

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**TC LOCAL 1976 USW**

**HEREINAFTER CALLED: THE UNION**

**AND**

**SECURITAS TRANSPORT AVIATION SECURITY LTD.**

**HEREINAFTER CALLED: THE COMPANY**

<b>BAGOTVILLE</b>	<b>10146-U</b>
<b>VAL D'OR ET ROUYN NORANDA</b>	<b>10237-U</b>
<b>GASPÉ</b>	<b>10235-U</b>
<b>ÎLES-DE-LA-MADELEINE</b>	<b>10234-U</b>
<b>BAIE-COMEAU, SEPT-ÎLES ET MONT-JOLI</b>	<b>10236-U</b>
<b>LOURDES-DE-BLANC-SABLON</b>	<b>10259-U</b>
<b>LA GRANDE RIVIÈRE</b>	<b>10647-U</b>
<b>KUUJUARAPIK ET CHIBOUGAMAU</b>	<b>10925-U</b>
<b>CHIBOUGAMAU</b>	<b>10753-U</b>
<b>LA MACAZA</b>	<b>10913-U</b>

**2018 / 2022**

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## **ARTICLE 1 PURPOSE OF THE AGREEMENT**

- 1.01 a)** The purpose of this agreement is to establish the working conditions for the employees covered hereby and to establish orderly relations between the Company and the employees and their respective representatives in compliance with the laws, authority, rights and obligations of the parties.
- b)** It is agreed between the parties and, for the purposes of interpreting this Collective Agreement, that wherever the masculine is used, the feminine may be substituted.

## **ARTICLE 2 RECOGNITION AND JURISDICTION**

- 2.01** The Company recognizes the Union as the sole bargaining agent for the employees to which the present collective agreement applies.
- 2.02 a)** The Union recognizes the Company as the sole bargaining agent for unionized employees or for those who become unionized.
- b)** This collective agreement applies to all the employees covered by the following Certification Orders: 10146-U; 10234-U; 10235-U; 10236-U; 10237-U; 10259-U; 10647-U; 10753-U; 10913-U; and 10925-U.
- 2.03** This agreement shall apply only to the Company's employees who occupy one of the positions covered by this collective agreement and the above-mentioned Certification Orders.
- 2.04 a)** An employee promoted to a position excluded from the bargaining unit shall accrue seniority for a period of ninety (90) calendar days and may return to his former position within the ninety (90) calendar day period. This period may be extended by thirty (30) calendar days, provided the Company communicates its desire to do so in writing to the Union on eightieth (80<sup>th</sup>) day at the latest. During this period, the employee continues to pay the normal union dues but no other provision of the collective agreement applies.
- b)** It is understood that an employee who returns to the bargaining unit after the ninety (90) calendar day period, or one hundred and twenty (120) calendar days if the Company decides to extend, shall be considered a new employee for the application of seniority.
- c)** Notwithstanding the above, an employee who obtains a temporary position excluded from the bargaining unit shall maintain his seniority for a maximum period of one (1) year. This period may be prolonged through a mutual agreement. During the first ninety (90) calendar days, the employee will be covered by the group insurances of the bargaining unit and the Company will continue to pay the contributions as defined by Article 21. During this period, the

employee continues to pay the normal union dues but no other provisions of the collective agreement apply.

- d) Notwithstanding the above, when a vacancy is filled for a temporary promotion as a result of the creation or addition of a temporary position with a fixed duration excluded from the bargaining unit, the employee shall maintain his seniority for a maximum period of one hundred and twenty (120) calendar days. This period may be extended through mutual agreement. For a maximum duration of ninety (90) calendar days, the employee will continue to be covered by the collective insurance for the bargaining unit and the Company will continue to pay the premiums as outlined by Article 21. During this period, the employee continues to pay the normal union dues but no other provisions of the collective agreement apply.

- 2.05 a) No employee shall be laid off as a consequence of awarding a subcontract.
- b) A person excluded from the bargaining unit will not displace or oust a member of the bargaining unit. This person will be considered a new employee for seniority purposes as per the collective agreement.
- c) An employee that is a member of a Certification Order of the Company represented by United Steelworkers, Local TC 1976 can present to the Company a written request to transfer. The employee who obtains a transfer to one of the airports in Quebec where the Company provides its services will maintain his continuous service, advantages and benefits, as per the collective agreement applicable to his new work location. The employee will be considered a new hire for seniority purposes.

2.06 During the life of this Collective Agreement, the Company agrees not to lock out employees and the Union and its officers agree that there shall be no strike, picketing or work slowdown intended to restrict service or any other concerted action that may result in a reduction or obstruction of work or service.

