



**COLLECTIVE AGREEMENT**

**- Between -**

**GARDAWORLD SECURITY SCREENING INC.**

**(herein referred to as the "Employer")**

**- And -**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

**(UNITED STEELWORKERS)**

**(herein referred to as the "Union")**

**Covering:**

**Ottawa**

**April 1, 2022 to March 31, 2025**

## **TABLE OF CONTENTS**

<b>ARTICLE 1 - PURPOSE OF AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 2 - RECOGNITION AND JURISDICTION .....</b>	<b>4</b>
<b>ARTICLE 3 - DEFINITION OF TERMS .....</b>	<b>5</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS .....</b>	<b>6</b>
<b>ARTICLE 5 - UNION SECURITY .....</b>	<b>7</b>
<b>ARTICLE 6 - NO DISCRIMINATION .....</b>	<b>8</b>
<b>ARTICLE 7 - UNION REPRESENTATIVES .....</b>	<b>10</b>
<b>ARTICLE 8 - GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE 9 - ARBITRATION .....</b>	<b>13</b>
<b>ARTICLE 10 - HEALTH AND SAFETY .....</b>	<b>14</b>
<b>ARTICLE 11 - SENIORITY .....</b>	<b>15</b>
<b>ARTICLE 12 - NEUTRALITY .....</b>	<b>19</b>
<b>ARTICLE 13 - WAGES .....</b>	<b>19</b>
<b>ARTICLE 14 - HOURS OF WORK AND OVERTIME .....</b>	<b>21</b>
<b>ARTICLE 15 - ANNUAL VACATION .....</b>	<b>26</b>
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>	<b>28</b>
<b>ARTICLE 17 – LEAVE OF ABSENCE .....</b>	<b>29</b>
<b>ARTICLE 18 – PARENTAL LEAVE .....</b>	<b>32</b>
<b>ARTICLE 19 – UNIFORMS AND PARKING .....</b>	<b>33</b>
<b>ARTICLE 20 – DISCIPLINE .....</b>	<b>33</b>
<b>ARTICLE 21 - INSURANCE PREMIUM .....</b>	<b>36</b>
<b>ARTICLE 22 - POSTING OF NOTICES .....</b>	<b>38</b>
<b>ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE .....</b>	<b>38</b>

<b>ARTICLE 24 - GENERAL PROVISIONS .....</b>	<b>38</b>
<b>ARTICLE 25 - TRAINING AND EQUIPMENT .....</b>	<b>39</b>
<b>ARTICLE 26 - STEELWORKERS MEMBERS' PENSION BENEFIT PLAN .....</b>	<b>40</b>
<b>ARTICLE 27 - TERM .....</b>	<b>42</b>
<b>SCHEDULE "A" - WAGES .....</b>	<b>44</b>
<b>SCHEDULE "B" .....</b>	<b>46</b>
<b>LETTER OF UNDERSTANDING #1 – Training .....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING #2 – Radiation Safety Training .....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING #3 – Expedited Arbitration Procedure .....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING #4 – Incentives .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING #5 – Clarification of Vacation .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING #6 .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING #7 – Remittances to the Benefit Plan .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING #8 – Absenteeism .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING #9 – Mental Health in the Workplace .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING #10 – Overtime and Call-in List .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #11 – High Level Meeting.....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #12 – Record of Employment.....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #13 – Sick Leave.....</b>	<b>52</b>

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to establish orderly relations between the Employer and the employees and their respective representatives, in compliance with the laws, authority, rights and obligations of the parties.

**1.02** Wherever the masculine **pronoun** is used, it shall **be deemed** to include the feminine **and neutral pronouns**.

## **ARTICLE 2 - RECOGNITION AND JURISDICTION**

**2.01** The Employer recognizes the United Steelworkers as the bargaining agent for all employees of GardaWorld Security Screening Inc. working at the MacDonald-Cartier International Airport in Ottawa, Ontario, excluding supervisors and those above the rank of supervisor, the Scheduling Coordinator, the Administrative Assistant and the Employee Development Specialist.

**2.02** An employee promoted to a position excluded from the bargaining unit shall not accumulate seniority during his absence from the bargaining unit. After ninety (90) days, seniority in the bargaining unit will be lost. In the event the employee bids for and is awarded a job posting back within the bargaining unit within the ninety (90) day period, he will be entitled to his seniority accumulated up to the day in which he was promoted to a position excluded from the bargaining unit. The Employer agrees that an employee may elect to return to his former position within the first ninety (90) day period, thereafter he may return to a vacancy within the bargaining unit as a new employee.

**2.03 (a)** No employee shall be laid-off because of sub-contracting unless the nature of the services to be subcontracted is outside the present duties of the employee group and the Employer is unable to retrain the employees in a reasonable time period.

**(b)** The Employer shall notify the union in writing of their intent to contract out work prior to the work being done.

**2.04** The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.

**2.05 (a)** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

**2.06** The Employer shall not cause or direct any lockout of employees during the life of this Agreement and neither the Union nor the employees shall in any way authorize, encourage or participate in a strike, stoppage, slowdown, or restriction of work, or service, or threat thereof. Employees will not engage in any work that is outside the scope or requirements of this Collective Agreement.

### **ARTICLE 3 - DEFINITION OF TERMS**

**3.01** For application purposes of this Collective agreement, the following terms shall mean:

(a) Employees shall be considered probationary for a period of ninety (90) days following the completion of certification, or one hundred eighty (180) days after the receipt of the RAIC (red pass), whichever occurs first. The Employer shall have the right, in its sole discretion to lay-off, dismiss or terminate any such probationary employee based upon its evaluation of the employee having regard to factors such as, but not limited to, work performance and general attitude.

(b) "Full-time employee" shall mean any employee who has completed his probation period and regularly works a minimum of twenty-four (24) hours per week.

(c) "Part-time employee" shall mean any employee who has completed his probation period and who works less than twenty-four (24) hours per week.

(d) "Work shift" shall mean, for the purpose of determining an employee's status, a period as defined in Article 14.02.

(e) "Week" shall mean a seven (7) consecutive day period extending from midnight on the beginning of Sunday to midnight at the end of the following Saturday.

(f) "Spouse" includes 'common-law spouse' and shall mean a couple who:

Are married and live together; or

Are living together as partners and who:

Have been residing together for a period of six (6) months and are publicly represented as a couple.

(g) The Employer shall provide the Union with copies of job descriptions for the following positions: Screening Officer, Training Team Leader and any other position instituted by the Employer.

(h) The determination of Full Time /Part Time status will be made by the number of hours per week of the line into which the employee bids or is otherwise assigned. Employees who do not have a pre-determined line (variables) will be considered to be Part Time.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the company except as specifically limited by the provisions of the agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) To maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations.

(b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, dismiss, suspend or otherwise discipline employees. It is recognized that the exercise of these rights must be carried out in a fashion that is fair and equitable. A claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 8 of the Agreement; and

(c) To determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.

(d) Written disciplines or evaluations may be issued only by Screening Point Managers, **their designates**, or those above.

**(e) When the Employer institutes new policies or changes existing policies, the Union shall be advised in writing prior to the implementation of the change. Additionally, wherever possible the Employer shall ensure that employees are informed of changes made by CATSA to the Standard Operating Procedures.**

**4.02** Employees not covered by this Agreement shall not do work normally done by the employees covered by this Agreement except:

(a) In cases of emergency.

(b) In cases of training of employees.

(c) Where sufficient qualified employees are not available.

## **ARTICLE 5 - UNION SECURITY**

**5.01** It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective his date of employment.

**5.02** The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

**5.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the attention of the attention of the Vice President, Financial Secretary-Treasurer, TC Local 1976 USW, 2360 avenue De La Salle, Suite 202, Montreal (Quebec) H1V 2L1 in such form as shall be directed by the union to the company. A copy of the completed Dues Remittance Form R-115 will also be sent to the area Union office, 2285 St. Laurent, Unit D-11, K1G 4Z7.

**5.04** A statement containing the following information shall accompany the remittance and the R-115 form:

- (a)** A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (b)** A list of the names of all employees from whom no deductions have been made and reasons;
- (c)** This information shall be sent to both Union addresses identified in Article 5.02 in such form as shall be directed by the Union to the Employer.

**5.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.

**5.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

**5.07** **At the hiring of each new employee, the Employer shall provide a hiring package consisting of the following documents. The Union will provide the documents.**

- **The collective agreement**
- **The Group Insurance booklet**
- **The Pension Plan booklet**
- **Enrollment forms for these benefits**

**Whatever additional documents determined to be necessary by the Employer shall also be part of the package.**

**The Employer shall provide the names of all new hires in writing to the Union Chair, and shall make arrangements for a meeting to be held during their orientation period with the Unit Chair or designate, for the purpose of explaining the role of the Union and their rights and responsibilities under the Collective Agreement. This meeting shall normally be held during the initial orientation class for a period of forty five minutes.**

**5.08** The Employer shall contribute towards the Union's Education Fund one (1) cent per hour worked by each employee. These funds shall be remitted to the Local Union directly within fifteen (15) days following each two (2) bi-weekly pay periods.

**5.09 Humanity Fund**

For the purpose of international aid and development, the Employer agrees to deduct and match on a bi-weekly basis the amount of one (1) cent per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted and matched to the "Humanity Fund" and to forward such payment to:

Steelworkers Humanity Fund Inc.  
234 Eglinton Avenue E., Suite 800  
Toronto, Ontario  
M4P 1K7

And to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

**5.10** Upon the request of the Union (such request to be made at a later date) the Company will deduct on a biweekly basis the sum of \$1.00 from the wages of all employees who have worked in a pay period, and remit same to the Local Union at an address to be provided by the Union, for the purpose of establishing a Social Fund.

**ARTICLE 6 - NO DISCRIMINATION**

**6.01** The Employer and the Union agree not to discriminate against any employee because of his age, race, language, belief, colour, sex, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other grounds prescribed by law.

**6.02** The Employer and the Union agree to abide by the provisions of the Canadian Human Rights Act, which is incorporated herein by reference.

**6.03** The Employer and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.

**6.04** For the purposes of this Article, "Sexual Harassment" includes:

(a) Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted; or

(b) Implied or expressed promise of reward for complying with a sexually oriented request; or

(c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with sexually oriented request; or

(d) Repeated sexually oriented remarks and/or behavior, which may reasonably be perceived to create a negative psychological and/or emotional environment.

**6.05** For the purpose of this clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Employer, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his race, colour, creed, ancestry, place of origin or ethnic origin.

**6.06** Where an alleged breach of Article 6.01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure.

**6.07 Respectful Work Environment**

(a) The parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).

(b) Where an individual has a legitimate cause for concern in relation to the above, he may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of the complaint, the receiving party shall advise the other party in writing of said complaint.

(c) Thereafter, the parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within thirty (30) days of the filing of the complaint.

(d) Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.

