Os are required to be redeployed the lowest P.S.O. in seniority on a seniority ~~post~~ will fill the position.
  - (d) Anyone with documented medical restrictions will not be redeployed.

# VACATIONS

1. Management shall grant vacation, if and only if sufficient personnel are available as per vacation procedure.
  - (a) All vacation requests for summer vacation must be submitted prior to March 31 of the current calendar year.
  - (b) All fall vacation requests must be submitted prior to June 30 of the current calendar year.
  - (c) All vacation requests for winter vacation must be submitted prior to November 30 for the next calendar year.
  - (d) All requests, which meet above requirements, shall be posted 30 days prior to the date requested.
2. Any request shall be stamped and initialed by supervision and 1 copy returned for proof of receipt.
3. Any requests submitted after cutoff dates will be granted by earliest date received.
4. Vacation days must be used by December 31 of the current year.
5. If an employee must cancel his vacation 5 days notice must be given to management.
6. Any last minute requests and unused vacation days due to unforeseen circumstances will be dealt with on an individual basis by supervision. In the event there is a discrepancy or dispute, the supervisor and/or the PSO will contact the next in command if at all possible.
7. A list of outstanding Vacation, Bonus and Lieu Days, will be posted by October 1st and June 1st of each year.
8. Whenever practical, the granting or refusal of vacation will be done 5 days in advance of day requested and the reason for the denial will be in writing.
9. Vacation replacement - only from May 1 to September 15.
  - a. When all agreeable seniority employees from 7 and 5 day operation have been exhausted, we agree to first use SSO's, then if exhausted, vacation replacements for fire hose testing and extinguisher checks.
10. Vacation will be granted as long as each sites minimum rule is met. For the period from May 1 to September 15 the minimum full-time manpower shall be:

South Plant	(a)	Monday to Friday - 8 per shift
	(b)	Saturday dayshift six per shift.
	(c)	Sunday and Statutory Holidays - 6 per shift
	(d)	Saturday afternoons and nights - 6 per shift.
11. Vacation will not be cancelled because of training.

### **FLOATING HOLIDAYS(Bonus) DAYS IN LIEU**

1. Management shall grant days, if and only if sufficient personnel are available as per vacation procedure.
2. Whenever practical the granting or refusal of Days will be done 5 days in advance of day requested.
3. Any last minute requests and unused Days due **to** unforeseen circumstances will be dealt with on an individual basis by supervision. In the event there is a discrepancy or dispute, the supervisor and/or the PSO may contact the next in command if at **all** possible.

### **RECORDS OF VACATION, LIEU DAYS, AND BONUS DAYS**

1. The record of Vacation, Days in Lieu, **and** Bonus days will be maintained by management and each employee will upon request have **a** printout provided within 24 hours during normal business hours.

## EXCHANGE OF SHIFTS

1. Forms requesting exchange of shifts must be submitted three (3) days in advance of the exchange and must be signed by both parties. Exceptions may be made to this policy in the event of unforeseen circumstances.
2. Forms for requesting exchange of shifts must be submitted directly to the supervisor on duty
3. **An** employee who **has** requested vacation, days in lieu, or bonus days on a given day, shall not be allowed to exchange duties on these days. Two PSOs may exchange **shifts** and **still** take vacation.
4. If an employee has been granted an exchange of duties **and** does not **fulfil** his obligation, it shall be dealt with on an individual basis **as** it occurs.
5. No exchanges will result in any additional costs to the company.
6. No exchange of overtime shifts shall be granted.
7. When an exchange between officers of the same seniority post takes place these officers will be allowed to work the same seniority post they hold.
8. The appropriate shift premium **will** be paid for the actual shift worked.
9. Exchanges involving seniority posts:  
Seniority **post** for same seniority post will involve no movement of any other PSOs on **shift**. Seniority post for any other posts - Seniority PSOs will work **post** exchanged. Other **post** will work **post** vacated by highest agreeable seniority P.S.O. on shift moved to cover seniority post. When a 7-day or 5-day PSO switches, they follow each other's rotation

## 5 DAY OPERATION POSTS

1. For **all** intents and purposes 5-day operation post position will be filled on a seniority basis. Upon vacating, the employee will return to 7-day operation, filling the vacancy created.

## UNION TIME OFF

1. All requests for Union time shall be submitted at least 3 days in advance and a notice of granting or refusal will be issued within 1 business day. This does not include the time required to investigate and/or discuss grievances that occur during the shift.



## UNION ORIENTATION

The union will be granted 45 min. to engage in an orientation meeting with new hires. This discussion will take place on the last day of SSO training with the understanding that they may not remain on board.