2.07 It is understood that disciplinary action may be applied to any employee who takes part in or induces other employees to take part in any such strike, service slowdown, picketing or any other concerted action that may result in a work stoppage or reduction.

2.08 For the life of this Collective Agreement the Union undertakes that neither it nor its officers shall authorize, encourage or participate in any work stoppage, strike or picketing directed against the Company or in any service slowdown.

2.09 A person excluded from the bargaining unit may not perform the duties of one of the positions covered by this collective agreement and the Certification Order, except to assist one of these positions in emergency situations or with a mutual agreement for the purpose of training, provided the employees in training are not

scheduled to cover the inherent operation requirement of the airport covered by the Certification Order.

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

**3.01**           For the purpose of applying this Collective Agreement, the following expressions shall mean:

- a)    “Probationary Employee”: Refers to any new employee who has not completed a probationary period of one hundred and twenty (120) calendar days, starting from his first day of work.
- b)    “Trial Employee”: Refers to an employee who, following his integration into a new classification, has not completed the probationary period of sixty (60) calendar days. This probationary period may be prolonged by the Company to a maximum of thirty (30) additional calendar days.
- c)    “Full-Time Employee”: Refers to the status of an employee who has completed his probationary period and who is scheduled to work twenty-five (25) hours per week, or more.
- d)    “Part-Time Employee”: Refers to the status of an employee who has completed his probationary period and who is scheduled to work less than twenty-five (25) hours per week.
- e)    “Casual Employee”: Refers to the status of an employee who is schedule to work available hours that full-time employees and part-time employees are unable to work. Casual employees must be available at least one day during the weekend and they must respect their availability.
- f)    “Screening Officer (SO)”: Refers a person designated by Transport Canada and certified by CATSA to accomplish the pre-board screening of passengers, their personal belongings and their luggage. Notably, they perform the following duties:
  - 1.     Manual search of passengers;
  - 2.     Manual search of carry-on handbags;
  - 3.     Manual search of checked baggage;
  - 4.     Use of a hand-held metal detector;
  - 5.     Use of walk-through metal detector;
  - 6.     Use of x-ray inspection device for carry-on handbags;
  - 7.     Use of x-ray inspection device for checked baggage;
  - 8.     Use of detection equipment for vapour/traces of explosive;
  - 9.     Use of detection equipment for vapour/traces of explosive in carry-on handbags;

10. Use of detection equipment for vapour/traces of explosive in checked baggage;
  11. Use of explosive detection equipment for checked baggage;
  12. Information to passengers;
  13. Pass Control;
  14. Pick-up and removal of lost and found objects;
  15. Use of x-ray mail inspection device;
  16. Use of any other inspection system;
  17. Screening of vehicles at NPS-V; and
  18. Any other tasks stipulated by CATSA.
- g)** “Security Checkpoint Coordinator (SCC)”: Refers to the employee who can perform the tasks of a Screening Officer in addition to the following tasks:
1. Coaches Screening Officers;
  2. Fill out reports;
  3. Lend assistance to Screening Officers;
  4. Refer difficult situations that are out of one’s control;
  5. Perform all other tasks proper to Security Checkpoint Coordinators, as specified by CATSA.
- h)** Security Checkpoint Trainer (SCT)”: Refers to the employee who can perform the tasks of a Screening Officer in addition to the following tasks:
1. Ensure that the training requirements established by CATSA are respected;
  2. Manage employees with regards to the standards established by the SOP or the Company for the purpose of training;
  3. Plan and organise the training and examination of employees.
- i)** “Pre-certification Officer (PCO)”: Refers to the employee who is waiting for his training to become a pre-board screening officer and who has received the authorisation to work certain position from the Company and CATSA.
- j)** “Work shift”: The work shift is a period of a maximum of eight (8), nine (9) or ten (10) hours, without consideration for meal interruption, during which time the employee provides the services required by the Company.
- k)** “Spouse”: person of different or same sex
- Who are legally married and live together;
  - Who live together in a marital situation and who are parents of a same child;
  - Who live in a marital situation since at least one (1) year.
- l)** ”Grievance”: Any disagreement related to the interpretation or application of the collective agreement.

