



GLOBAL AGREEMENT

between

LOOMIS AB (publ)

and

UNI GLOBAL UNION

and

SWEDISH TRANSPORT WORKERS' UNION

December 2013

1. Preamble

Each of Loomis AB (Loomis), a limited liability company incorporated under the laws of Sweden, UNI Global Union (UNI) and Swedish Transport Workers' Union (STWU), referred to as the "Parties", act on a worldwide multinational market which brings with it new challenges. Through this Global Agreement, the Parties wish to strengthen their mutual dialogue concerning human rights and fundamental labour rights, especially related to the right to freedom of association and collective bargaining, with a view to support through mutual cooperation continued development of sustainable business growth of the Loomis Group and sustainable and satisfying working conditions for the employees of Loomis.

Loomis recognizes the important role that unions play in representing employees' interests and recognizes UNI and STWU as important partners.

UNI and STWU recognize that by having a commercially successful business, Loomis can provide long-term employment opportunities and can improve international employment standards for employees.

2. SCOPE

This Global Agreement applies to companies over which Loomis AB has direct control as an owner, i.e., in which it has a controlling interest. Within Loomis' sphere of influence, but where Loomis does not have a controlling interest or cannot exercise effective control for reasons of local legislation, Loomis will use its influence to seek to secure compliance with the standards set out in this agreement. Loomis shall endeavour to work with business partners who conduct their business in a way that is compatible with the terms of this agreement and it shall consider not doing business with any partner that fails to comply with these standards.

UNI and STWU will publicly support companies that they consider to be frontrunners in employment standards and will work with Loomis to continually raise standards of employment within Loomis and the wider market, proactively using their influence to ensure that the industry can support improvements in employment terms.

The parties recognise the critical role of Loomis and its employees in providing a public service which safeguards local communities and supports the economic interests of the societies in which it operates. Loomis, UNI and the STWU will therefore work together to ensure that their partnership supports this public service by minimizing any unexpected disruption to normal operations.

UNI enters into this Agreement on its own behalf and on behalf of all its affiliates worldwide.

3. Loomis Commitment

Loomis undertakes to respect the principles of the United Nations Universal Declaration of Human Rights and to avoid infringing upon human rights as well as to endeavor to address adverse impacts on human rights while carrying out its business, including the implementation of reasonable measures for their prevention, mitigation and, where appropriate, remediation, as guided by the Guiding Principles on Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework, as applicable to business enterprises.

Loomis undertakes to respect the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work¹, including also freedom of association, specifically, the right of all employees to organize, be members of a trade union of their choice and to engage in collective bargaining.

Loomis, along with UNI and STWU, undertakes to comply with all national employment laws, collective agreements, health and safety regulations as well as applicable laws and internationally recognized human rights, in every market in which Loomis operates.

Loomis is committed to paying fair wages, providing reasonable working hours, fair working conditions and to offer equal opportunities throughout the Loomis Group, in accordance with national legal, social and economic conditions.

In order to exercise freedom of association, specifically, the right of all employees to organize, to be members of a trade union of their choice and to engage in collective bargaining, these rights shall be applied by:

- a. Loomis ensuring that the managers of Loomis create a free and open environment concerning the exercise of freedom of association rights and that they do not impose, as a condition of employment, that employees refrain from joining a union or relinquish membership in a union.
- b. Loomis ensuring that no employee will risk being intimidated, harassed or retaliated against for exercising these rights.
- c. Loomis agreeing that union recognition or certification will be determined by local laws, based on the principle that Loomis will recognize representative and legitimate unions utilizing the most reasonably expeditious process as

¹ The ILO Core Conventions are:

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (Convention No. 87);
- Right to Organise and Collective Bargaining Convention, 1949 (Convention No. 98);
- Forced Labour Convention, 1930 (Convention No. 29);
- Abolition of Forced Labour Convention, 1957 (Convention No. 105);
- Minimum Age Convention, 1973 (Convention No. 138);
- Worst Forms of Child Labour Convention, 1999 (Convention No. 182);
- Equal Remuneration Convention, 1951 (Convention No. 100);
- Discrimination (Employment and Occupation) Convention, 1958 (Convention No. 111).

long as the union satisfies the minimum legal requirements for recognition under applicable law.

Upon recognition of a union, Loomis will work to ensure that the managers of Loomis engage in good faith collective bargaining and make reasonable efforts to reach agreement with the representative of employees, as defined by the local laws of the country governing recognition or certification.

Loomis will ensure that its managers do not oppose the process of joining a union or exercising rights as a union member. The right to freely choose whether or not to join or to become involved with a union will be supported and communicated by Loomis to the workers in writing or through an alternative method as agreed between the parties.

To enable workers to meaningfully exercise freedom of association rights, Loomis will facilitate access arrangements for local unions to explain the benefits of joining and supporting the union. The local UNI affiliate and local Loomis managers will agree on access arrangements appropriate to the specific operating environment. While arrangements will vary, options will include the following where legally possible:

Workplace meetings with union representatives to discuss joining the union will occur in a non-disruptive manner, during non-working hours, such as before and after work and during break periods.

UNI agrees that access to the premises of a Loomis customer for purposes of workplace meetings is conditional upon the prior consent being obtained from the Loomis customer, and agrees that the local affiliate shall ask Loomis to seek consent in such circumstances. Where the customer does not give consent to onsite meetings, the parties will make alternative arrangements. Local Loomis management and UNI affiliates will agree on a procedure for informing the employees of such meetings and will not discourage the employees from participating in such meetings. Nothing in this section is intended to curtail existing local regulations, laws or international conventions regarding accessing workers for organising purposes.