#### **6.08 Anti-harassment training**

**The Employer will provide anti-harassment training to all employees.**

#### **6.09 Accommodation for CHRA related reasons**

**The Employer agrees to meet with the Union to discuss any accommodations that are required by employees and to implement suitable accommodation where possible without incurring undue hardship. In the event the input or authorization of CATSA is required to effect a workplace accommodation, the Employer will endeavour to obtain the necessary approval from CATSA.**

### **ARTICLE 7 - UNION REPRESENTATIVES**

**7.01** The Employer undertakes to receive, after prior notification, the Union's authorized representatives, delegates and officers, on appointment, to discuss and settle any current or future grievance concerning the interpretation and/or application of this Agreement.

**7.02** The Employer recognizes said Union-authorized representatives, delegates and officers as the employee's official representatives to the Employer's representatives.

**7.03** The Union shall notify the Employer, in writing, of the names of the authorized representatives, delegates and officers. The Employer need not recognize the Union-authorized representatives, delegates and officers unless this procedure has been followed.

**7.04** The Employer will grant leaves of absence without pay to Union Representatives or to employees to attend Union meetings and conferences under the following express conditions:

**(a)** The Union must have made a written request to this effect stating the name(s) of the Union Representatives for whom the leave is requested, along with the date and duration;

**(b)** Such request must have been made at least five (5) days in advance except in cases of emergency;

**(c)** That there be no more than five (5) employees absent at the same time at the station; unless an emergency situation exists.

**(d) The Union representative will be required to work on site 16 hours per month to maintain certification.**

**7.05** For the purpose of this Article, the word "day" has the same meaning as "work shift".

**7.06** In case of a grievance, a Union steward may, during working hours and without loss of salary, investigate and/or submit a grievance according to the grievance procedure provided

herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.

**7.07** An employee absent under Article 7 shall continue to accumulate seniority and benefits provided under this Agreement during his absence.

**7.08** The Employer, upon forty eight (48) hours prior notice, shall release the employees whose presence is required at an arbitration hearing; and employees appointed or elected by the Union to attend bargaining sessions for the renewal of the Agreement.

#### **Payment While On Union Leave**

In the event that an Employee is absent from work on approved leave of absence for Union business, the Employer agrees to continue the normal pay for any such employee and the Union agree to reimburse the Employer within thirty (30) days of receipt of an invoice from the Employer.

**7.09** The Employer will cover the lost wages of employees on the Negotiation Committee when meeting with the Employer for the renewal of the Collective Agreements, up to a maximum of two hundred (200) hours per contract renewal.

**There shall be no more than two TTL's on the negotiating committee.**

**7.10** The Unit Chair shall be released from his or her regular duties, without loss of seniority, wages or benefits, for one day (according to the length of the shift to which he or she is assigned) per week for the purpose of assisting the membership and other duties related to the administration of this Collective Agreement. These hours will be taken on a schedule to be agreed upon by the Employer and the Union.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01** To avoid the development of minor complaints into a grievance, the parties wish that complaints arising from the interpretation or implementation of this agreement be discussed verbally between the employee and/or the authorized Union representative and the Employer or his designate.

#### **STEP 1**

**8.02** Whenever a grievance concerning the implementation or interpretation of the Collective Agreement arises, the grievance shall be submitted in writing to the Human Resources Manager or his designate within ten (10) working days of the event that gave rise to the grievance. In the event of a layoff or recall, the time limit for filing a grievance is within thirty (30) working days of the occurrence giving rise to the grievance. The **Human Resources**

**Manager** or his designate shall meet with the grievor and his steward within ten (10) working days of the submission of the grievance.

**8.03** The Human Resources Manager or his designate shall render his decision in writing within ten (10) working days of the submission of the grievance.

**In the event that the response is not received within the timeline and there is no written agreement to extend the timeline, the grievance will be automatically advanced to Step 2.**

## **STEP 2**

**8.04** If the decision of the Human Resources Manager or his designate is not acceptable to the Union, then the grievance must be submitted to the Regional Manager, Labour Relations or his designate who shall within ten (10) working days of receipt of the grievance hold a meeting with the Union grievance committee who may be accompanied by a Staff Representative of the International Union / Local Union representative. A decision in writing will be sent to the Union within ten (10) working days of the meeting.

**8.05** Any mutually agreed to decision of the parties at any step in the grievance procedure, as well as the arbitrator's decision, will be final and binding upon the Employer, the Union and the employee(s) involved.

## **Group/Policy Grievance**

**8.06** When similar grievances or a grievance of a general nature arise, they may thus be submitted through a common document and may be treated collectively at STEP 2 of the Grievance Procedure.

**8.07** In the event that a person who normally files grievances is not available within the time limits specified, the Employer and the Union agree that the time limits for filing are automatically extended until such time as the grievor can speak with such person.

**8.08** In the event a monetary payment is agreed to during the grievance procedure in settlement of a grievance or ordered by an arbitrator, such monetary payment shall be made on the next full pay period deposit date following the agreement by the parties on the amount owed.

**8.09** **During the grievance procedure, the Company shall cooperate reasonably with the Unit Chair or designate in providing any requested documentation that is relevant to the grievance.**

## **ARTICLE 9 - ARBITRATION**

**9.01** Failing a settlement, the grievance may be referred to arbitration by written notice addressed to the other party within thirty (30) working days of the Employer's final decision being delivered to the Union.

**9.02** The parties shall agree to submit the grievance to a sole arbitrator among the following persons: Paula Turtle, Rick Brown, Rob Herman, Brian Keller, and Louisa Davie. Grievances will be submitted to arbitrators in rotation. Should an arbitrator be unable to grant a hearing date within ninety (90) days of the request made to him, the grievance will be referred to the subsequent arbitrator on the list. Whenever a grievance is submitted to an arbitrator, the Union shall inform the Employer of the name of the arbitrator to whom the grievance has been referred. If the Employer notes that the rotation has not been respected, he must inform the Union within fifteen (15) working days of receipt of the aforementioned notice and the Union undertakes, in this case, to refer the grievance to the arbitrator to whom it should have been submitted.

If none of the aforementioned arbitrators can act within the ninety-day (90) time limit mentioned above, the parties shall endeavor to agree upon the choice of another arbitrator. Failing agreement, one or the other of the parties may apply to the Minister of Labour.

### **9.03 Powers of the Arbitrator**

The arbitrator is not empowered to change, modify or exclude any of the clauses of this Agreement nor to substitute a new clause therein. He must only be concerned with the specific questions submitted.

**9.04** In all disciplinary matters, the arbitrator may sustain, modify or reverse the Employer's decision, as the case may be, it may substitute in its place the decision that, in his opinion, appears to be fair and reasonable under the circumstances.

### **9.05 Arbitration Fees**

Each party is responsible for its own fees incurred in relation to any grievance submitted to arbitration. The expenses incurred by the sole arbitrator are shared equally between the two (2) parties herein.

**9.06** The time limits may be extended through mutual agreement between the parties. Such agreement shall not be unreasonably withheld.

**9.07** In the preparation of arbitration rosters, the parties agree to give priority to cases of suspension or dismissal.

**9.08** The parties agree to the use of an expedited arbitration procedure to be used when appropriate. The procedure is attached at LOU #3.

## **ARTICLE 10 - HEALTH AND SAFETY**

**10.01** The Employer will take the necessary steps to ensure the employees' safety and to protect their health. All rights and privileges established under the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.

**The Employer recognizes that it has the responsibility to engage with CATSA and the Airport Authority regarding health and safety matters.**

**10.02** The Employer agrees to cooperate with the Union to promote education in employee safety, accident prevention and health.

**10.03** The Employer and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Health and Safety) together with the regulations that may be issued by the Employer to ensure safe, health and hygienic working conditions. Further the Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies.

The Company shall recognize two worker members of the Joint Health and Safety Committee at any one time. The Committee shall meet as required and in any event at least once per month. The time spent in meetings or other committee activities for two (2) union members shall be paid by the Employer at the employee's regular or premium rate as may be proper. **The Committee shall be permitted to meet for preparation one hour before the JHSC meeting, and at that time will have the opportunity to consult with up to 5 health and safety stewards (including the two committee members). The committee shall be advised of accidents and near misses and a worker member of the committee will participate in the investigation.**

In addition, one (1) member will be selected by the Union to serve on the Policy Health and Safety Committee established pursuant to Part II of the Canada Labour Code.

**10.04** The Employer shall supply the necessary means of protection determined with the Union. The employee must use the protective means supplied by the Employer.

**10.05** An employee who sustains a work injury shall receive his full wages for the day on which the injury occurred. The employee, where necessary, shall be taken to a physician's office or to the hospital at the Employer's expense.

**10.06 (a)** The Employer shall assist the injured worker in completing the W.S.I.B. forms.

**(b)** Upon his return to work the employee shall resume his employment, if it still exists, or another employment according to his seniority rights, provided that the employee can perform the essential duties of the position having regard to the provisions of the Canadian Human Rights Act and the applicable Workers Compensation Statute.

**10.07 (a)** An employee assigned to x-rays/screen, wandering, E.D.T, E.D.X , C.T.X and front check shall not perform his work for more than the length of time prescribed by the applicable regulatory authority. No employee will leave his post until he has first been relieved. The Employer agrees that all employees subjected to ionizing radiation, such as that emitted by X-ray, may be required on occasion as determined by the Joint Health and Safety Committee (JHSC) to wear radiation dosimeters while at work to determine exposure level. The Employer recognizes that all monitoring, testing, evaluation, etc. of such testing shall be in compliance with standards and guidelines of Health Canada. Copies of all monitoring information and results shall be provided to the Joint Health and Safety Committee.

**10.08** Further the Employer and the Union agree that the Employer and the Union will jointly develop agreed to Terms of Reference governing the Employer's Joint Health and Safety Committee, no later than sixty (60) days following the date of ratification. These Terms of Reference shall be reviewed annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference will form part of this Collective Agreement.

#### **ARTICLE 11 - SENIORITY**

**11.01** General seniority is the length of continuous service of an employee employed by his Employer. General seniority shall be acquired once the probation period is completed, and shall be retroactive to the employee's first day of work.

**11.02** In the event that several employees start work on the same day, the following procedure shall indicate seniority in the following order:

- (1)** First shift worked; and
- (2)** By random draw.

#### **11.03 Loss of Seniority**

An employee will lose all seniority and be deemed to be terminated in the following circumstances:

- (1)** Voluntary severance;
- (2)** Dismissal for reasonable and just cause;
- (3)** Absence from work for three (3) consecutive days without notice, or without a valid excuse for not giving notice;
- (4)** Failure to return to work within seven (7) days of recall;
- (5)** Upon recall, refusal to accept an employment offer in a regular classification;

(6) Absence due to illness or injury, other than a work injury, for a period of more than twenty-four (24) calendar months;

(7) Layoff for a period of more than twenty-four (24) calendar months;

(8) Uses an authorized leave of absence other than for the purpose granted and extended;

(9) Any employee who accepts a promotion outside of the Bargaining Unit for a period in excess of ninety (90) days. An employee who returns to the Bargaining Unit prior to the expiration of the ninety (90) day period will pay all union dues that they would have paid as if they had remained in the Bargaining Unit.