- m) “Work Location”: Refers to the site where the employee performs his usual function or any other place where the employee must go when requested by the Company to work or to receive training and testing.
- n) “Site”: Refers to all airports covered by the Certification Order which are distinct locations for the purpose of applying and interpreting the Collective Agreement, except when specifically mentioned in the Collective Agreement.
- o) “Technological Changes”: Refers to the adoption of equipment or hardware differing in nature or mode of operation from that used previously and representing a change in the Company’s operations directly linked to this adoption.
- p) “Mutual Agreement”: Refers to a written agreement between the President of the Union Local or his authorised representative and an authorised representative of the Company. The Company will provide the Union with a written confirmation of the representative authorised to conclude a Mutual Agreement.
- q) “Local Agreement”: Refers to a written agreement between the Unit President or his authorised representative and an authorised representative of the Company. The Company will provide the Union with a written confirmation of the representative authorised to conclude a Local Agreement.
- r) “Emergency” An emergency is provoked by an event that is unusual or exception in nature and that is out of the control of operations. This situation necessitates immediate action without delay to avoid certain consequences.
  - 1. Security breach;
  - 2. Flight delays out of control;
  - 3. Equipment or electricity failures;
  - 4. Fire;
  - 5. Plane crash;
  - 6. Closing of an airport;
  - 7. Bomb alert;
  - 8. Alert warning;
  - 9. Presence dignitaries;
  - 10. Climate alerts (plane);
  - 11. Unusual delays caused by extraordinary situations on the road or with the weather.

\* This is not an exhaustive list; certain emergencies can be added by the parties through mutual agreement.

- s) “Pay Period”: Refers to a period of two (2) weeks, starting at 00:01 Friday and shall be maintained for the duration of this agreement, except if a mutual agreement intervenes.

- t) “Position”: Refers to the group of tasks performed by a person within the frame of functions determined by the Company and the schedule associated to this function.
- u) “Vacant Position”: Refers to a position and the schedule associate to it that is determined by the Company as being unoccupied within a classification.
- v) “Variable Schedule”: Refers to a schedule of two (2) or more fixed consecutive days off and no fixed hours.
- w) “Temporary Position”: Refers to a position that has been newly created within a classification and status that will be occupied pour a maximum period of **one** hundred and twenty (120) days, which can be prolonged through mutual agreement.
- x) “Classification”: Refers to the following terms: Security Checkpoint Trainer (SCT), Security Checkpoint Coordinator (SCC), Screening Officer (SO), and Pre-certification Officers (PCO).
- y) “Status”: Refers to an employee detaining a schedule that is either full-time, part-time or casual.
- z) “Canadian Air Transport Security Authority (CATSA)”: Canadian crown mandatory as defined by the *Canadian Air Transport Authority Act*.

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

**4.01** The Company maintains the free exercise of all his rights except where this Collective Agreement contains an express provision to the contrary.

**4.02** Without restricting the generality of the preceding Article, the Union particularly recognizes that the Company has the right to:

- a) Maintain the order, discipline and efficiency of employees;
- b) Hire, classify, transfer, promote, dismiss, lay off, suspend or discharge employees for just and sufficient cause;
- c) Put into force security and disciplinary regulations as described in the Company’s regulations book, subject to the grievance and arbitration procedure;
- d) Impose disciplinary sanctions and judge the skills, knowledge, effectiveness and abilities of the employees according to the Company’s regulations book, subject to the grievance and arbitration procedure;

- e) Without restricting the generality of the preceding, manage his business, determine the type of operation, administration methods, work schedule and decide on the expansion, limitation or cessation of operations.

**4.03** When the Company needs to fill a Security Service Manager (SSM) position, it shall post the position to allow members to bid. The Company chooses the candidate, posts the nomination at the workplace and provides a copy to the Union.

**4.04** When the Company requests an employee to sign a Security Notice or an Operational Bulletin to certify that he has taken notice, no addition shall be made without the employee being informed. A copy of the Security Notice or Operational Bulletin will remain accessible, upon request, to the employee who has signed the Operational Bulletin, accompanied by a union representative who is certified by CATSA.

## **ARTICLE 5 UNION DUES**

**5.01** All newly hired employees, rehired employees or recalled employees are obliged to pay union dues, adherence fees and other deductions set out by the Union Constitution.

**5.02** The Company deducts from the salary of its employees the required union dues, fees and other deductions every two weeks, as per the Union Constitution.

The Union will transmit to the Company a written confirmation of the union dues, fees and other deductions.

**5.03** As per the Union directives, the Company shall remit by cheque the deducted amounts before the fifteenth (15<sup>th</sup>) day of each month following the deduction. The deductions must be sent to TC Local 1976 USW, 2360 av. De La Salle, bureau 202, Montreal, Quebec, H1V 2L1. The union dues deducted from wages, accompanied by individual statements of dues, must be remitted by the Company to designated Union authority within forty (40) calendar days of the pay from which the union dues were deducted.