## COMMUNICATION **MEETINGS**

1. The purpose of these meetings shall be for discussion of concerns regarding this agreement that may arise during the life of the agreement.
2. Communication meetings shall be held weekly between the Manager, Securitas, or his designate and 1 other representative, and the Chairperson or their designate and 1 other union representative who is on shift.
3. The time, date, and the location of this meeting shall be mutually agreed to by both the company and the union at least **3** days prior to the meeting.
4. The chairperson will be allowed to meet with scheduled committee people on shift a **maximum** of **4** hours once every **two** months **to** discuss issues related to the collective agreements. The union understands that the chairperson and site manager will discuss **at** which time this will be granted, so that the employer is not burdened with additional costs. The company makes it clear that such meeting is to the benefit of the union and employer.
5. The union and management shall exchange **an** agenda 3 days in advance of the meeting.

## **BANK TIME T/O**

1. At the discretion of the P.S.O., the P.S.O. may request to bank overtime worked on the following conditions:
  - a. Time **off** in lieu of overtime hours will be accumulated at a rate of **12** hours for **8** hours worked at time and one half and **16** hours for **8** hours worked at double time.
  - b. Only full shifts of 8 hours may be banked.
  - c. Maximum banked hours allowed to be accumulated shall be **120** hours. **On** triple time paydays, the PSO has the option **to** bank **(16)** hours if working **an (8)** hour **shift**.
  - d. All requests to bank overtime hours must be submitted to the supervisor at the **start** of the shift in writing.
  
2. Management will grant banktime days using the following guidelines:
  - a. Requests for banktime days must be submitted 3 business days in advance of day **off** requested.
  - b. Whenever practical the granting or refusals of banktime days will be done five days in advance of day requested.
  - c. Requests may be made in 4 hour increments.
  - d. Floaters, SSOs and/or summer vacation replacements will be **used** to cover banktime.
  - e. Granting of banktime shall not be granted if it jeopardizes other employees vacation, lieu days, or bonus day request.
  - f. Banktime will be granted **if** manpower allows
  - g. Hours not used will be compensated at the same rate of pay they were **earned** at, and may be cashed out **on** a once per calendar year basis.
  - h. Any last minute requests and unused banktime due to unforeseen circumstances will be dealt with on an individual basis by supervision.  
In the event there is a discrepancy or dispute, the supervisor and/or the PSO will contact the next in command if **at** all possible.
  - i. Banktime shall not be granted on any premium paydays or if any additional costs are incurred by the company.
  - j. T/O may be used on a triple time **day** but a Lieu Day is not **earned**, therefore **it** remains the same, and there shall be **no** additional costs to the Company.

## **LOCK AND KEY WORK**

1. **Security and Administration of the lock and key work will be retained by Management.**
2. **Key cutting (with the exception of grand master and core keys), and installation of cores in padlocks and doors will be bargaining unit work under the direct supervision of Management.**
3. **In emergency situations Management may be required to perform this work.**

## **GENERAL**

1. Lunch relief will be provided at **post 5, 8** and on all three shifts, and bottom gate on days and afternoons. This practice will continue unless conditions change
2. Any under payment of 4 hours or greater on any employee's pay shall be rectified by management within 2 business **days**.
3. Any payroll errors shall be reported to the supervisor by the employee.
4. Loss of statutory holiday pay will not be included **as part** of the disciplinary penalty assessed.
5. Annual training classes will be scheduled and posted 15 days in advance.
6. Local chairperson will be provided with a filing cabinet for storage of records.
7. The chairperson of the local will be provided with an **office** area to maintain records and *carry* on union business. Outside telephone will be provided within the office. The union shall reimburse the company for long distance charges with the exception of calls to National office, or pre-approved other charges. Any long distance charges under \$25.00 **per** month will be forgivable. Union will have use of company Xerox approved by supervision as to nature and quantities used. A computer monitor and printer will be supplied. The Company will provide ink cartridges **as** required.
8. Seniority post personnel will not be utilized on a regular basis on gate security functions.
9. If two or more PSOs are working on a shift other than their **own** regular scheduled shift, they will be assigned posts by seniority.
10. Supervisors will provide courtesy calls to PSOs if their posts have been changed while they were **off** duty, whenever possible.
11. A recording capability on the supervisor's phone will enable employees to leave a message when they call in sick or call to report back to work.
12. Appropriate chairs will be supplied, maintained and replaced when required, by the employer. The employer will provide **a** television for the squad room.
13. The Company will request the Client to provide a secure lockup at each bridge **post**.
14. The Company will express their concern to the Clients of a female locker room not being large enough. Females will be allowed to use the locker room within the women's washroom and there will be rearrangement in the co-ed locker room of assigned locker's so that women

are closest to the hall entry door.