**11.04** For application purposes of the provisions of this Agreement, the absences provided for by the Agreement or otherwise authorized by the Employer do not constitute a break in service.

#### **11.05 Seniority List**

During the months of November and May of each year, the Employer shall provide the Union, by mail, with an electronic version of the alphabetical list containing the name, address, postal code, telephone number, area code, social insurance number, classification and seniority date of all employees covered by this Agreement.

The Employer shall post and forward a list of its employees to the Union every three (3) months stating their hiring dates in order of seniority.

Moreover, at any time after having made an appointment with the Employer, a Union representative may consult the seniority list at the Employer's office.

**11.06** The seniority list may be corrected at any time upon written request of one employee at a time, addressed to the Employer and the Union. If the Employer and the Union agree to correct the seniority list or if the seniority list is corrected by arbitration award at an employee's request, the correction shall only come into effect as of the date of the agreement or the arbitration award, provided that the Employer does not incur any cost as an immediate consequence of this correction.

#### **General Principle**

In all cases of vacant or new positions and in all cases of layoff and recall, the preference of employment maintenance shall first be granted to the qualified regular employee who has the most seniority with the Employer. If there are no qualified employees or candidates in the seniority group, the Employer may call probationary employees.

### **11.07 Employment Classification**

For application purposes of seniority rights, the employees shall be divided in two (2) separate groups as follows:

- Regular employees;
- Probationary employees.

**11.08** When a promotion occurs, the Employer shall take the following factors into account:

- (a)** Seniority;
- (b)** Qualifications for this position;
- (c)** When two (2) or more employees are relatively equally qualified, seniority shall prevail.

### **11.09 Vacant or Newly Created Positions**

**(a)** All vacant or newly created positions shall be posted for a period of five (5) working days, during which time employees may make application in writing to fill the position. The vacant or newly created position notice shall contain the following comments:

- Position;
- Available hours;
- Qualifications for this position;
- Hourly salary rate.

**(b)** Upon receipt of these applications, the Employer will fill the position with the candidate who has the most seniority with the Employer, provided he can perform the normal requirements of the job.

**(c)** The Employer has five (5) working days after the vacancy to fill the position. During this period, the position shall be filled at the Employer's discretion.

**(d)** Once the position has been filled, the Employer shall post the name as well as the seniority of the person who has obtained the said position. It is understood that any employee who believes he has been wronged by the employer's decision may submit a grievance upon knowledge of the employer's choice.

#### **11.10 Layoff**

In all layoff cases, the junior employee will be laid-off first provided the employees who remain are qualified and able to perform the work required to be done including meeting the Employer's contractual commitments to have bilingual screening officers and officers of both sexes available to process passengers and baggage.

**11.11** When laid-off, the employee shall receive a written notice of at least seven (7) calendar days unless exceptional circumstances exist. Such notice need not be forwarded to an Employee who has not completed his probationary period.

#### **11.12 Recall**

In all recall cases, the Employer shall recall the employee who has the most seniority among the employees laid-off, it being agreed that the regular employee shall have priority of employment over any probationary employee(s), provided that he can perform the job.

**11.13** It is the employee's responsibility to inform the Employer and the Union of his address, telephone number and social insurance number.

**11.14** The Employer who dismisses an employee who has completed his probationary period is required to give the employee –

(a) At least two (2) weeks prior written notice of its intention to terminate his employment at a specific date, or

(b) Instead of such prior notice, two (2) weeks of salary at his regular salary rate for his regular working hours.

Except if the latter is dismissed for just cause.

**11.15** In the case of a layoff, the Union steward shall be considered as having the most seniority in his group. The Union shall provide the Employer with the stewards' names.

**11.16** The Employer and the Union will attempt to find suitable employment for an employee whose physical ability is reduced following a work injury or as a result of his age.

#### **11.17 Transfers**

If an employee relocates to another area of the Country other than the employee's work location, the employee may request a transfer and the right to be hired in a new location where the Employer has a working contract of security on the basis of qualifications and client agreement. In the case of USW sites such person shall maintain Company seniority for the purposes of job classifications, pay, vacations and benefits and shall be placed on the bottom of the list at the new work location.

**11.18** Upon expiration of the work contract, an employee may require his Employer to issue him a work certificate exclusively stating the nature and duration of his employment, the dates on which his functions began and terminated and the name and address of the Employer. The certificate may not mention the employee's quality of work or conduct.

**11.19** Subject to Article 11.18 above for greater certainty it is agreed and understood that there will be no "bumping" (Article 11.10 and Article 11.12) or posting (Article 11.08 and Article 11.09) among airports.

## **ARTICLE 12 - NEUTRALITY**

### **12.01 Introduction**

The Employer and the Union believe a constructive and harmonious relationship is built on trust, integrity and mutual respect. The Employer places a high value on the continuation and improvement of its relationship with the Union.

### **12.02 Neutrality**

The Employer agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Employer.

Neutrality means that, except as explicitly provided herein, the Employer will not in any way, directly or indirectly, involve itself in efforts by the Union to represent its employees, or efforts by its employees to investigate or pursue unionization.

The Employer's commitment to remain neutral as outlined above shall cease if the Employer demonstrates to an Arbitrator that during the course of an organizing campaign the Union or its agents is intentionally or repeatedly (after having the matter called to the Union's attention) materially misrepresenting to the employees the facts surrounding their employment or is conducting a campaign demeaning the integrity or character of the Employer or its representatives.

## **ARTICLE 13 - WAGES**

**13.01** No benefits of monetary value shall be considered in computing the minimum wage.

**13.02** All wages shall be paid by direct deposit except for final pay cheque upon termination of employment.

**13.03** Employees shall be paid bi-weekly on Thursdays unless mutually agreed otherwise between the Employer and the Union.

**13.04** Employees shall normally receive their pay statements personally. Current employees (as of the date of ratification) on request will continue receiving their pay statements on paper, such request to be received within thirty (30) days of ratification. Employees who receive electronic statements will not be permitted to return to receiving paper statements. Any employee who does not have the necessary computer equipment may request to view or print their pay statements at the Employer premises.

Wages may also be remitted to a third party upon the employee's written request; provided it does not present undue hardship for the Employer to accommodate.

**13.05** When the regular payday falls on a holiday referred to in Article 15 hereof, wages shall be paid to the employee on the preceding workday. Paydays may vary upon mutual agreement between the Employer and the Union.

**13.06** The Employer shall remit to the employee, at the same time as his wages, a pay statement with sufficient information to allow him to check the computation of his wages. This pay statement shall contain the following data, specifically:

- (1) The Employer's name;
- (2) The employee's last name and given name;
- (3) The payment date and its corresponding work period;
- (4) The number of hours paid at the applicable rate during the hours of the regular work week;
- (5) The number of overtime hours paid, at the applicable increase factor;
- (6) The nature and amount of premiums, indemnities or allowances issues;
- (7) The wage rate;
- (8) The amount of gross wages;
- (9) The nature and amount of deductions made;
- (10) The amount of take-home pay.

**13.07** For the term of this Agreement, the Employer shall pay the wages provided in Schedule A".

**13.08** The employee's acceptance of a pay statement does not constitute waiving of payment of all or part of the wages to which he is entitled.

**13.09** The Employer may deduct wages only when compelled by law, a court order, a Collective Agreement, or when authorized by a document signed by the employee.

**13.10** Except where seniority is being applied, an employee transferred to another task at the Employer's request shall be paid at the highest rate of his regular task or of the new task to which he is assigned, whichever is greater.

**13.11 New or Changed Job Classification**

(a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in the Wage schedule, or if any job classification(s) have been overlooked in this wage schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

(b) If the Parties are unable to reach an agreement, then the dispute will be settled through the grievance and arbitration procedure contained in this Agreement.

**13.12 Errors or Omissions**

Any errors or omissions in the pay of an employee amounting to less than \$50.00 shall be corrected on the next pay day. Any errors or omissions caused by the Employer or its payroll agent in the pay of an employee amounting to more than \$50.00 shall be paid at no cost to the employee within the next three (3) working days of the Employer being made aware of the error or omission by the employee.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**14.01** The standard workweek for an employee covered by this Agreement is up to forty (40) hours divided into consecutive days starting on Sunday at 00:01 a.m.

**14.02** The standard shift of an employee shall be eight (8) consecutive hours including lunch and rest breaks.

(a) The Employer will not schedule any non-standard shifts without a consultation with the Union.

(b) If it becomes necessary to modify or establish work schedules, the Employer will take the initiative of meeting with the Union to review staffing requirements and develop schedules in accordance with **the provisions below**.

(c) In establishing work schedules for employees, the Employer shall take into consideration the employees' preferences while respecting seniority.

(d) The minimum length of a shift will be four (4) hours.

**14.03** (a) Hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the standard hourly rate unless scheduled hours exceeds the standard.

**(b)** An employee who is required to stay past the end of their regularly scheduled shift shall be paid at one and one-half (1 ½ ) times the standard hourly rate.

**14.04** A regular employee will not work more than seven (7) consecutive days, whether included in the same week or not, failing which, as of the eighth (8) day she/he will be paid at the rate 1 ½ times the standard hourly rate.

**14.05** Employees will be allowed to exchange shifts or give away any shifts subject to management approval, which will not be unreasonably withheld. Employees must notify the employer, in writing, twenty-four (24) hours in advance of any planned exchanged shifts or shift giveaways. Any shift worked by an employee as a result of a shift exchange or giveaway will not constitute a day worked for the purposes of Articles 14.03 and 14.04.

**14.06** No shifts will be scheduled with less than eight (8) hours rest between shifts unless by mutual agreement.

**14.07** For purposes of computing overtime, annual vacations and paid holidays, which fall on an employee's normally scheduled workday, shall be deemed to be working days. The Employer shall undertake not to unduly change the work schedules.

**14.08 (a)** Employees will be allowed a meal period of thirty (30) minutes with pay for each shift worked to be taken as close as possible to the mid-point of the shift.

**(b)** Employees will also be entitled to a twenty (20) minute paid break as close as possible to the mid-point of each four (4) hour interval, however, the employee must remain on site and respond to any emergency that may occur. Add one twenty (20) minute paid break for every three (3) complete hours worked.

**(c)** If an employee is not provided with a break (either a lunch break or rest period) within two hours and forty-five minutes of the end of the employee's previous break or commencement of the employee's shift, the employee will have the option of either: (a) receiving compensation for twenty minutes of time at regular wages or, (b) leaving their scheduled shift twenty (20) minutes early (operations permitting). It is understood that even in the event one of the above options is implemented due to a late break, the employee is entitled to have a rest period as soon as possible. Employees must remain on site during all breaks and respond to any emergencies that occur.