**5.04** The monthly amount must be accompanied by a report indicating the name of each employee from who an amount has been deducted in addition to the total amount of each deduction related to union dues deducted throughout the month. This report of dues must also indicate the names of employees from who no dues were deducted and the reasons for this situation, as well as any form required by the international Union.

**5.05** The Union agrees to indemnify the Company against any claim, suit or liability resulting from the deductions prescribed above.

**5.06** The Company agrees to record all deductions either subject to taxation or providing tax credits for each employee on the employee's Form RL-1 and T-4 Slips.

## **ARTICLE 6 HUMAN RIGHTS**

**6.01** The Company and the Union agree that there shall be no discrimination or harassment, interference, restriction or coercion allowed at the workplace towards any employee based on race, nationality, ethnic origin, colour, religion, age, sex, marital or familial status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment constitutes a conduct based on the above-mentioned grounds, which tend to offend, humiliate or represent a form of discrimination. Harassment will be considered to have taken place if it is reasonably demonstrated that the conduct was importunate or inappropriate at the workplace.

Harassment may take many forms including: threat, intimidation, verbal abuse, unwanted remarks, innuendoes, offensive or inappropriate material, hate literature or offensive jokes.

“Psychological harassment” is a vexatious behaviour in the form of repeated conduct, verbal comments, actions or gestures, that are hostile or undesirable, that affect the employee's dignity or psychological or physical integrity and that make the work environment harmful for the employee.

Sexual harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

Sexual harassment may include but is not limited to: suggestive remarks, jokes, innuendos or taunting in a sexual context; unwarranted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding age or sexual orientation, or directed towards members of one sex or one's sexual orientation; sexual assault.

The parties recognise that this provision also applies to situations of psychological harassment in addition to harassment based on the motives listed above.

The Company and the Union recognize that harassment or sexual harassment is unacceptable behaviour and will not be tolerated at the workplace. The Company

has a Discrimination and Harassment Policy. Employees with questions may contact the department of Human Resources.

**6.02** An alleged violation of this Article must be presented directly at the second step of the grievance procedure.

## **ARTICLE 7 UNION REPRESENTATIVES**

**7.01** The authorized representatives, stewards and officials of the Union shall be recognized by the Company as the employee's official representatives with the Company's representatives and they may, with advance written notice of at least one week to the Director of Service Delivery, visit the employees in the place of employment for Union-related matters and with confirmation of the supervisory officer on duty.

**7.02** Every three (3) months, that is on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>, the Union shall send to the Company a list of authorised representatives, stewards and officers, along with their contact information. Moreover, the Union shall notify the Company of any change to this list between brought between the above-mentioned dates. The Company need not recognize the authorized union representatives, stewards and officers unless this procedure has been followed.

**7.03** Leaves of absence without pay shall be granted by the Company to Union stewards or to employees to attend the Union's meetings and conferences under the following express conditions:

- a) That the Union has made a written request to this effect stating the names of the Union stewards for whom the leave is requested together with the date, duration and reason for the leave;
- b) That such request has been made at least ten (10) calendar days in advance;
- c) That there are no more than three (3) concurrent absences, to a maximum of one (1) employee per airport.

**7.04** In the case of a grievance, a steward may, during working hours and without loss of salary, submit a grievance according to the grievance procedure provided for herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.

**7.05** An employee who is on leave under Article 7 shall continue to accrue his seniority during his absence.

**7.06** a) An employee released for union leave shall be paid by the Company for his days of work at the hourly rate he would have received had he worked. In exchange,

the Company will bill the Union monthly for the wages paid to the employee. The Union, upon reception of the bill, will reimburse the totality of the amount due within thirty (30) days.