15. The Company will express their concern to the Clients that suitable heat be provided for gates.
16. The Company will replace existing Company kettles that are no longer working.
17. The Company will continue to encourage the Client to repair microwaves. The Company will replace if required the microwaves currently in use. The Company will not replace stolen microwaves.
18. The Company will replace if required desk lamps at 24-hr. gateposts.
19. Subject to operational requirements, the existing start times are 06:30, 14:30, 22:30 hours.
20. The Company, subject to Client rules, will supply coffee, creamer and sugar in the squad room and at the vehicle gates.
21. Seven-day operation rotation will advance one ~~post~~ location on the schedule on a monthly basis.
22. The Company agrees to allow the Local Chairperson to assist the Company's designate(s) with the return to work process of ~~an~~ employee on sick and accident leave and work-related injury leave.
23. Special Duty Assignments will be offered to the senior employee on shift not assigned to a bid-post, time permitting, subject to operational requirements.
24. Bulletin boards will be provided at Scales and Vehicle gates for Company information, subject to the right of the Client to remove.
25. No off-hour training will be offered in relation to the temporary Saturday fire training as in the past.
26. The Company will not schedule mandatory overtime.
27. The Company will provide tear away vests to meet safety needs.

**This Agreement dated this April 1, 2003 shall continue in full force and effect until 11:59 p. n., March 31, 2006 when it shall automatically terminate.**

IN WITNESS WHEREOF, the Company, the Local **Union** and the National **Union** have caused this Agreement to be executed by their duly authorised officers and representatives as of the day and year **first** above written.

National **Union**,  
National Automobile, Aerospace and  
Transportation and General  
Workers **Union** of Canada (CAW - Canada)  
And Its Local 1090 Oshawa, Ontario  
K. Simkin  
P. Omorogieva  
J. Behm  
J. Gatens  
D. Dus

Securitas Canada Limited

R. Flesher  
K. Berlenbach  
B. Swindells  
A. Hiddink  
C. Bishop

**LOCAL AGREEMENT**

**BETWEEN**

**SECURITAS CANADA LIMITED**

**AND**

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

**AND ITS  
LOCAL 2163, LONDON DIESEL DIVISION  
LONDON, ONTARIO**

**DATED: APRIL 1, 2003**

**RECEIVED**  
SEP 10 2004

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## LOCAL AGREEMENT

**This** agreement entered into on April 1, 2003 between Securitas Canada Limited, hereinafter referred to as the Company and the National Union CAW and its Local 2163, London, Ontario, hereinafter referred to as the Union.

---

**John** Martene, Chairperson  
C.A.W., Local 2163

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Jerry Sollazzo Commiteeperson  
C.A.W., Local 2163

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Jeff Kocins, Committeeperson  
C.A.W., Local 2163

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Ron Flesher, General Manager  
Securitas Canada Limited

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Kristen Berlenbach, Division Operations Co-ordinator

## **PURPOSE**

1. The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, and to provide for the peaceful adjustment of any differences, which may arise between them respecting the application of this Agreement.
2. Wherever in this Agreement a masculine pronoun or the singular or plural form of man is used, it is understood that such references are meant to have equal application to all Securitas Security Officers covered by this Agreement, male or female.

## **DEFINITION**

For the purpose of this Agreement, the term employee shall include and be limited to all Security Officers employed by Securitas Canada Limited at its General Motors of Canada Ltd, site and General Dynamics(subject to acquiring the work) site in the City of London, County of Middlesex.

## **BANKED OVERTIME**

1. At the discretion of the P.S.O., the P.S.O. may request to bank overtime worked, on the following conditions:
  - a) Banked overtime **will** be accumulated at a rate of time and one half or double time.
  - b) A P.S.O. working a triple time day **will** have the option of being paid straight time plus shift premiums and banking the overtime at the double time rate.
  - c) Maximum banked hours allowed to be accumulated **shall** be 120 hours.
  - d) All requests to bank overtime hours must be made at the call up of the overtime notification.
  