An employee is required to take his or her break when instructed to do so by the Company.

**14.09 (a)** An employee who reports for work and has not been advised not to do so prior to the start of her/his scheduled shift and no work is available, will be paid a reporting allowance equal to four (4) hours at the employees standard hourly rate.

**(b)** An employee who reports to work at the Employer's specific request or in the normal course of his employment and does not have work available, or an employee who works less than four (4) consecutive hours, is entitled to an indemnity equal to four (4) hours of his actual rate unless the overtime premium entitles him to a higher amount.

**(c)** An employee who reports to work more than once during a work day at the Employer's express request shall be entitled to at least four (4) paid hours for each time he reports to work in this way.

**14.10** For purposes of computing the standard workweek, a shift shall belong to the calendar day on which it begins.

**14.11** The following week's schedule of employees assigned to regular contracts shall be posted in the workplace by the Employer. Should a grievance concerning an employee's work schedule occur the Employer, at the Union's request, must supply the Union with a copy of this employee's work schedule.

**14.12** Overtime will be offered in the following manner to employees who have the certifications required to perform the available work:

For overtime that is to be performed following the end of a shift, it will be offered to the senior employee who is on shift at the time. If there are insufficient volunteers, employees may be required to work overtime in inverse order of seniority.

For overtime that is planned twenty-four (24) hours or more in advance, it will be offered to the senior employee in the bargaining unit who is available.

Employees may fill out an availability list to indicate whether or not they are available for overtime.

**14.13** An employee who has already left the work site after the end of his regular shift and is called out to work shall be paid the overtime rate for each hour worked but in any event, he shall not be paid less than four (4) hours at his hourly rate.

**14.14** An employee already scheduled to work or working may be asked to report to work early or remain at the work site and shall be paid for these additional hours as per the Collective Agreement.

**14.15 Call-In Procedure**

**(a)** The Employer shall maintain a list of employees who shall be offered work in accordance with their specified availability when shifts become available. Employees on the call-in list who are available without incurring overtime shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. The list will be posted and a copy of the list given to the Unit Chairperson.

(b) Each call will be recorded as "accepted", "no answer" or "refused". Where the Employer obtains only an answering machine, the call shall be considered "no answer". Employees who receive a message from the Employer with respect to available work must contact the Employer and indicate whether or not they accept or refuse the work. No response shall be considered a refusal on the part of the employee. This call record will be available for inspection by the shop steward upon request.

(c) If the Employer is unable to fill the staff shortage without incurring overtime through the call-in procedure, the Employer may offer the available work to any Employee in accordance with the overtime provisions of this Agreement.

#### **14.16 Scheduling Process**

(a) The Company and the Union agree that Article 14 of the Collective Agreement will be interpreted and administered in accordance with the following principles when implementing hours of work and work schedules.

(b) Shift bids and scheduling will be discussed by a joint committee ("scheduling committee") consisting of two (2) persons appointed by the Union and two (2) persons appointed by Management.

(c) Shift bids will normally be done twice a year, in the spring and fall. Seniority will apply in the selection of shift bids.

**(d) While the Employer reserves the management right to schedule, the Employer will work in conjunction with the scheduling committee to build a schedule that best meets operational requirements.**

(e) The draft shift bid shall be developed by the Company in accordance with operating requirements and the "Principles for Scheduling" outlined below, and will be submitted to the Union members of the Scheduling Committee at least seven (7) days prior to the beginning of the shift bid posting period, unless this period cannot be respected for reasons out of the control of the Employer. At the same time, the Employer will provide to the Union members of the Committee the information (i.e. flight times, number of agents required, etc.) needed to assess the shift bid.

(f) The Committee shall meet within forty-eight (48) hours, or as otherwise agreed, to discuss the shift bid. The worker members of the Committee will be released from their regular duties for up to four (4) hours without loss of pay, or provided with up to four (4) hours of pay at the regular rate if not scheduled to work, to examine the shift bid prior to the meeting. The Company will not unreasonably deny a request by the Committee for information pertaining to the shift bid, and will fully consider the recommendations made by the Committee and where not possible to implement them, will provide a rationale.

**Provisions that apply following the implementation of the new schedule:**

**(g)** The lines developed pursuant to the above clauses will normally be posted and otherwise made available to all employees for seven (7) days, after which the bid will be held.

This seven (7) day period may be shortened if necessary for reasons out of the control of the Employer, and in such cases the Employer will advise the Union and will make its best efforts to communicate with employees to ensure that they have the opportunity to make their bid.

Employees will have the right to place their bid in person, having reference to the available lines without loss of pay. Seniority will prevail for purpose of bidding.

**(h)** Employees will be scheduled to work at all locations on a rotational basis as determined by the Employer subject to operational requirements, in a consistent and equitable manner. The Employer will ensure that the skills and ability for HBS, PBS and NPSV are maintained through the assignment of duties over a two (2) week period. The Union recognizes that on a day to day basis it may be necessary to re-assign an individual from his or her scheduled area to meet operational requirements. Any question as to the equity of the assignment may be reviewed at an appropriate time.

**(i)** Work schedules will be posted (with a copy to the Unit Chair) fourteen (14) days in advance of the first day of the weekly schedule. Schedules will be posted at all times in areas that are accessible to employees. The new shifts will be implemented on the second Sunday, but not less than fourteen (14) days, following the end of the shift bid.

**(j)** While the schedules are in effect, the Committee may discuss ideas for improving the morale and functioning of the operation, including, for example, regular rotation of screening officers between posts such as Domestic, Transborder, HBS and NPS.

**(k)** If a need to change an employee's schedule arises, the Employer will offer the change to the employees concerned by the schedule change in order of seniority. A copy of the offer will be sent to the Unit Chair or designate. If no one accepts, the junior employee amongst the concerned employees must move. The above is subject to the employees having the qualifications to perform the work and subject to the need to maintain the required gender balance to perform the work. Seven (7) days notice will be given of any permanent shift changes, from the date of the offer.

**Principles for Scheduling**

1. Establish as many Monday to Friday weekend off positions for regular employees as possible
2. Preference of hours of work and days off work by seniority
3. As much as possible days of work and days off should be consecutive

4. Fair and Equitable distribution of hours in order of seniority

5. Consistency

6. Length of shifts (Airport Specific)

7. The Company will make reasonable efforts to minimize split shifts but the parties recognize that operational requirements including flight schedules may cause the Company to schedule split shifts.

**14.17 New “Variables”**

(a) These provisions apply to employees who are not fully certified before a shift bid, or to those whose employment starts after a shift bid (including transfers from other airports). Consequently, such employees do not have a permanent line until such time as one is available.

(b) Schedules covering a period of at least two (2) weeks will be posted, normally fourteen (14) days before the commencement of the schedule period, unless changes must be made. A copy of the schedule will be given to the unit chair.

(c) Variable employees will be assigned on the schedule according to the current practice.

(d) After obtaining a schedule, variable employees who are certified can pick up additional shifts, trade or donate shifts, for the period covered by this assigned schedule.

**ARTICLE 15 - ANNUAL VACATION**

**15.01 (a)** The reference year for vacation purposes shall be a period of consecutive months during which the employee shall progressively acquire the right to a vacation.

(b) This period shall extend from January 1st to December 31st of the previous calendar year and will be awarded in the vacation year beginning January 1 and ending December 31 of the following year.

**15.02 (a)** All employees governed by this Agreement shall be entitled to paid vacation based on their gross earnings for the reference year, as provided in Article 15.01. Entitlement shall be the employees’ continuous service with the Employer at the end of the reference year. Vacation days are days that an employee would normally be scheduled to work.

Effective January 1, 2019, the vacation entitlement chart shall be as follows:

<u>ENTITLEMENT</u>	<u>VACATION</u>	<u>INDEMNITY</u>
Less than one (1) year service	One (1) day of vacation per month - max of 10 per year	4% of earnings
One (1) year and less than four (4) years service	Ten (10) days vacation	4% of earnings
Four (4) years but less than nine (9) years service	Fifteen (15) days vacation	6% of earnings
Nine (9) years but less than thirteen (13) years service	Twenty (20) days vacation	8% of earnings
Thirteen (13) years but less than twenty (20) years service	Twenty-five (25) days vacation	10% of earnings
Twenty (20) years and more service	Thirty (30) days vacation	12% of earnings

**(b)** Employees will receive vacation based on the number of days they are regularly scheduled to work in a week. (Examples: An employee with one (1) year but less than four (4) years of continuous service with the Employer, who is regularly scheduled to work two (2) days per week, would receive four (4) days of vacation at four percent (4%) of earnings. An employee who is regularly scheduled to work two (2) days per week would receive six (6) days of vacation at six percent (6%) of earnings).

**15.03** Employees shall receive their vacation pay when they take vacation on the regular pay days. The Employer agrees to pay vacation in one (1) week installments as they are taken, provided that the amount of vacation pay paid will not exceed the amount of accrued vacation pay.

**15.04** All employees are required to take all of their vacation entitlement during a vacation year. It is understood that if an employee does not select vacation, it may be scheduled for him by the Employer provided, however, that an employee cannot be required to take vacation where there is insufficient accrued vacation pay to cover their regular earnings for the time taken.

**15.05 (a)** The vacation scheduling period will be from January 1<sup>st</sup> to December 31<sup>st</sup>. Bids will be conducted at times determined by the employer. Employees and the Union will be advised of the dates for the posting of the vacation bid(s).

**(b)** The Employer will advise employees of their vacation entitlement prior to the bid taking place. Prior to November 30 (unless otherwise communicated by the Employer) a vacation bid will take place for full week blocks. Vacation will be allocated based upon

employees seniority and operational requirements. A further bid will take place for single vacation day(s). Prior to the end of December employees will be advised of the approved vacations.

**(c)** Subsequent to the close of the vacation bid, an employee may advise management of preferred vacation dates in writing and it will be approved or denied within fifteen (15) days. Requests will be evaluated on a time of submission basis (i.e. -first come, first served). If the Employer fails to respond within fifteen (15) days, the request shall be deemed granted.

**(d)** The Employer agrees to meet with the Union (through the "scheduling committee" described in this Collective Agreement) prior to the vacation bid period with the aim of improving and maximizing vacation allotment; such request shall not be unreasonably denied.

**(e)** At any time, scheduled vacations may be altered upon mutual agreement of the Employer and the employee.

**(f)** The vacation schedule shall be posted.

**(g)** Vacation shall be taken in full week blocks. A "full week block" is a seven (7) day period that begins with the first day of the employee's weekly schedule.

**(h)** Employees with three weeks or more of vacation entitlement may take up to one week of vacation entitlement in single days (i.e. an employee scheduled 4 days per week can take up to 4 days in single days, etc.).