- b)** The Company, upon receiving a prior notice of ten (10) days, shall release employees whose presence is required for an arbitration and shall release a maximum of three (3) employees to assist negotiations for the renewal of the Collective Agreement.
  - c)** During negotiations of the Collective Agreement with the Company, all wages and advantages will be remitted to employees as if they were still at work. These hours will be billed as per paragraph a).
  - d)** Days off used during negotiation could be displaced at the employee's choice without loss of wages and advantages and, if possible, within the same pay period.
- 7.07**
- a)** Upon advanced written notice of fifteen (15) calendar days, the Company releases two (2) employees at a time from the Certification Unit for union functions. This employee continues to accumulate seniority during his absence and may return to his employment or an equivalent employment upon advanced written notice of thirty (30) calendar days.
  - b)** The Union's local representatives will be released for the hours necessary to complete union business, provided operation requirements permit it. These hours of union leave will be paid with wage and benefits. The Company bears the cost of these hours to a maximum of eight (8) hours per week. The rest of the hours will be billed to the Union as per Article 7.06 (a).
  - c)** The Company will grant eight (8) hours of union leave for every six (6) months, at the Company's cost, for every member of the executive, to a maximum of two (2) members.
  - d)** Employees, elected or named for a full-time union position, where they are called to represent the employee member of the TC Local 1976 USW that are covered by this Collective agreement, will maintain their seniority rights and will continue to accumulate it while they occupy this position. When this employee returns to the service of the Company, he must return to the seniority list and position to which he belonged when his leave without pay was granted, unless this position has been abolished or unless it is now occupied by an employee with more seniority. In this case, the employee may use his seniority to bump and employee with less seniority.
  - e)** The hours are considered for the pay progression and other advantages related to cumulated hours of work.

**7.08** The Company grants a period of thirty (30) minutes to a union representative to speak with new employees during their initial training.

**ARTICLE 8 GRIEVANCE PROCEDURES**

**8.01** The Company commits to meet, with prior notice, the stewards and union officials to discuss and resolve all current and potential grievances related to the interpretation and/or application of the Collective agreement.

**8.02** Any dispute concerning the meaning, interpretation or alleged violation of this Agreement is subject to the following rules of procedure:

Step 1: Presentation to the Security Service Manager (SSM)

The aggrieved employee and/or the Union representative shall present the grievance in writing to the SSM within twenty-eight (28) calendar days following the cause of the grievance or the knowledge, real or deemed or the incident. This time limit of twenty-eight (28) calendar days is also applicable to grievances that are initiated directly at Step 2. The SSM will render a decision in writing within twenty-eight (28) calendar days following receipt of the grievance. During that period of time, a meeting may take place between the grievor, the Union representative and the SSM to discuss the grievance.

Step 2: Presentation to the Director, Service Delivery (DSD)

If the grievance is not settled at Step 1, the President of the Local Union may appeal the decision in writing, giving the reasons for the appeal, to the DSD or the person designated by the Company, within forty-two (42) calendar days following receipt of the decision rendered in Step 1. The DSD or the person designated by the Company will render a decision in writing, giving reasons for the decision, within forty-two (42) calendar days following receipt of the appeal.

Step 3: Referral to arbitration

If the grievance is not settled at Step 2, it may then be referred by either party to arbitration for final and binding settlement without stoppage of work. The party requesting arbitration must notify the other party in writing within forty-two (42) calendar days following receipt of the decision in Step 2, or the due date of such decision if not received.

**8.03** “Group Grievance”: When several employees have a written or verbal complaint of the same nature, this complaint may be raised by a joint written document from the Union to simplify the procedure and avoid repetitions. This Article shall not apply in disciplinary cases unless there is mutual agreement between the parties. Group grievance starts at Step 2.

**8.04** When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the

Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the last date such decision was due, except as otherwise provided in Article 8.05.

- 8.05** When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.
- 8.06** The time limits specified herein are fixed and may be extended with a written agreement between the parties.
- 8.07** Settlement of a grievance shall not involve retroactive pay beyond sixty (60) calendar days prior to the date that such grievance was first submitted in writing.
- 8.08** While a grievance is being considered and before a final decision is made, work will not be stopped by the Company or by the employees.
- 8.09** Grievances not docketed for arbitration by either party within two (2) years from the date of filing of the grievance at Step 1 will be considered as dropped.
- 8.10** A technical error in the written presentation of a grievance does not automatically result in nullification of this grievance.
- 8.11** The grievance procedure may be utilised by the Company for all questions relating to the interpretation, application or alleged violation of this Collective Agreement. In the event this grievance procedure is used by the Company, the parties will be held to the delays stipulated at Article 8.02.

## **ARTICLE 9 ARBITRATION**

- 9.01** The parties agree that the grievance shall be submitted to a single arbitrator from among the following persons:

Me Louise Viau  
Me Jean-Guy Clément  
Me Joëlle L'Heureux  
Me Jacques Larivière  
Me Marcel Morin  
Me Martin Racine

Grievances shall be referred to the arbitrators on a rotational basis. If an arbitrator is unable to grant a hearing date within ninety (90) calendar days of the

request made to him, the grievance shall be referred to the next arbitrator on the list.