2. Management will grant time banked overtime using the following guidelines:
  - a) Requests must be 4 hours or more.
  - b) Granting of banked overtime shall not be granted if it jeopardizes other employees vacation, lieu or F.H. day requests.
  - c) Management must furnish a copy of all denied banked overtime request to the unit chairperson. Denied request must show just cause.
  - d) Banked overtime will be granted solely at Management's discretion.
  - e) Hours not used shall be compensated at the same base rate **of** pay they were earned at, and may be cashed out on a once per calendar year basis.
  - f) Banked overtime shall not **be** granted on any premium pay day or if any additional cost\$**are** incurred by the Company.
  - g) Any last minute requests due to unforeseen circumstances will be dealt with on **an** individual **basis** by the Supervisor.

## LOCK AND KEY WORK

Security and administration of the lock, **key**, and swipe card work **will** be retained by the Supervisor or his designate.

However, **installation** of cores in padlocks and doors **will** be assigned to Security Officers by the Supervisor or acting designate. The Supervisor from time to time may install restricted security cores upon the Client's request.

Swipe cards, **will** be retained by the Supervisor. Upon request, Security Officers **will** issue to the appropriate employee of the Client and record **the** information via computer entry.

## OVERTIME NOTIFICATION PROCEDURES

### CASUAL OVERTIME

For the purposes of administering overtime, the following rules shall be followed

- 1) Casual overtime is defined as pre-shift or post shift overtime to a maximum of 4 hours. All overtime greater than 4 hours **will** be administered under the overtime equalization procedure.
- 2) Casual overtime will be credited **to** the equalization board.
- 3) Casual overtime will first be offered to the employee working the post.
- 4) The equalization board **will** be used as reference to offer the greatest amount of available overtime to the lowest P.S.O. in credited hours.
- 5) When available, casual overtime hours are equal, the P.S.O. with the highest seniority **will** have preference of **post**.
- 6) P.S.O.s on a scheduled **day** off would not be called for casual overtime.

## **OVERTIME EQUALIZATION PROCEDURE**

For the purposes of administering overtime, the following rules shall be followed:

- 1) P.S.O.s will be notified of overtime work **as far** in advance where practicable.
- 2) With the exception of emergency situations the calling of P.S.O.s at their homes for overtime assignments will not be made between 23:00 hrs. and 05:00 hrs..
- 3) With the exception of emergency situations telephone calls for overtime assignments to P.S.O.s who have worked the previous night shift are to be delayed until 13:00 hrs..
- 4) Because of the rotating shift method **of** scheduling, all P.S.O.s in the bargaining unit shall be in the same equalization group. Bid posts are excluded from the equalization group.
- 5) P.S.O's working Bid posts **will only** be offered O/T in the equalition group after all regular scheduled P.S.O's have **refused** O/T.
- 6) New hired P.S.O.s shall have their names entered on the equalization records at the highest hours of the group following probationary period of employment.
- 7) Overtime shall be equalized among the P.S.O.s in the same equalization group as far as practicable. **As** a matter of policy, under normal circumstances an effort will be made to offer overtime to P.S.O.s lower in hours. The P.S.O. lowest in credited hours will have preference of any available overtime shift on the calendar day.
- 8) Overtime equalization records will be maintained by Management or his designate on a continuing basis and **will** be displayed within the Main Gate House.
- 9) **All** overtime charges will be recorded on the basis of the total hours paid involved. (One hour at time and one half equal one and one half chargeable hours.)
- 10) P.S.O.'s will be allowed to submit a letter to Management, in that he, the P.S.O. will not be asked to work any voluntary overtime, but will be credited

with **hours as** if he had worked them or **may be** drafted.

- 11) P.S.O.'s when asked to work overtime, and **after** accepting, may be allowed to trade **shifts** for that day at no additional cost to **the** Company.
- 12) Overtime hours **shall** be charged on the equalization records with the exception of casual overtime hours **as** defined - **CASUAL OVERTIME**.
- 13) When a P.S.O. is working a shift of overtime assignment on any of **his** scheduled days **off**, he **will** be eligible for any casual overtime hours in conjunction with the shift on a voluntary **basis**.
- 14) When overtime hours are available to a P.S.O. and he is absent from work for reasons other than vacation, union business, union courses, leave of absence up to 30 days will not be charged. When a P.S.O. declines **an** offer to work for which he was contacted, or **was** unavailable for contact, the hours available to the P.S.O. shall be charged on the equalization records **as** if he had worked them.
- 15) When two or more P.S.O.s have **an** equal number **of** credited hours, the P.S.O. with the highest seniority **will** be asked first. The reverse order will be used in the event of drafting.
- 16) If an overtime assignment **has** been declined **by all** available P.S.O.s in the group, the P.S.O. capable of doing the job, lowest in hours on the equalization records may be drafted by Management to accept the assignment or Management may assign the work to **any** bargaining unit member available.
- 17) P.S.O.'s will not be offered two (2) consecutive shifts of available overtime in any day (a continuous 24-hour period), unless he voluntarily agrees to accept a double shift under paragraph **(15)** of the Overtime Equalization Procedure.
- 18) P.S.O.'s on an authorized leave of absence for any reason, or on lay off, for a continuous period of more than 30 **days**, **shall** have **his** name removed from the equalization records. Upon his **return** to work, his name shall be placed on the equalization list at the highest hours of the group.
- 19) P.S.O.'s **returning to the bargaining unit with full length of service** from a job outside the bargaining unit shall have his name entered on the equalization records immediately and he shall be charged with the highest hours of the **group**
- 20) When calling for overtime assignments, and the contact is made through **an**