**(i)** Employees who have three (3) weeks or more of annual vacation may elect to cash out one (1) week of vacation per year. This payment will be made during the last period of vacation taken by the employee. The employee must advise the Employer in writing at least seven (7) days prior to the vacation bid that he/she wants to have one (1) week paid out.

**(j)** Employees all have the right to place their vacation bid in person without loss of salary.

**15.06** Following the death of an employee, his estate may claim the compulsory annual vacation pay.

## **ARTICLE 16 - PAID HOLIDAYS**

**16.01** For implementation purposes of this Agreement, the following eleven (11) days are paid holidays under the terms and conditions outlined below:

1. New Year's Day
2. Good Friday
3. Victoria Day

4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. Family Day.

**16.02** In the event an employee is required to work a paid holiday as outlined in Article 16.01, the employee shall be paid his regular holiday pay plus 1.5 times his regular hourly rate for all hours worked on that day.

#### **ARTICLE 17 – LEAVE OF ABSENCE**

**17.01 (a)** In the event of the death of a member of the immediate family, an employee is entitled **up** to five (5) days of paid leave of absence. These five (5) working days shall be taken consecutively upon the death of the family member. For clarity, regular scheduled rest days are excluded from the calculation of the five (5) or the two (2) days in this Article. Where a memorial service or spring internment is held at a later date, the employee may transfer one (1) of the five (5) paid days to this date to allow attendance. Immediate family includes: spouse including common law spouse (including same sex spouse/partner if residing together at least six (6) months), parents (including foster and step-parents), parent's spouse, grandparents, grandchildren, children (including foster and step-children), brothers, sisters, mother and father-in-law and their spouses, legal guardians and any relative permanently residing in the employee's household or with whom the employee resides. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, nephew or niece, an employee will be entitled to two (2) days of paid leave of absence. The employee can move one (1) day of entitlement in situations where there is an internment or memorial service at a later date.

**(b)** Where the funeral is outside the Airport in excess of 500 km, additional unpaid leave may be granted (such leave will not be unreasonably withheld).

**(c)** Where these days fall within the employee's vacation, the employee's vacation will be credited accordingly.

**(d)** An employee may be absent from work for one (1) day without loss of wages on his wedding day. The employee may be absent from work for an additional unpaid day on the day

following his wedding. An employee may also be absent from work without pay on the wedding of one of his children or for three (3) days paid leave on the birth or adoption of a child.

(e) Part-time employees will be covered by the above Articles, but the five (5) or the two (2) day entitlement must be consecutive calendar days and regular rest days are included. The employee can move one (1) day of entitlement in situations where there is an interment or memorial service at a later date.

**17.02** The Employer is entitled to require a medical certificate substantiating the employee's injury or illness where an employee is absent for three (3) consecutive shifts or more, or where an employee is absent for ten (10) or more days in a calendar year, or where an employee has an identified problem of absenteeism. The Employer shall pay for any such medical certificate requested by the Employer.

**17.03** The Employer must take back, in his employment or in a similar employment, any employee who has had to be absent from work due to injury or illness for a period not exceeding twenty-four (24) months.

**17.04 (a) Court Leave**

An employee called to serve, as a witness in relation to the performance of his duties will be paid as if he had worked for the time spent, including travel. An employee shall suffer no loss of wages in this regard. Any costs received by an employee from the Court shall be refunded to the Employer.

**(b) Jury and Crown Witness Leave**

An employee called to serve as a juror or as crown witness must inform his Employer as soon as he receives the subpoena and the Employer will reimburse him the difference between his jury or witness duty fee, and his regular wages. Said employee will be paid as if he had worked for time spent including travel during regularly scheduled workdays for the employee. An employee shall suffer no loss in wages while serving as a subpoenaed witness or for jury duty during regular working hours, if selected.

**17.05 Public Office Leave**

Upon written request by the Union and the individual concerned, the Employer shall grant leave of absence without pay to any employee elected to and without pay while campaigning for his own election to public office. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election.

## **17.06 Sick Leave**

**The language of Article 17.06 is in effect until February 28. As a result of changes to the Canada Labour Code, effective March 1, 2023, this language is superseded by the Memorandum of Agreement concerning Sick Leave and Personal Leave, attached hereto Letter of Understanding #12.**

All employees will accumulate sick leave hours at the rate of 3.2% of hours paid, up to a maximum of 64 hours of accumulation each calendar year. "Hours paid" is defined as actual hours worked, paid vacation leave, paid bereavement leave, paid jury/witness duty and union leave. Accumulated hours will be credited to the employee's sick leave on the pay period in which they are earned.

Earned sick leave hours may be accumulated and carried over year to year; however, all hours accumulated in excess of 64 hours will be paid out to the employee on December 15th of each year.

### **Special Medical Leave**

Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant any such request for time off. Available sick leave may be used to cover such absence upon request. The employee may be required to present evidence of the need.

### **Illness while at work**

An employee who is unable to complete his or her shift due to illness may use a sick leave credit to cover the illness. This does not apply in the event of accident while at work, which is covered by Article 10.05.

**17.07** A leave of absence of a maximum of one (1) week may be granted to any employee following an agreement with his Manager.

### **17.08 Leave for Union Staff**

Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union shall be entitled to a Leave of Absence for the period during which they are performing their duties. A request will be made in writing to the Branch Manager, with a copy to the Operations Manager of the Employer, at least six (6) working days before the leave is to commence, stating the date of commencement and duration of such leave. The granting of such leave shall not be unreasonably withheld.

Employees taking a leave of absence under this Article shall have the right at any time on giving six (6) working days' notice to return to their previous position at their previous work

site or to such other position or site to which they may be entitled by reason of seniority in accordance with Article 12 of this Agreement.

**17.09** Any leave of absence of more than one (1) week must be signed between the employee, the Union and the Employer.

**17.10** An employee shall continue to accumulate seniority during the term of any leave of absence.

**17.11** Despite anything in this Article, the Employer may grant a leave of absence without pay for a period not exceeding thirty (30) days to an employee provided that:

(a) The employee gives notice in writing to the Supervisor of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency); and

(b) In the judgement of the Employer, the proposed leave of absence can be arranged without disrupting normal operations.

Applicants must indicate, on forms provided by the Employer, the reasons for their leave of absence and the expected dates of departure and return when giving notice of their request for leave of absence.

The Employer shall notify in writing both the applicant and the Union of its decision (which shall not be unreasonably withheld) within fourteen (14) days after the employee made the request to the Employer.

The Employer has agreed that leave of absence will be administered on the following basis:

I. Subject to operational requirements up to five percent (5%) of the workforce will be eligible to be on leave of absence at any given time.

II. Requests must be made in writing in accordance with (a) above.

III. Leaves of absence shall be granted on the basis of seniority.

IV. When returning from a leave of absence, the employees shall be placed on the same shift, which they left.

## **ARTICLE 18 – MATERNITY AND PARENTAL LEAVE**

**18.01** An employee who has completed six (6) months of continuous service with the Employer is entitled to parental leave in accordance with the provisions of the Canada Labour Code.

## **ARTICLE 19 – UNIFORMS AND PARKING**

**19.01 (a)** The Employer shall supply, at its expense, the uniform which it requires its employees to wear. The Employer will be responsible for ensuring that the uniform fits properly and will provide for any necessary alterations. Appropriate pieces of the uniform will be machine washable. If dry cleaning is a requirement, the Employer will reimburse the employee for the costs. The uniform will remain the property of the Employer.

*(NOTE: The current uniform complement will include all articles with the exception of socks and under garments. The uniform complement may change from time to time.)*

### **(b) Parking**

The Employer agrees to pay the cost of parking at the airports on behalf of employees.

However, effective September 1, 2018, all employees hired on or after that date will be subject to one of the following:

I. If the employee elects to have a parking pass, the Employer will cover fifty percent (50%) of the monthly cost. The employee will cover the remaining fifty percent (50%) of the monthly cost by payroll deductions made on each pay period; or

II. The employee may elect to be reimbursed by the Employer for an amount equal to fifty percent (50%) of the cost of a monthly parking pass, for his transit pass issued by OC Transpo or STO. The employee must provide evidence that a transit pass was purchased and the reimbursement will be made on a monthly basis.

**(c)** The Employer will cover the cost at a designated clinic for employees to obtain the periodic medical examination required for maintaining CATSA certification. If employees wish to use their own physician for his purpose, the Employer will reimburse up to twenty-five dollars (\$25.00) towards the cost of this medical, upon presentation of a receipt.

**The Employer will take the necessary steps to ensure the confidentiality of medical information obtained in compliance with the CATSA requirements.**

**19.02** The Workplace Relations Committee at each station shall discuss locker space and lunchroom facilities for employees within that facility.

## **ARTICLE 20 - DISCIPLINE**

**20.01** Any disciplinary measure may give rise to a grievance, in accordance with the procedures provided for in Article 8 of this Collective Agreement.

**20.02** It is forbidden for the Employer to apply any disciplinary, discriminatory or other measure to an employee because she is pregnant. An employee who believes that her

pregnancy has been the cause of a disciplinary, discriminatory or other measure may submit her grievance according to the procedures provided for in Article 8.

**20.03 (a)** In all cases of disciplinary measures or termination, the employee is entitled to have a Union representative present at the time the discipline or termination is given. The employee will be informed of the nature of the inquiry for which he is called and may, if he so wishes, consult with the Union steward prior to the meeting. In cases of termination or suspension, the Union representative will be the Unit Chairperson or a steward designated by the Unit Chairperson.

**(b)** A disciplinary measure must be imposed within two (2) weeks of the date of the incident giving rise to the discipline, or the date at which the Employer became aware of the infraction, unless an extension is required and mutually agreed to.

**20.04** The Employer shall remit a copy of such measure to the Unit Chairperson or designate and the Local Union President or designate within five (5) days thereof. In the event that an employee is to be discharged or suspended, the Employer will meet with the employee and the Unit Chairperson, or designate, as soon as possible to discuss with the employee the reason(s) for the discharge or suspension. The Local Union President or designate may be present at this meeting. Any grievance arising from a discharge or suspension will be handled at Step 2 of the grievance procedure.

**20.05** Any disciplinary measure, which is cancelled following a decision made by the Employer or an arbitrator, must be withdrawn from the employee's record and will not be used to support disciplinary action in the future.

**20.06** A suspension shall not interrupt an employee's continuous service unless the arbitrator decides otherwise.

**20.07** Any disciplinary report pertaining to a bargaining unit employee sent by the Employer to any regulatory body, must be forwarded to the said employee and to the Union as quickly as possible in order to allow them to make the necessary representations, if applicable.

**20.08** Any disciplinary report filed in an employee's record may not be used for disciplinary purposes after a twelve (12) month period.

**20.09** There shall be only one (1) employee personnel file and the employee shall have access to review his file two (2) times per year while an Operations Manager or his designate are available. The employee shall also have access to information contained in MOER or any similar digital record system at this time.