The local UNI affiliate and local Loomis managers will agree on appropriate procedures for informing new hires of their union rights as per this agreement. This could include, for example, distribution of union recruitment material at induction meetings or training events. Loomis agrees that its managers will afford workers the right to meet with the union outside the presence of its managers.

If agreement on access arrangement cannot be reached, either party can bring the matter to the attention of the Implementation Group for consideration and agreement. These access arrangements are not intended to disrupt already established, mutually satisfactory access arrangements.

As a socially responsible corporate citizen Loomis recognizes its responsibility to promote and observe these fundamental rights when conducting its global business. Loomis will adhere to the OECD Guidelines for Multinational Enterprises.² As a result of this, Loomis has implemented the Loomis Group Global Rights at Work Policy (the “Policy”). The Policy is attached hereto and incorporated by reference as Appendix 1 and includes:

- a. Respecting human rights and a process for identification, prevention and mitigation of potential human rights violations
- b. Improving employment standards
- c. Freedom of association and respecting union rights
- d. Right to engage in collective bargaining
- e. Information and publication of the rights in this Agreement and Loomis’ Policy

Loomis reserves the right to change and to amend the Policy in its sole discretion at any time. However, if a change or amendment to the Policy would be to the detriment of employee or union interests or would be contrary to the provisions of this Global Agreement, Loomis agrees that such changes must be negotiated with and agreed to between Loomis, UNI and STWU before implementation.

4. UNI and STWU Commitment

UNI and STWU shall publicly support Loomis as a frontrunner in employment standards and shall work with Loomis to continually raise standards of employment within the Loomis Group and the wider market, proactively using their influence to ensure that the global security industry can support improvements in employment terms.

UNI and STWU recognise that terms and conditions of employment will be determined in accordance with national legal, social and economic conditions. UNI agrees that organising campaigns shall include strategies which are designed to ensure that the Loomis Group remains competitive within the market being organised.

UNI and its affiliates shall seek to settle any disputes by peaceful means to help avoid disruption to customer service or damage to the reputation of Loomis. UNI agrees to take concrete steps to avoid risk of unofficial industrial action by its affiliates and shall encourage its affiliates to exhaust good faith communication and local dispute resolution procedures before engaging in industrial action, media or corporate campaigns.

²OECD Guidelines for Multinational Enterprises: Recommendations for Responsible Business Conduct.

5. Term

This Agreement shall become effective from the date of signing and is valid for a period of two (2) years, after which it will continue in effect until terminated by either Party by six (6) months written notice.

6. Implementation

The Parties will communicate this Agreement and the commitment to its principles throughout their respective organisations and will each have a responsibility for the implementation of the Agreement in good faith. Loomis will make the Policy public by way of posting it on the Loomis' intranet and external web page.

The Parties agree that an Implementation Group will meet once every year to discuss progress within the scope of this Agreement and of the implementation of the Agreement and the Policy. At such meetings, joint projects in particularly challenging markets may be agreed upon. The discussions should be held in conjunction with the annual meeting of the Loomis' European Works Council or as otherwise agreed by the parties.

Should events motivate further meetings, either Party may request one additional meeting per year, in which event the other Party shall not unreasonably deny the request to meet.

If a complaint under this Agreement remains unresolved after being submitted to the relevant Country or Regional Manager, UNI may raise the matter with the Loomis Group Vice President for Human Resources. A timely investigation shall then be conducted in an open and transparent manner. If the matter is still unresolved, it can be referred to the Implementation Group.

In the event that the parties are unable to resolve a dispute concerning the application of this Agreement after discussion at the Implementation Group meeting, the matter may be referred, by mutual agreement, to a neutral mediator. The mediator shall be jointly selected by the parties. A request for mediation will not be unreasonably denied by either party.

Specific employee concerns or local collective bargaining disputes will be handled and concluded in accordance with local grievance procedures. Escalation beyond the local procedure is only appropriate when the matter relates to a right or standard established in this Agreement.

UNI and STWU further recognise that Agreement does not confer any contractual rights upon third parties (including UNI affiliates) or upon any employee of the Loomis Group, nor shall this Agreement undermine labour relations practices or agreements with other unions (non-UNI affiliates) operating within Loomis.

7. Miscellaneous

This Agreement is governed by the substantive laws of Sweden.

Any formal notice relating to the Agreement shall be made in writing and sent to the addresses shown below or such other address as designated in writing to the other parties.

Loomis: Loomis AB (publ)
Att: Loomis Group Vice President for Human Resources
Box 702
SE-101 33 Stockholm, Sweden

UNI: UNI Global Union
Att: Head of Department, Property Services
Avenue Reverdil 8-10
CH 1260 Nyon, Switzerland

STWU: Swedish Transport Workers' Union
Att: International Secretariat
Box 714
SE-101 33 Stockholm, Sweden

In Witness whereof, this Agreement has been signed in three (3) originals, of which the parties have received one each.

Jarl Dahlfors, CEO
LOOMIS AB (publ)

Place and Date

Philip Jennings, General Secretary
UNI GLOBAL UNION

Place and Date

Lars Lindgren, President
SWEDISH TRANSPORT WORKERS' UNION

Place and Date

Appendix 1, Loomis Group Global Worker's Rights Policy dated