When a grievance is submitted to an arbitrator, the Union shall notify the Company of the name of the arbitrator to whom the grievance has been referred. If the Company discovers that the rotation is not being followed, it must so notify the Union within fifteen (15) calendar days of receipt of the aforesaid 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 aforesaid arbitrators is available within the ninety (90) calendar day time period mentioned above, the parties shall endeavour to agree on the choice of a new arbitrator. Failing agreement, either of the parties may ask the Minister of Labour to appoint an arbitrator.

**9.02** “Arbitrator’s Power”: The arbitrator has no jurisdiction to change, modify or deviate from any clause in this agreement or to substitute any new clause; he must deal only with the specific issues as submitted to him.

**9.03** In all disciplinary cases, the arbitrator may confirm, modify or reverse the Company’s decision; it may, if applicable, substitute a decision that it considers fair and reasonable after having taken all circumstances of the case into consideration.

**9.04** “Arbitration Expenses”: Each party shall assume its own expenses for any grievance referred to arbitration. The expenses incurred by the arbitrator shall be shared equally by the two (2) parties.

**9.05** The time limits mentioned in the present Article may be extended with a written agreement between the parties.

**9.06** Informal and expedited arbitration

Notwithstanding the terms established in the aforementioned regular arbitration procedure, to present a case, the parties may, as mutually agreed, submit a grievance to be reviewed in an informal hearing and that grievance will then be deemed an expedited and informal case.

Both parties have until the beginning of the proceedings to withdraw.

Unless otherwise agreed upon by both parties, the expedited and informal cases will not require any preliminary documentation, except for a joint statement of the facts, or by only one party (agreed upon), to be remitted to the arbitrator prior to the hearing.

The parties must verbally explain their positions at the hearing. Written documents are not necessary in expedited and informal cases. The parties can

submit their documents, files or other elements of proof as they wish to do, provided they are within the admissibility rules of the *Canada Labour Code* and the skills and discretionary powers of the arbitrator.

There will be no precedents arising from an arbitrator's decision that could be used in future cases. Unless required by *Canada Labour Code*, decisions rendered in the expedited process shall not be quoted in presenting another case nor spoken about unless to the parties. The written motives shall only be given to the different parties of said grievance.

If, at any given time during the presentation of an expedited and informal cases, and after consulting with the parties, the arbitrator realizes that the issue before him is better suited for regular procedures instead of this process, he can return the matter to the parties for it to follow the regular course of the grievance procedure as described in the Collective Agreement.

The files handle through the expedited process will be kept for legal ends but will not be numbered. Numbering of those files will only be established for administrative purpose and not be an integral part of the written decisions sent to the parties. The number of expedited cases treated annually will be added to the total number of cases treated each year.

Notwithstanding the previous paragraph, the parties can, if mutually agreed and within the process of the expedited and informal hearing, ask for mediation. The arbitrator can, at his convenience, propose his mediation in a dispute, and that, before the expedited and information hearing begins. When filing a case for arbitration, both parties need to advise the arbitrator of their intention to ask for mediation within the expedited and informal hearing process.

## **ARTICLE 10 HEALTH AND SAFETY**

- 10.01** The Company shall take the required steps to ensure the safety and protect the health of the employees.
- 10.02** The Company agrees to cooperate with the Union to promote the employees' education with respect to safety, accident prevention and health.
- 10.03** The Company and the Union agree to cooperate to ensure observance of Part II of the *Canada Labour Code* concerning hygiene and security at the workplace as well as the regulations that may be issued by the Company to ensure safe and working conditions.
- 10.04** The Company shall provide the required means of protection, as determined in conjunction with the Union. The employee must use all means of protection provided by the Company and those recommended by the Health and Safety

Committee, as per federal regulation concerning health and safety as per Article 125, Part II of the *Canada Labour Code*.

- 10.05**
- a) An employee victim of an industrial accident shall receive his total wages for the day of the accident. This employee shall be transported to a doctor's office or a hospital at the Company's expense when necessary.
  - b) When an employee is required by the Company to accompany this other employee, all cost incurred including hours lost will be reimbursed with the payment of the same pay period.

- 10.06**
- a) If the employee who is the victim of a work related accident becomes incapable of performing his job because of his injury, the Company shall pay him ninety per cent (90%) of his net wages for each day or part thereof which the employee would normally have worked had he not become disabled, and this for fourteen (14) complete calendar days following the beginning of this disability, in accordance with the *Act Respecting Industrial Accidents and Occupational Diseases*.
  - b) When the employee returns to work after a work-related accident and must be absent for medical care related to the initial event, including visits to his doctor or to the hospital, the Company shall pay the employee for the hours missed. This shall not affect the hours accrued in his sick leave bank.