**In the event a notation concerning a performance or professional conduct event is placed into MOER or any similar digital record system, the notation must be brought to the attention of**

**the employee as soon as possible. The purpose of this provision is to provide employees with the opportunity to correct and address any performance issues.**

**20.10** If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been disciplined unreasonably or unjustly or too severely, the Employer shall:

1. Rescind the penalty; or
2. Reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Arbitrator as the case may be.

**20.11 Notices**

The Employer agrees to provide the Unit Chairperson or designate with notice of all written disciplinary notices as well as notice that an employee has completed his probationary period.

**20.12** When the Employer makes an investigation which could lead to termination of employment, the following procedure will apply:

(a) The Employer will conduct a fair investigation into all facts relating into the possible termination;

(b) Upon request, the Employer will provide copies of relevant documents to a designated official of the Union.

**20.13 (a)** In the event an employee who has completed his/her probationary period fails to qualify or loses a CATSA certification and/or Transport Canada designation, the Employer will provide the Unit Chair or designate with a copy of any written communication which it is legally permitted to divulge directing that the employee's designation has been removed by the regulatory authority.

(b) The Company will provide such employee with any available work which the employee is qualified and able to perform. **The Employer will endeavour to schedule any required PER at the earliest opportunity.**

(c) If no work is available under (b) above, the employee shall be entitled to displace the most junior employee on the site whose job he/she is qualified and able to perform, except for the service ambassador position that is reserved for new hires or disabled employees requiring accommodation.

(d) Where there is no junior employee on the site whose job he/she is qualified and able to perform, the employee will be placed on layoff for up to twenty-four (24) months while the employee attempts to recover the lost designation. If the employee placed on lay-off obtains

the required designation during the twenty-four (24) months, he/she will be placed in a position for which he/she is qualified in accordance with seniority. If not, the employee's employment will terminate.

(e) The Company will provide reasonable assistance to the Union and an employee who is seeking to obtain or regain a lost designation including information as to why the employee did not obtain or lost the required designation.

**20.14** The parties agree that "last chance agreements" must be signed by a servicing staff representative, or the President of USW Local 1976, or their designates.

#### **ARTICLE 21 - INSURANCE PREMIUM**

**21.01 (a)** The Employer shall contribute to the Steelworkers Trusted Benefit Plan (the "Plan") on behalf of each employee for each pay period an amount equal to figures indicated below plus applicable retail sales tax as required by Ontario law, per hour earned:

<b>First full cycle after ratification</b>	<b>\$2.11 per hour (increase of \$0.05)</b>
<b>First full cycle after April 1, 2023</b>	<b>\$2.16 per hour (increase of \$0.05)</b>
<b>First full cycle after April 1, 2024</b>	<b>\$2.26 per hour (increase of \$0.10)</b>

*Note: It is understood that the Union **has introduced** a long term disability plan covering all full-time employees*

"Hours Earned" means all regular hours for which the employee receives wages or salary, and includes, without limiting the generality of the foregoing, vacation pay, and hours for which such employee is absent for approved union business and any other approved leave. Overtime and statutory holiday pay (not worked) are excluded.

(b) Contributions to the Plan shall be made for employees who are on **the following types of leave:**

- workers compensation benefits
- weekly indemnity or other form of salary continuance,
- **medical leave, up to a maximum of 26 weeks**
- **leave protected under the Canada Labour Code, for example maternity leave**

at a rate equal to their regular weekly hours worked up to a maximum of forty (40) hours per week, for each week the employee is **on such leave**. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13 week period prior to the week in which the employee commences **such leave**. Prorated payments shall be made where an employee is **on such leave** for less than one (1) week.

If an employee is laid-off, contributions to the Plan shall continue at a rate equal to their regular weekly hours worked up to a maximum of forty (40) hours per week to the end of the month in which the layoff occurs. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13 week period prior to the week in which the employee is laid off.

**(c)** The Employer shall ensure that the contributions are received by the Plan no later than the 15th day of the month following the month for which deductions were made.

**(d)** In the event that the total amount of contributions payable are not received by the Plan by the date set forth in (c) above, the Employer shall be solely responsible for any and all benefits which the Plan would have provided to employees had the contributions been received on time. In addition, the Employer shall also be required to pay the outstanding contributions to the Plan.

**(e)** The Employer agrees to provide the Plan, on a timely basis, all information which the Administrator may reasonably require in order to properly record and process benefits.

For further specificity, the information required for each employee is as follows:

1. Name
2. Address
3. Date of Birth
4. Date of Hire
5. Social Insurance Number
6. Hours Earned
7. Amount of Remittance per employee
8. Termination Date
9. Retirement Date
10. Date of Death
11. Gender
12. Employee's designation as **full time or part time** as the case may be.

**(f)** The Employer agrees that an employee who may be appointed by the Union to be a Trustee of the Plan shall be entitled to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding her/his absence from work for that purpose.

**21.02** The Employer agrees to pay a sum equivalent to \$10.00 per employee per year to the "Steelworkers Lifeline" to provide an Employee Assistance Programme to its employees.

**21.03** If decided by the Union to augment the current program of benefits at employee cost, the Employer will, upon request by the Union, administer additional payroll deductions and remittance to the Benefit Plan.

**ARTICLE 22 - POSTING OF NOTICES**

**22.01** The Employer shall place at the Unions disposal, a locked bulletin board, where the Union may post notices related to its elections, meetings and social functions, this bulletin board to be located in a prominent location where members have visual access. No notice will be posted without first having been signed by an authorized Union representative. Six (6) times per year, the Union may have the Employer include a folded sheet containing information mutually agreed upon directed to its members in each employees pay stubs.

**22.02** The employer will provide a mailbox or mail slot for the Union’s use at a convenient location at the workplace.

**ARTICLE 23- WORKPLACE RELATIONS COMMITTEE**

**23.01** The Workplace Relations Joint Committee shall be comprised of a minimum of two (2) members appointed by the Employer and a minimum of two (2) members appointed by the Union, one of whom shall be the Unit Chair. A Staff Representative and/or a representative of the Local Union may also be present at meetings of the Committee.

**23.02** The task of this Committee shall be to:

(a) Develop good relations between the Union and the Employer by examining problems of common interest, which concern all, or part of the employees who are members of the bargaining unit.

(b) Make recommendations to the parties.

**23.03** The Committee provided for in this article shall meet once a month at a date determined after agreement between the specific representatives appointed for this purpose by the parties.

**23.04** Minutes of the above referenced meetings shall be maintained and posted.

**ARTICLE 24- GENERAL PROVISIONS**

**24.01 Legal Protection**

An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the performance in good faith of his/her duties shall be indemnified by the Employer for the employee’s necessary and reasonable legal costs incurred in the defense of such charges.

**24.02** Notwithstanding Article 24.01, the Employer may refuse payment otherwise required by Article 24.01 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his/her powers as a security officer.

**24.03** Where an employee is a defendant in a civil action for damages because of acts done in the performance in good faith of his/her duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defense of such an action provided that if the Employer is also sued in respect of the same transaction, the employee will provide all reasonable assistance and co-operation to the Employer in its defense. Further, in the absence of a real and substantial conflict of interest between the Employer and the employee in the litigation, the employee agrees, if requested by the Employer, to be represented by counsel of the Employer's choosing which may include the same counsel as is representing the Employer in the litigation. It is also understood and agreed that provided that the employee is not being required to personally pay any damages or contribute any settlement funds where the employee and the Employer are being represented by the same counsel, the Employer shall have the right to instruct their common counsel on all matters relating to the litigation including the settlement or compromise of same.

**24.04** Subject to 24.03 above, an employee who wishes to retain a particular lawyer to represent him/her and wishing to be indemnified pursuant to this Article shall:

(a) Before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employers approval which approval shall not be unreasonably withheld; and

(b) If requested by the Employer, instruct the lawyer to render regular written accounts as required; and

(c) With respect to a lawyer representing an employee with respect to a criminal or statutory offence as provided for in 24.01, the provision of interim accounts does not require the Employer to pay any such accounts until it is finally determined that the employee has not been found guilty of the criminal or statutory offence in respect of which he or she was charged.

**24.05** For greater clarity, an employee shall not be indemnified for legal costs arising from grievances or complaints arising under this Agreement, or acts or omissions while acting in his/her capacity as a private citizen.

## **ARTICLE 25 - TRAINING AND EQUIPMENT**

**25.01** Recognizing the uniqueness of the job being performed within the establishment, the Employer shall provide a comprehensive training program for all employees. The Employer agrees that no employee function shall be performed until such time as appropriate training has first been received and the appropriate equipment has been provided, except with respect to

specific on-the-job training. The parties shall meet on an as-needed basis, within 30 days of the request of either party, to discuss and review the needs, requirements, facilities and any other matters necessary for the compliance with this provision and CATSA regulations.

**25.02** All training and testing performed by employees shall be on paid time. All travel time and expenses shall be borne by the Employer.

#### **General**

**25.03** The Company agrees to pay employees who are owed any additional payments other than regular pay by way of special bank transfer at no cost to the employee to the employee's bank account.

**25.04** The Company agrees to pay 50% of printing costs of Collective Agreements. The Company agrees that each employee is entitled to one Collective Agreement with an additional 20 copies for each airport provided to the appropriate Local Union.

**25.05** In the event that in the future the Employer is contractually required by its client to pay a premium to employees who have attained an NPS, EDX, CTX or any other designation, the company will pass on any amounts received from its client for payment of such premiums to the employees who are qualified to perform such duties. There is no guarantee that such premiums will be introduced and the Company's current expectation is that they will not be introduced.

**25.06** In the event the Company introduces new methods of equipment which require new or greater skills than are possessed by employees under the present method of operation, the Company will provide the necessary training for employees to acquire or perfect the needed skills. There shall be no reduction in wage or salary rates during the training period of any such employee, nor will the employee's rate of pay be reduced upon being assigned to the new position.

#### **ARTICLE 26 - STEELWORKERS MEMBERS' PENSION BENEFIT PLAN**

**26.01** The Employer shall contribute a fixed amount of four (4) percent of employee's total earnings to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee for each pay period. Employees must contribute a matching four (4) percent of total earnings to the Plan. Pension contributions begin once an employee achieves level 3, or twelve (12) months of employment, whichever occurs first.

**Effective April 1, 2024 the matching contributions will increase to 4.5%.**

**26.02** For the purpose of the Pension only, "Total Earnings" means all monies an employee earns for wages and includes earnings for vacation, paid holidays, VRSC Bonus, COLA and approved union leave.

**26.03** When an employee is on one of the following types of leave, the Employer shall inform the employee that it will continue to make pension contributions on their behalf, and remit the employee's share of such contributions, provided the employee makes arrangements to remit their share of the contributions to the Employer, at the time the leave commences.