answering machine, a message **will** be left on the P.S.O.'s answering machine pertaining to the assignment needed for coverage. This P.S.O. **will** be charged and the calling procedure **will** move to the next available P.S.O..

- 21) Once each year, at a time mutually agreeable to the parties, the low man in the equalization group shall be credited with zero (0) hours and the balance of the group shall be charged with the appropriate numbers of hours to maintain their same relative position on the chart.
- 22) The Company **will** not hold an Employee responsible when a mistake is made when scheduling Employees for overtime. The Company **will** fully compensate the lowest P.S.O. on the O/T Board for all overtime hours that was lost as a result of a mistake.
- 23) One telephone list **will** be utilized for calling overtime assignments. The onus **will** be placed on all Employees to provide in writing to the Supervisor or his designate a current telephone number to be used when overtime assignments arise.
- 24) Overtime will be offered to the PSO lowest in recorded hours and scheduled off with eight or more hours between work assignments. These hours are chargeable on the O/T Board.
- 25) Overtime **will** not be offered to the PSO with eight or less hours off between work assignments. These hours **will** be chargeable only if the PSO accepts the assignment. Drafting cannot be enforced.
- 26) Subject to paragraph 27, overtime may be offered to the PSO that is affected by the "3 day rule" provision. These hours will be chargeable only if the PSO accepts the assignment. Drafting cannot be enforced.
- 27) Before drafting is enforced, O/T **will** be offered to the Bid position employee's in accordance to their O/T equalization group. Drafting **may** be enforced as last effort to cover assignment.

## ADMINISTRATION OF OVERTIME - 3 DAYS PRIOR TO VACANCY

- 1) When it becomes necessary to refer to the equalization board the Supervisor may do so up to **3** days prior to the vacancy and offer the overtime to the lowest Officer in hours.
- 2) Once a P.S.O. consents to work overtime, he **will** be locked into that assignment and the hours **will** be charged to the overtime equalization board. The hours **will** be recorded in red **so as** to highlight the fact that he has had prior notification and **must** be considered as part of the local hours charged.
- 3) If for whatever reason (sickness included) the P.S.O. is unable to work the overtime **after being locked in**, the overtime **will** be offered to the next lowest P.S.O., in hours. The original hours charged **will** remain against the P.S.O. who withdrew just **as if he refused** the overtime on the initial call.
- 4) The decision as when the call will be at the discretion of the Supervisor providing it falls within the **3-day** period.

There may be exceptions to this practice due to unforeseen circumstances in which case the situation **will** be reviewed **by** Supervision **and** the Union to ensure a fair and reasonable approach is applied.



## **CALLING FOR ALL OVERTIME (DAYS OFF PRECEDING AND FOLLOWING VACATIONS)**

It should be understood that Supervision is within their rights to call P.S.O.'s for overtime (except casual) on any of the scheduled days off adjoining a vacation period, if required.

However, the Supervisor would only call such persons if all else fails before drafting and then only the first 3 days off prior to, and the last 3 days off following a vacation period. Also, a refusal or failure to contact would not result in hours being charged as in normal practice.

If any P.S.O. does wish to be called during these time frames, it is recommended that the P.S.O. submit in writing the request to Supervision to that effect.

Vacation Period is defined as the Vacation selection of days that are granted and posted on Vacation Board.

## **AVERAGING OF HOURS**

Unless otherwise agreed upon between the parties, the Employer shall continue to schedule Employees for twelve-hour shifts subject to whatever exceptions are currently in place at the London location.

In recognition of the Employer's undertaking referred to above, the parties confirm their mutual agreement allowing the Company to average the Security Officers total hours worked in each week period in accordance with the Company's existing payroll periods for the purpose of determining the hours of work in each work week in the period. The parties confirm that the present constitutes an agreement or arrangement within the meaning of Section 2 of the General Regulations under the Employment Standards Act.