However, it is not the purpose of the provisions of this clause to make the Company pay over and above any time reimbursed by the CSST.

- 10.07**
- a) In accordance with the *Act Respecting Industrial Accidents and Occupational Diseases* the Company shall assist the injured employee in completing the CSST Accident Notification form. The employee shall have seventy-two (72) hours to verify the information on the form with the Union before signing it. A signed copy shall be given to the Union.
  - b) Upon returning to work, the employee shall resume his job if it still exists, or another job consistent with his seniority rights.
  - c) When an employee is on leave due to work related accident or an occupational disease before or during his scheduled annual vacation, he can, if he so desires, choose another time for his annual vacation amongst the dates remaining available after the first selection, once he has returned to work.
  - d) The employee that is the victim of a workplace accident will be entitled to the compensation set out by the law.

**10.08**      X-Ray Device

There will be rotation amongst qualified employees of the team working on this machine as per standards established by Transport Canada.

**10.09** The Company reimburses the expenses for vaccination for the flu and for hepatitis upon presentation of the original receipt. The Company is not responsible for side effects caused by this vaccine.

**10.10** The Company agrees to provide, at each location, a room with sufficient space for employees to keep personal belongings (with half rack for two people, outside of the search area). Space (for men and women) will be provided for employees to change. The Company will not be liable for thefts and losses.

**10.11 a)** The Company recognizes the presence of a joint Health and Safety Committee. This committee will be composed of a maximum of six (6) people, two (2) of which shall be employees from the Quebec airport, one employee from a regional airport and a maximum of three (3) representatives of the Company.

The purpose of this committee is to meet nine (9) times a year, as defined by Part II of the *Canada Labour Code*, to discuss various problems related to health and safety and to assist the employees. During these meeting, the unionized members will be remunerated as if they were working.

**b)** The Company shall release, at its own cost, the members of the Health and Safety Committee for two (2) hours, so that they may prepare for the joint committee meetings.

**c)** If the preparatory meeting for the joint committee takes place on an employee's day off, he shall be paid compensation equal to two (2) hours of work for the travel or the displacement of his day off to a date determined by himself and the Company.

**10.12** Safety Equipment

*Anti-fatigue mats*

The Company provides anti-fatigue mats to employees working at the x-ray device in a static position.

*Nitrile gloves*

At all times and at each search point, the Company provides nitrile gloves of any size and in sufficient quantity. These gloves are used for the search of passenger and baggage.

*Antibacterial cream*

Search points are equipped with anti-bacterial cream that employees may use when required.

*First Aid Kit*

The Company provides and maintains first Aid kits at search points for personal use.

## ARTICLE 11 SENIORITY

### 11.01 a) General seniority

General seniority is an employee's length of continuous service in the employment of the Company. General seniority is acquired after completion of the probationary period, retroactively to the first (1<sup>st</sup>) day of work.

\* Note: Notwithstanding the above, the seniority date of all employees is the one indicated on the seniority lists found in Annex B of this Agreement.

### b) Probationary period

Seniority of all new employees will be recognised as of his first day of work provided he completes one hundred and twenty (120) calendar days. This probationary period can be extended by mutual agreement and is automatically extended by all absences of one (1) week or longer in duration.

During this probationary period, the employee benefits from all the Collective Agreement except for the grievance procedure if the Company terminates the employee.

For Pre-certification Agents, the Company must benefit from a probationary period of at least thirty (30) calendar days once the employee has completed his on the job training (OJT).

### c) Trial period for promotions

The trial period following the integration of an employee into a new classification is of sixty (60) calendar days. This period may be prolonged by the Company for an additional thirty (30) calendar days. In the event the Company prolongs the trial period of an employee, the Union must be advised in writing. Subsequently, the trial period can only be extended by mutual agreement. At any given time during the trial period, the employee can reintegrate his previous position.

**Note:** All authorised leaves of fourteen (14) calendar days or more are not considered in the calculation of the trial period.

**11.02** In the event that many employees would start working on the same day, a draw will be held in the presence of all employees concerned and a steward to determine the seniority rank.

