

LE LIEN DIRECT

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February 27, 2023

TO ALL MEMBERS OF USW LOCAL 1976, UNIT 613: Garda Ottawa

Greetings members,

On February 8th and 9th we met with Garda officials Joe Burcul and Stefan Prahbu to discuss current issues and progress on resolution. Following is a report:

1. Progress on resolution of sick leave issue - many members did not receive sick leave to which they were entitled in 2022. A policy grievance was filed. We entered into an agreement with the Company whereby:
 - The company must provide needed information to the Union to calculate the discrepancies
 - Adjustments are to be made and the matter should be settled in March
 - Members who are owed adjustments will be informed individually
2. Canada Labour Code sick days and personal days - We met with the Company to develop the language to implement the changes. It is attached and should be implemented by March 1, 2023. Further information will be provided soon.
3. Payroll errors - We are meeting with the Company on a weekly basis to go through the errors and are making some progress. The Company is reviewing its processes to try to determine the source of the errors and reduce or eliminate them.
4. Benefits - Recently we addressed a few situations where the Company was not paying benefits premiums and the member couldn't get benefits. These were quickly addressed. We are now working on an audit to recover any money that should have been paid by the Company to the Plan and the Company has committed to making the necessary corrections.
5. Incentive pay issue - There were many errors in the payment of the summer incentive pay. There is a process in place to rectify the errors and the Company has committed that wherever a member met the criteria for payment they will receive the money. If the Company claims the criteria were not met, it will provide the reason so that the employee can reply.
6. Frivolous discipline - We have once again reinforced to the Company that if a member is seen violating a rule it must be brought to their attention immediately, not days or weeks later.
7. New collective agreement- Drafting is almost complete and the document will be proofread and translated so it can be provided to you.

We wish to thank all members for their support and cooperation in providing information needed to rectify problems.

In solidarity,

Kristopher Marzitelli- Kurtis McGibbon- David Lipton

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 1st up to December 31st 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 1st, 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 31st, 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

12. 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.

13. 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.

Signed this _____ day of February, 2023:

GardaWorld Security Screening Inc. (YOW)

United Steelworkers

GardaWorld Security Screening Inc. (YOW) (the Employer)
And
United Steelworkers (the Union)

Re: Article 17.07- personal leaves of absence

The Canada Labour Code (the Code) provides, in Section 206.6, up to five (5) days of personal leave per calendar year to employees in the following circumstances:

- carrying out responsibilities related to the health or care of any of their family members;
- carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- addressing any urgent matter concerning themselves or their family members;
- attending their citizenship ceremony under the Citizenship Act; and
- any other reason prescribed by regulation.

If these days are exhausted, the Employer will grant, upon request, up to an additional three (3) personal days per year without pay. A request with reasons will be submitted to the person designated by the Company for prior approval. Where the request is well founded and is for one of the reasons enumerated above, the Company shall not unreasonably refuse the request, provided it does not result in additional cost to the Company. The Employee shall make reasonable efforts to assist in finding a replacement.

Signed this _____ day of February, 2023:

GardaWorld Security Screening Inc. (YOW)

United Steelworkers

MEMORANDUM OF SETTLEMENT

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

and

United Steelworkers (the Union)

Sick Leave Grievance #G-613-355-12

WHEREAS The Union filed the within grievance, which has been referred to arbitration, to obtain redress for problems in the calculation and payment of sick leave in 2022;

AND WHEREAS The Employer and the Union have reached a settlement in this matter;

THE PARTIES AGREE to the following:

- i. The Employer acknowledges that there were system errors that led, in some cases, to an inaccurate calculation of sick leave entitlement during calendar year 2022. It is acknowledged that inaccuracies began in December, 2021.
- ii. To resolve this, the Employer agrees to comply with any reasonable information requests made by the Union. The parties will work with the information to determine the amounts that may be owing to employees to make them whole for unpaid sick leave, or to adjust the amount of carry-over or payout as may be appropriate.
- iii. The parties will endeavour to have this task completed before March 1, 2023.
- iv. It is acknowledged that in some cases the corrected 2022 sick leave bank may be in the negative due to sick leave being paid out when there were insufficient banked hours. In these cases, in good faith the Company will zero out the overpayment.
- v. Employees who established a valid claim for Personal Leave based on the provisions in the Code in the period from January 1 to February 28, 2023 will be made whole for any entitlement for paid leave under the Code.
- vi. This is in full and final resolution of the policy grievance filed on this matter, as well as any related individual grievances.

Signed this _____ day of February, 2023:

GardaWorld Security Screening Inc. (YOW)

United Steelworkers