The parties also confirm that, notwithstanding the provisions of Section XX of the Master Collective Agreement, the terms of this letter of understanding subject to the current schedule remaining similar in nature, shall take precedence over any provision elsewhere in the Master Collective Agreement as concerns the regular work day or regular work week, for purposes, inter alia, of overtime.

Further, the parties confirm their understanding that hours worked on a person's regularly scheduled day off shall, under the terms of the existing schedule as at the date of ratification, constitute overtime hours for the purposes of the Overtime Compensation Section of the Local Agreement. The parties further understand, that there may, in the future, be a reduction in hours of coverage at which time, the parties shall meet to discuss alternative modes of scheduling which must be mutually agreed to in accordance with the Master Collective Agreement.

In addition to the Overtime Equalization Procedures ~~set~~ out in the Local Agreement, the parties have agreed to other forms of equitable ~~distribution~~, i.e. the built-in overtime hours, which practice *shall* continue subject to any scheduling requirements which may render it impracticable to continue.

## OVERTIME COMPENSATION

Due to the inconsistencies that arise in trying to implement overtime premiums with the twelve (12) hour shift schedule, the following procedures **will** occur:

1. All overtime worked Monday through Saturday inclusive **will** be compensated at one **and** one halftimes.
2. All overtime worked on a **Sunday** will be compensated at double time.

## VACATIONS

- 1) Vacation selection commencing in January through the end of December in each calendar year **will** be open to eligible P.S.O.s.
- 2) Vacation selection **will** be made by department seniority. The P.S.O. upon notification shall have his next three (3) scheduled working days to make a selection. Failing to select vacation in this time allotment will result in the selection process **being** moved to the next seniority Employee.
- 3) Three (3) Officers **will** be **allowed** to take vacation at any one time. More time-off may be granted subject to operational requirements.
- 4) When making selections, please indicate the number of hours that your absence represents.
- 5)
  - a) The first choice can be shown **as** one or two consecutive weeks from May 24th to the Labour Day weekend, and one or two consecutive weeks out of this time period.
  - b) The second choice will be one or two consecutive weeks anytime (no splitting of weeks).
  - c) The third choice **will** record the remainder of vacation.
- 6) Use of days owing in lieu of holidays may be utilized in conjunction with vacation but must be requested separately in writing and not entered onto the vacation sheet until all normal vacation selections are complete.
- 7) All extended or **unusual** vacation requests of more than two (2) consecutive weeks for the purpose of extensive travel outside of Ontario must be submitted in writing to Management. The indication of such extended vacation will be made in turn of seniority pick.
- 8) In order to maintain the **minimum** man rule the following changes will occur:
  - a) The Supervisor asking the available P.S.O.s to make mutually agreed upon changes.
  - b) If no P.S.O. is willing to change on the schedule, the Supervisor **will** then be able to make a mandatory change, giving the P.S.O. a **minimum** of 14 calendar days notice.
- 9) Vacation days must be used by December 31st of the current year.
- 10) Unused vacation, lieu and F.H. days due to unforeseen circumstances will be dealt with on an individual basis by Supervision.

## **PROCEDURES FOR FILLING VACANCIES ON CONTRACTUAL RECOGNIZED HOLIDAYS**

All permanent Officers scheduled to work Company/Statutory holidays **will** work, unless the Company gives notice to bump off the scheduled positions. In the event that the Company rehires for a “duty post” that was bumped **off**, the PSO that was affected **will** be given first offer to return to work their normally scheduled position. This practice **will** be exercised prior to implementing the “Procedure To Compile ‘Short List’”

### **Procedure to compile “SHORT LIST”:**

- Step 1           List all bumped off regular employees in order, starting with the least overtime hours charged **as** per overtime equalization board. Call PSOs in this order for the **first** shift available.
  
- Step 2           In the event the P.S.O. declines the offer, 24 hours **will** be unofficially charged to the total hours column on separate paper and the next in order contacted, and so on, through the order **if necessary**.
  
- Step 3           Should an Officer on this “short list” accept the assignment and there is more than one assignment (shift) on the same date then he will be unofficially charged 24 hours and removed from the process. The next lowest in hours would then be **called**. **This** process would continue until all assignments have been filled.
  
- Step 4           “Bid Post Bump Offs” **will only** be offered the assignment **as** a last order of contract and prior to implementing the “Overtime Equalization Procedure”.

When all Officers on the “short list” decline then the unofficial hours charged would be disposed of and the overtime equalization board **would** be put into effect **as** is the Normal Policy (see Overtime Procedures page **9**).