- workers compensation benefits
- weekly indemnity or other form of salary continuance
- medical leave, up to a maximum of 26 weeks
- leave protected under the Canada Labour Code, for example maternity leave

Contributions shall be made at a rate equal to their regular weekly hours worked up to a maximum of forty (40) hours per week, for each week the employee is on such leave. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13 week period prior to the week in which the employee commences such leave. Prorated payments shall be made where an employee is on such leave for less than one (1) week.

**26.04** Notwithstanding Item 1 of this Article, pension contributions are not payable for employees who are in their probationary period.

**26.05** The Union agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest, reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

**26.06** The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

**26.07** The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.

**26.08** The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

The Employer agrees provide the Plan Administrator with timely notification of new hires, terminations, and retirements.

For further specificity, the information required for each employee is as follows:

i) To be Provided and Commencement of Participation for Each Employee

Date of Hire

Date of Birth

Date of Birth Contribution

Address

Social Insurance Number

ii) To be Provided with each Remittance of Contributions for each Plan Participant

Name

Social Insurance Number

Amount of Remittance

Total earnings

iii) To be Provided Initially and on a Status Change Full Address as Provided to the Employer

Commencement Date of Employment (MMDDYY)

Termination Date of Employment (MMDDYY)

Retirement Date

Date of Death

**Commencement date of any leave expected to be more than one month in duration**

Gender

iv) To be Provided Once Per Year After Year End - Summary Data in electronic format

Name

Social Insurance Number

Total Amount Remitted for Year

Total Earnings for Year

**26.09** The Employer agrees to enter into a Participation Agreement a copy of which is attached in the form attached hereto, and which shall be consistent with the terms of the Collective Agreement.

**26.10** The Employer agrees that an employee who may be appointed by the Union to be a Trustee or alternate Trustee of the Plan shall be entitled to attend up to three meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding his or her absence from work for that purpose.

## **ARTICLE 27- TERM**

**27.01** This agreement shall come into effect April 1, **2022**, except as where noted otherwise and remain in full force until March 31, **2025**. Subsequently, the agreement shall continue to bind the signatories month after month, except if a written notice to bargain from one of the

parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

**27.02** Once the notice to bargain has been remitted, the Union and the Company must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.

**27.03** The Letters of Understanding attached hereto form part of this Collective Agreement.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, **2023**.

**FOR THE EMPLOYER**

**FOR THE UNION**

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**SCHEDULE "A" (Ottawa) - WAGES, WAGE PROGRESSION GRID**

	Expired	01-Apr-22	COLA/VRSC Roll-in-First pay period after ratification	01-Apr-23- Lump sum- payable on attaining L3.2	01-Oct-23	01-Apr-24
		\$1 at L3.4	\$ 2.14		\$1 at L3.4	\$1 at L3.4
Level 1- probation	\$ 19.30	\$ 20.13	\$ 22.27		\$ 23.09	\$ 23.92
Level 3.1 0-2080 hours	\$ 21.95	\$ 22.89	\$ 25.03		\$ 25.97	\$ 26.91
Level 3.2 2081-4160 hours	\$ 22.41	\$ 23.37	\$ 25.51	\$ 1,200.00	\$ 26.47	\$ 27.43
Level 3.3 4161-6240 hours	\$ 22.85	\$ 23.83	\$ 25.97	\$ 1,200.00	\$ 26.95	\$ 27.93
Level 3.4 6241 and more hours	\$ 23.33	\$ 24.33	\$ 26.47	\$ 1,200.00	\$ 27.47	\$ 28.47

\* Retroactivity on the wage chart to be paid within 30 days of ratification to persons employed on December 31, 2022. Persons on leave as of December 31, 2022 will receive the retroactivity upon their return to work.

**Notes:**

1. All levels and duties will be CATSA certified and trained and progression will be based on hours that a Screening Officer has been employed as a PBS.
2. Progression through Level 3.1-3.4 is as seen in the grid above. Each level will be attained after 2080 hours worked. Vacation taken in accordance with the collective agreement is included in this calculation.

**3. Lump Sum**

In addition, a lump sum of \$1,200 is payable to all employees employed as of December 31, 2022 provided:

- If they are at Level 3.2 or higher as of April 1, 2023, they will receive the lump sum on the first pay period following April 1, 2023.
  - If they are below Level 3.2 as of April 1, 2023, they will receive the lump sum on the next pay period after they attain Level 3.2.
  - Employees who are on leave as of April 1, 2023 will receive the lump sum upon their return to work, or when they attain Level 3.2, whichever is later.
4. **COLA and VRSC:** The monthly COLA and VRSC payments are rolled into the base wage by adding \$2.14 to the base wage at all levels in the wage grid, effective at the beginning of the first pay period following ratification.

**The final COLA/VRSC monthly payment will be made according to the established payment schedule, in respect of work accomplished in the period prior to the addition of the \$2.14.**

**Split Shift Premium — “SSP”**

Fixed for the term of contract. Employees who actually work their scheduled split shifts in a day will be paid a premium equal to one (1) hour wages at the employee’s regular straight time hourly rate for each day on which they work both their scheduled split shifts. SSP applies to all airports where employees work split shifts.

**SCHEDULE "B" (Ottawa)**

Training Team Leaders (TTL's) and Former Point Leaders (PL's) Remuneration Training Team Leaders, as well as Team leaders who were in the Point Leader Classification as of November 1, 2011, shall be paid an hourly wage rate equal to the maximum hourly rate for screening officers, plus 12.5%, as set out below. Training Team Leaders will be treated as a separate classification for the purposes of the job posting and seniority provisions of this agreement.

	<b>Expired</b>	<b>01-Apr-22</b>	<b>First pay period after ratification</b>	<b>01-Apr-23- Lump sum</b>	<b>01-Oct-23</b>	<b>01-Apr-24</b>
	<b>\$ 26.24</b>	<b>\$ 27.37</b>	<b>\$ 29.78</b>	<b>\$ 1,200.00</b>	<b>\$ 30.90</b>	<b>\$ 32.03</b>

### **LETTER OF UNDERSTANDING #1 - TRAINING**

The Company shall offer training opportunities in order of seniority. Recognizing CATSA regulations and operational requirements such as the need to have staff with certain qualifications available for duty, the Company may bypass seniority where necessary to meet bona fide operational requirements.

The Unit Chair will be informed if it is necessary to bypass seniority when training is offered.

### **LETTER OF UNDERSTANDING #2 - RADIATION SAFETY TRAINING**

The Employer agrees that it will make all reasonable efforts to attract to its airports the Radiation Safety Institute of Canada training program on X-Ray Safety provided that all associated costs are reimbursed by CATSA. Further it is understood that time spent participating in the training shall be deemed worked time for which the employees shall be paid in accordance with this agreement.

### **LETTER OF UNDERSTANDING #3 - EXPEDITED ARBITRATION PROCEDURE**

Preamble

The parties agree that the purpose of Expedited Arbitration is for the fair and quick settlement of disputes. This process will be used where the grievance does not require a complex decision which would establish a new principle or precedent in the relationship between the parties and will not result in a lengthy hearing. The parties must agree in writing to submit the grievance to this process. Any grievances that are not heard through the expedited procedure will be processed through the regular procedure.

.01(a) The date for the hearing will be scheduled **as soon as possible after the submission to arbitration. The parties will select an arbitrator who is able to provide prompt hearing dates.**

.01(b) Within one month of ratification, the parties shall develop a list of arbitrators suitable for the expedited arbitration process.

.02 Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Union and a designated representative of the Company. Attendance of other persons at the arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented or are otherwise acting in an advisory capacity.

.03(a) The hearing shall be informal.

.03(b) The parties **shall** file written briefs to the arbitrator, with copy to the other party. Such briefs will be filed at least **five business** days prior to the hearing. **Such briefs will contain:**

- **A summary of the facts, including any “will-say” statements of witnesses**
- **A list of the documents upon which the party will be relying**
- **A statement of the issue**
- **The requested remedy**
- **The legal argument or arguments supporting the party’s position, including brief reference to any applicable authorities.**

.03(c) There shall be no formal evidence rules.

.03(d) Prior to the hearing, the parties shall determine which, if any, of the facts relevant to the grievance are in dispute, and **shall endeavor to** submit a statement of agreed facts.

.03(e) The Arbitrator shall have the obligations of ensuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

.03(f) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

.03(g) Where appropriate, the parties may combine grievances to have more than one grievance heard in a single day hearing.

.03(h) The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. The decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion.

.04(a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

.04(b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article 9.03 of this Agreement.

.04(c) The Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator.

.04 (d) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party unless it is mutually agreed that they will be instructive to the parties in reaching agreement in any subsequent proceeding before the expedited arbitrator.

#### **LETTER OF UNDERSTANDING #4 - INCENTIVES**

Prior to introducing any incentive plans sponsored by CATSA, the Employer will meet with the Union to discuss said plans and will provide written information to the Union outlining the plans. The employer will consider any submissions made by the Union with respect to the design or administration of the plan.

#### **LETTER OF UNDERSTANDING #5 - CLARIFICATION OF VACATION**

##### **PAY CALCULATION AND ENTITLEMENT**

The parties agree that the reference period for the accumulation of vacation pay is January 1 to December 31 of each year.

When an employee attains the necessary years of service to qualify for an increase in vacation pay and vacation time, this increase will be awarded in the following year. The following year's vacation pay will be calculated on the increased percentage of earnings for the entire year in which the employee becomes eligible.

Example:

An employee is hired on January 25, **2023**. Vacation entitlement increases to 15 days at 6% after 4 years of service, i.e. January 25, **2027**. In the **2028** vacation scheduling period (Jan. 1 to Dec. 31, **2028**), the employee will be entitled to 15 days of vacation. Vacation pay will be calculated as 6% of earnings from January 1 to December 31, **2027**.

#### **LETTER OF UNDERSTANDING #6**

##### **GARDAWORLD SECURITY SCREENING**

February 11, 2013

Mr. David Lipton

Staff Representative

United Steelworkers

2285 St. Laurent Blvd, Unit D-11

Ottawa, Ontario, K1G 4Z7

Dear Mr. Lipton:

As discussed during the 2012 negotiations, the Company will provide to the Union the use of space in the basement lunchroom to safely store confidential Union information. The Union will provide any needed furniture for this purpose.

During the 2015 negotiations for renewal of the Collective Agreement, the parties discussed the need for better facilities for a lunch room and lockers for employees of the Company. The

Employer commits to maintain its efforts towards practical and timely solutions to any problems that may arise and will communicate with the Unit Chair or designate in this regard.

Per:

GARDAWORLD SECURITY SCREENING

#### **LETTER OF UNDERSTANDING #7 - REMITTANCES TO THE BENEFIT PLAN**

- 1 The Company will send the information required by Article 25.02(c) to the Benefit Plan Administrator no later than the 15th of the month, for the work month preceding;
2. The Company will remit the benefits premiums no later than the 25th of the month, for the work month preceding;
3. The Company will determine the payroll cut-off date for each work month and will base the reporting required in Paragraph 1 above upon those dates. The Company shall advise the Local Union and the Plan administrator of the payroll cut-off date for each month.