The unofficial hours charged in Step 2 **will** not be carried back to the Master Overtime Equalization Board but disregarded and the original hours shown on the board will be applicable.

A bumped off regular employee **may** give written notice to the Supervisor indicating his desire in not being considered for such assignments but will be included if the calling for “Overtime Procedure” is applied.

For the purpose of this procedure, the **first** vacant **shift** must be **filled** before the next one is addressed.

### **LIEU DAYS**

A P.S.O. will be granted lieu time off when advance notice of 14 days is given to the Supervisor.

### **RECORDS OF TIME-OFF DAYS**

1. The record of the above-mentioned **will** be maintained by Management or **his** acting designate and posted at the Main Gatehouse.
2. Records are *to* be maintained **in** proper updated order and posted on the pay day of each pay period and **readily** available to any P.S.O. at any time. Any discrepancies will be reviewed by Management.

## **SHIFT TAG RELIEF**

The company acknowledges **shift** tag relief but, this **will** occur at no additional cost to the Company and **as** well, not to interfere with **the** effectiveness of the operation.

Any abuse amongst security personnel **will** be dealt with internally without the Company's involvement.

## **EXCHANGE OF SHIFTS**

- 1) Forms requesting exchange of **shifts must** be submitted 2 days in advance of the exchange and signed **by both parties**. Exceptions may be made to this policy in the event of unforeseen circumstances.
- 2) **Forms** for requesting exchange of **shifts must** be submitted directly to the Supervisor.
- 3) If an Employee **has** been granted **an** exchange of shift and does not **fulfill** his obligation it shall be dealt with on an individual **basis** as it occurs.
- 4) No exchanges **will** result in additional **costs** to the Company. (The appropriate **shift** premium **will** be paid for the actual **shift** worked.)
- 5) On a recognized holiday, **shift** exchanges **will** only be granted for hours that are of equal trade amounts. (Example: 12 hrs. = 12 hrs. exchange)
- 6) The Company is prepared to **allow** Employees to exchange shifts, provided that such exchange can be accomplished during 2 pay periods. Requests due to exceptional circumstances outside of this time frame **will** be considered, subject to review and approval by the Supervisor.

## **UNIFORMS**

- 1) Cleaning of authorized **uniform** pieces **will** be supplied by the Company with pick-ups and delivery **as** determined **by** use.
- 2) Authorized repairs to uniform **pieces will** be supplied by the Company.
- 3) Alteration of pant lengths and waist **size** shall be done free of charge. No custom tailoring **will** be involved.
- 4) Alterations must be approved by **the** Supervisor prior to them being done.

## **UNION TIME OFF**

All requests for Union time should be submitted at least 3 days in advance. This does not include the time require to investigate and/or discuss grievances that occur during the Shift.

## **UNION ORIENTATION**

The Committeeperson on **shift** will be granted 45 minutes to engage in an orientation meeting with new hires during the first week of the new hire's employment at no additional cost to the Company.

## **COMMUNICATIONS MEETING**

1. The purpose of these meetings shall be for discussion of concerns regarding this Agreement that may arise during the life of the Agreement.
2. The time, date, location of a meeting shall be mutually agreed to by both the Company and the Union at least 3 days prior to the meeting.
3. Senior or local management will meet once per year for eight hours with the committee to discuss concerns related to the collective agreement. Meetings will be paid and 14 days notice given.
4. The Union and Management shall exchange an agenda 3 days in advance of the meeting.
5. The local chairperson will have a total of twenty paid weekly local hours to administer the local agreement.

## **GENERAL**

1. Any under payment of 4 hours or more on any Employee' pay ~~shall~~ be rectified by Management within 3 business days.
2. Any under payment of less than 4 hours on any Employee' pay ~~shall~~ be included in the next pay statement.
3. Any payroll errors shall be reported to the Supervisor by the Employee.
4. The Union shall have the use of the Company photocopy machine, approved by the Supervisor as to the nature and quantities.
5. The Union shall have use of the Company ~~Fax~~ machine, approved by the Supervisor for Company related correspondence. Other than Company related correspondence ~~will~~ be determined by the Supervisor for approval of use.
6. The Company agrees to maintain, replace or upgrade the personal computer in the Union Office.
7. The Company agrees to pay for prescription ~~safety~~ glasses in accordance with the Client's requirement. Authorization for purchase must be through the Supervisor prior to purchase at a designated optical store.
8. The Company agrees that it is not ~~the responsibility~~ of the Security Officers to ~~train~~ or demonstrate equipment outside of the bargaining unit, i.e., Atmospheric Monitor.
9. The Company ~~will~~ provide and maintain an equalization record of all hours scheduled or available to unit members. These hours ~~will~~ be displayed in the ~~main~~ gatehouse.
10. The Company ~~will~~ ensure that Employees ~~will~~ receive a lunch break with relief. It is understood that the time of the relief may vary due to the nature of business, or may fluctuate due to emergency situations that may arise.
11. The Company ~~will~~ notify the employee of scheduled ~~annual~~ training courses and post the training on the Main Gate bulletin board no less than 15 days in advance of the training.
12. The Company ~~will~~ make all Insurance/ Dental forms readily available in the Main Gate or Union Office.