#### **LETTER OF UNDERSTANDING #8 - ABSENTEEISM**

The Union commits to meet with the Employer monthly to review trends and statistics regarding absenteeism.

#### **LETTER OF UNDERSTANDING #9 - MENTAL HEALTH IN THE WORKPLACE AND DOMESTIC VIOLENCE AFFECTING THE WORKPLACE**

##### **Mental health issues affecting the workplace:**

The parties recognize that mental health issues may be a cause of disability. Voluntary standards for the promotion of good mental health in the work place have been produced by the Canadian Standards Association and endorsed by Health Canada. The Employer has been made aware of these standards.

The Employer agrees that appropriate measures to address such standards are a suitable topic for dialogue held under Article 23.

The Employer recognizes that the return to work of an employee who has been disabled due to mental health issues is, in general, a desirable goal.

### **Domestic Violence Affecting the Workplace**

The parties agree that domestic violence is not necessarily a private matter and may have significant impact on the workplace.

The Employer agrees that appropriate measures to address domestic violence affecting the workplace are a suitable topic for dialogue held under Article 23.

Subject to the particular circumstances under consideration, the Company may grant access to any earned credits for time off under the Collective Agreement, or a leave of absence without pay, to employees who are victims of domestic violence, for any necessary time to attend to relocation, making arrangements for the care of children, legal appointments, and other necessary time that is related to the domestic violence. The Employer may require reasonable evidence of such need.

The Employer shall ensure that appropriate measures are put in place, as required under the *Canada Labour Code*, to protect workers from domestic violence situations in the workplace.

### **LETTER OF UNDERSTANDING #10 – OVERTIME AND CALL-IN LIST**

**During the 2022 negotiations, the parties discussed the procedure for assigning overtime in Article 14.12, as well as the call-in list referred to in Article 14.15. The Company agrees that this language will be fully implemented upon ratification of this agreement, and agrees to meet with the Union to have any necessary discussions related to the implementation of these provisions.**

### **LETTER OF UNDERSTANDING #11 – HIGH LEVEL MEETING**

**On an annual basis, the Employer and the Union agree to have a high-level meeting to discuss and troubleshoot current issues. Agenda items will be exchanged between the Chief Steward, Airports of Local 1976 and the Regional Manager, Administration at least one week prior to the meeting. The meeting will be attended by the above-mentioned persons as well as the Regional director, Aviation Central; and the Unit Chair and Recording Secretary. The Staff Representative of USW District 6 may also attend at the request of either party.**

**LETTER OF UNDERSTANDING #12 – RECORDS OF EMPLOYMENT (ROE)**

During the 2022 negotiations, the parties discussed the importance of timely ROEs. The Employer agrees that Records of Employment (ROE) will be issued in a timely fashion, no later than the time allotted in Employment Insurance Act.

**LETTER OF UNDERSTANDING #13  
Memorandum of Agreement  
Sick Leave and Personal Leave**

**GardaWorld Security Screening Inc. (YOW) (the Employer)**

**and**

**United Steelworkers (the Union)**

Due to the Federal Government of Canada updating the minimum statutory requirements for sick leave in the Canada Labour Code (the Code), and pursuant to the Memorandum of Agreement reached during negotiations for the renewal of the collective agreement, the following agreement has been reached by the parties:

**Section 1: General Provisions**

- 1. All current language, pertaining to sick and/or personal leave within the Collective Agreement will remain in place up to and including February 28, 2023. As of March 1, 2023, the current Article 17.06, will be retired and replaced with the terms outlined in this Memorandum of Agreement.**
- 2. Any unused sick hours remaining in an individual's bank as of February 28, 2023, will automatically transferred to the new sick leave bank for March 1, 2023, and shall be converted to full day increments, with eight (8) hours equal to one (1) day. If the employee has insufficient hours to equal a full day increment, then the hours shall be paid to the employee, at their straight time rate of pay. For example, if an employee has 27 hours accrued in their sick bank on February 28, 2023, then the sick hours will be converted to 3 days (3 X 8 hour days = 24 hours), and the remaining 3 hours will be paid out to the employee at the straight time rate.**
- 3. The year for both the new Medical/Sick Leave and Personal Leave banks will be from January 1<sup>st</sup> up to December 31<sup>st</sup> of each calendar year, commencing January 1, 2024. The banks will be renewed as per the provisions of this**

agreement. The transition year will be from March 1, 2023, until December 31, 2023.

4. Medical/Sick Leave provisions will be defined as one (1) singular bank of days. The Personal Leave provisions will be defined as a totally separate singular bank of days. These separate banks will be reflected either on the employee's pay stub or through other electronic applications (example "portal").

## **Section 2: Personal Leave Provisions (Effective March 1, 2023)**

1. Effective March 1, 2023, employees that are of active status, Full-Time, Part-time and Pre-certified, can be eligible for Personal Leave.
2. The employee must have three (3) months of continuous service, to be eligible for up to three (3) days paid leave and an additional two (2) days unpaid leave, as Personal Leave, per calendar year to:
  - carry out responsibilities related to the health or care of any of their family members;
  - carry out responsibilities related to the education of any of their family members who are under 18 years of age;
  - address any urgent matter concerning themselves or their family members;
  - attend their citizenship ceremony under the [Citizenship Act](#); and
  - any other reason prescribed by regulation under the Code.
3. All personal leave days must be for full day increments. If an employee must leave work due to one of the reasons stipulated for personal leave, they will receive pay for the remainder of the shift if eligible, however a whole day will be deducted from their personal leave entitlement. For clarity, the maximum payout will be the balance of the shift.
4. Personal Leave days may be used in single day increments or multiple day increments.
5. For clarity, a "day" will be equal the daily shift, assigned during the shift bid, at the time of the absence.
6. Employees are to provide requests for use of the personal leave as per the current local practice (Notification to GardaWorld ROC) and entitlement to personal leave or sick leave will be based on the information submitted.

7. The company may request that an employee provide supporting documents concerning the reason(s) for the personal leave.
8. The Personal Leave bank will be renewed every January of a calendar year and will not be carried forward to the next calendar year.
9. Personal Leave entitlements will not be eligible for “pay out” for any unused days. The personal leave bank will not exceed a total of five (5) days, regardless of if the days are paid or unpaid, in a calendar year.
10. Should an amendment to the Canada Labour Code occur, both the union and company will meet for the purpose of amending this language, provided however that the overall number of paid personal days and paid sick/medical leave days under this agreement is not diminished.

### **Section 3: Medical/Sick Leave (Effective March 1, 2023)**

#### **Full Time and Part Time Employees:**

1. Medical / Sick Leave will be defined as a bank of days and is separate from the Personal Leave bank. Medical/sick leave may be used for the following purposes:
  - (a) personal illness or injury;
  - (b) organ or tissue donation;
  - (c) medical appointments during working hours; or
  - (d) quarantine.
2. A “day” will be defined as the length of shift, selected during the shift bid, at the time of the absence.
3. An employee who has been employed by the company for more than thirty (30) days, as of January each year, will be credited with ten (10) days paid medical/sick leave in their bank, provided they are “active”. During the transition year, the total number of days will be nine (9) which will be credited on March 1, 2023, in addition to any days already in the bank as of that date.
4. If an employee is inactive and has been approved for a legislative leave or unpaid personal leave, then they will be entitled to accrue medical/sick leave as per the Canada Labour Code.

5. Should an individual commence employment after January 1<sup>st</sup>, in any year, for the first year of employment they will be defaulted to the Canada Labour Code, as it pertains to eligibility and accruals. After 30 days of employment, three (3) paid sick days will be credited to their bank. For each month of employment following, an additional paid sick day will be credited, up to a maximum to ten (10) days per year.

**Probationary employees:**

6. Probationary employees will be provided the following:
  - The employee, provided they are of active status, will earn medical/sick leave with pay after completing an initial 30-day qualifying period of continuous employment with the company.
  - After completing the initial 30-day qualifying period, they will earn their first 3 days of medical/sick leave with pay.
  - After receiving their first 3 days, they will earn 1 further day at the start of each month after completing 1 month of continuous employment, up to a maximum of 10 days per year.
  - Any days of medical leave with pay that the employee does not take in the year will be credited to the employee at the beginning of the new year, up to a maximum of 10 days. For clarity, any unused days will count toward the maximum of 10 days that one can earn during the year.

**General Summary Medical/Sick Leave**

7. To define the duration of a “day”, the payment will be equal to the shift, selected during the shift bid, at the time of the absence.
8. Medical/Sick Leave days will not be less than one (1) day periods. If an employee must leave work due to one of the reasons stipulated for medical/sick leave, they will receive pay for the remainder of the shift if eligible, however a whole day will be deducted from their medical/sick leave entitlement. For clarity, the maximum paid will be the remainder of the shift.
9. As of December 31<sup>st</sup>, each calendar year, should the employee have eight (8) sick days or more medical/sick days, remaining in their bank, the excess of eight days will be paid, the first pay cycle in January. Any days more than eight days will be paid at their straight time rate of pay. Employees that are inactive at the time of the pay out, will not be eligible for pay out of the excess days; however, the excess days will be retained in their bank until the end of the year, at which time they will be paid out if still unused.

10. Medical/sick days may be used in single day increments or multiple day increments.
11. Employees are to provide requests for use of the medical/sick leave as per the current local practice (Notification to GardaWorld ROC or on-line book off notification form) and entitlement to personal leave or sick leave will be based on the information submitted.

#### **Medical Notes**

13. For any medical/sick leave that is five (5) or more days in length, it will be required to provide appropriate documentation supporting the leave. Article 17.02 shall be amended accordingly: The Employer is entitled to require a medical certificate substantiating the employee's injury or illness where an employee is absent for five (5) consecutive shifts or more, or where an employee is absent for ten (10) or more days in a calendar year, or where an employee has an identified problem of absenteeism. The Employer shall pay for any such medical certificate requested by the Employer.
14. In cases where excessive or pattern absenteeism is evident, further requirements could be applied provided they are in compliance with the collective agreement and any applicable legislation.

#### **Section 4: Conclusion**

This Memorandum of Agreement, between the parties, has been entered into to ensure that the minimum statutory changes as specified in the Canada Labour Code and related regulations are applied. This Memorandum of Agreement supersedes all sick and/or personal leave language currently applied in the Collective Agreement, due to the superior provisions currently provided by the Federal Canada Labour Code.

Upon separation of employment, no unused medical/sick leave or personal leave will be paid out to the employee, unless the Canada Labour Code specifies this payment.

Understanding that the Federal Government can amend either the Personal Leave and/or Medical Leave regulations, at any time, should the provisions change, the parties agree to meet a minimum of thirty (30) days prior to the change taking effect, to discuss with the purpose of developing a new agreement, provided that the overall number of paid personal days and paid medical/sick days in this agreement is not diminished.