13. Security guard license fees **will** be paid **by** the Company.
14. The Company will maintain 3 large kettles per this contract.
15. The Company **will** supply the main gate with bottled water and cooler, for security use only.
16. The Company will continue to maintain the coffee machine service at the Main Gate, and expand the selection.
17. Management and Union **will** survey **all** gatehouses / posts with the intent of determining where maintenance work is necessary to improve the conditions of these facilities. Where necessary, such repairs will be made and efforts to improve janitorial services **will** continue.
18. Continuing dialogue between Security Officers and Management **is** necessary. The onus is on Management to continually **dialogue** with the client to ensure proper, acceptable gatehouses and posts and separate larger locker rooms for our Employees.
19. The updating of work schedules **will** be the responsibility **of** Management and **will** only be assigned to a Security Officer under **unusual** circumstances.
20. The company **will** maintain the microwave and refrigerators that are the property **of** Security. Repair or replacement if required at Management's approval.
21. From time to time the Company may offer work assignments that are outside **of** the duty schedule. In order to **fulfill** these assignments, the Company **has** agreed to make every attempt to **assign** a P.S.O./P.S.O's by seniority on shift.
22. The company **will** endeavor to have the Client maintain and upgrade current physical working conditions at posts, union office, and enhance space requirements. In the event of training, the company agrees to pay appropriate shift premiums for the originally scheduled shift that the officer was moved from, if no other shift premium **was** paid!"
23. a. Dialogue **will** be coordinated with Supervision regarding the Spill Control Boxes maintenance schedule set-up and **as** per client requirements.

b. The issuance of Contractor Badges **will be** issued at the security gates whenever it is practical to do **so**.

c. Supervision **will** take into consideration foul or severe weather, before scheduling fire equipment checks on the roof areas.

It is understood that management is **within** its rights **as** per Section IV of the Master Agreement to alter or change these duties.

24. Subject to availability, the Company **will** provide an electric Cushman for fire/spill work.

25. The Company **will** provide the **Union** with **the** local agreement on floppy diskette.

26. When a security officer's **shift** is changed **may** management, with the officer's consent due to summer replacement or SSO placement where **shift** premiums are involved, the company **will** pay the appropriate **shift** premium for the originally scheduled shift to the officer.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**LOCAL 2163, LONDON and SECURITAS CANADA LIMITED**

**THE PARTIES AGREE TO THE FOLLOWING:**

At the London location **only** where two supervisors have been assigned to **staff** the two reception areas in **question**, this work will now be assigned to the Securitas Bargaining Unit Security Officers. These posts will be staffed **as** Seniority Bid Posts, with the understanding that the bid post term shall be of a twelvemonth basis granted on seniority. It is expected that normal **relief** times will be provided from those other officers on duty and such schedule will be arranged locally between the parties. In the event of absence of a bid post person, the post shall be **filled** by local arrangement, with the understanding that if a bid post **is** vacated for a period longer than thirty days due to absence, sickness, leave, the bid process will **re-open**. The over-riding principle in the establishment of this process is the consistency of one **officer** performing the duties of the post based **on** the principles of **granting this posting on a seniority basis**.

It is **also** understood, that in the event the client determines that security **is no** longer required at these posts, Securitas will then cease to **staff** those posts with security personnel, bargaining unit or supervisors. This work will revert back to a non-security function with no **security** duties being performed by personnel at those posts **as** was typical prior to March **2002**.

**THIS MEMORANDUM OF UNDERSTANDING IS AGREED UPON BY THE PARTIES DATED THIS 13<sup>TH</sup> DAY OF MARCH 2002.**

FOR THE COMPANY

FOR THE UNION

---

Ron Flesher  
General Manager  
Securitas Canada Limited  
Pinkerton Automotive Services Division U.S.

---

John Martene  
Chairperson  
Local 2163 CAW

This Agreement dated this April 1, 2003 shall continue in full force and effect until 11:59 p.m. March 31, 2006, when it shall automatically terminate.

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