**11.03** "Loss of Seniority": Seniority and employment is lost for the following reasons:

a) Resignation;

- b) Discharge with just cause;
- c) Absence from work for two (2) or more consecutive working days without notice or without an excuse considered reasonable by the Company;
- d) Failure to return to work within seven (7) calendar days following a recall sent to the employee in writing to the last address known to the Company;
- e) Refusal to accept a recall to the same status and classification occupied before the layoff;
- f) Absence for reason of illness or accident, other than work related accident, exceeding twenty-four (24) calendar months;
- g) A lay-off exceeding eighteen (18) calendar months;
- h) A lay-off exceeding thirty (30) calendar months in the event of definitive cessation of pre-board screening at the airport where the employee performed his job at the moment of the cessation.

**11.04 a)** “List of Employees”: The List of Employees will contain the most recent following information held by the Company, listed in alphabetical order of name and surname:

- Personal contact information, including complete address, telephone numbers (including regional code);
- Status;
- Certifications.

This list shall be generated by the Company and communicated to the Union by email during the months of November and May each year.

**b)** The Company will post and transmit electronically to the Union, every three (3) months, that is February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup>, and November 1<sup>st</sup>, a list of its employees indicating their hire date by seniority rank.

1. Employee number;
2. Name and Surname;
3. Seniority rank;
4. Status date;
5. Sex (M/F);
6. Hiring date;
7. Certifications;
8. Classifications;
9. Language(s) spoken.

The Company informs the Union of any new employees and of those who have left the Company.

**11.05** The seniority list may be corrected at any time upon written request from an employee to the Company and the Union. If the Company and the Union agree to amend the seniority list or if the list is modified by arbitrational decision,

correction takes effect on the date of the agreement or arbitrational decision and the Company will not incur any financial burden as a result of this correction.

**11.06 a)** For the purpose of applying seniority rights, employees shall be grouped into three (3) classifications:

1. Security Checkpoint Coordinators;
2. Security Checkpoint Trainers;
3. Screening Officers.

These classifications can be further divided into three (3) statuses:

1. Full-time employees;
2. Part-time employees;
3. Casual employees.

**b)** A change in status will only happen twice a year, at the time of schedule changes, unless there is a local agreement.

**11.07** The Company will proceed the following way to award a promotion or fill a vacant position or fill a newly created position:

**a)** The Company posts for seven (7) calendar days a notice identifying the position to be filled with the following information:

1. Classification;
2. Duration of the position (permanent or temporary);
3. Schedule – day, evening or night (if applicable);
4. Pertinent requirements for the position;
5. Hourly wage;
6. Status;
7. Start and end date.\*

\*Note: The start and end date are required for assignments with a determined duration.

**b)** Employees can, during this period, hand in their candidacy in writing to the Company.

**c)** The Company will consider all the candidates, taking into consideration the following factors:

1. Qualifications;
2. Competence.

When two employees have relatively even qualifications and competences, seniority will prevail.

- d) The Company has fourteen (14) calendar days from the end of the posting to select a candidate. The Company will then post the name and seniority of the chosen employee and remit a copy of this notice to the Union.
  - e) When a permanent promotion has been allotted during an employee's leave from work, he will have upon his return a fourteen (14) calendar day delay to communicate to Company his interest in applying for the position allotted during his leave to a more junior employee. The Company will reattribute the position in accordance to article 11.07 c) and d). If an employee is displaced, he will return to his initial position or a similar position if it no longer exists.
- 11.08** a) "Lay-off": In all cases of lay-offs, the employee with the least seniority in the affected group of employees shall be the first laid off, provided that the employees remaining on the job are able to accomplish the work of the affected job classification in a normal manner. Any full-time employee laid off has a priority of employment over any part-time employee, probationary employee or casual employee.
- The most senior employee on laid off status will have the opportunity to have the training necessary to exercise its right to move to a position held by an employee with less seniority than he. This training will be given as soon as possible and when the employee has had his training, he may at that time, exercise his right to bump.
- b) In the event of the temporary cessation of pre-board screening operations, the Company agrees to convene the Union to consider the possibility of transferring the most senior employees to another work location.
  - c) In the event of a permanent cessation of pre-board screening operations at one of the airports covered by the same accreditation certificate, the Company agrees to convene the Union to transfer full-time and part-time employees to the other work location while maintaining their general seniority and benefits.
  - d) When a termination under Article 11.12 arises, the Company will provide notice to the Union.
- 11.09** Baring any circumstances out of its control, the Company will provide employees who will be subject to a lay-off advanced written notice of at least seven (7) days prior to the date of the lay-off. The Company does not have the obligation to provide such advanced notice to casual, trial or probationary employees.
- 11.10** "Recall": In all cases of recall to work, the Company recalls the employee with the most seniority among those laid off, it being agreed that full-time employees have priority of employment over part-time employees, probationary employees and casual employees, provided they are qualified to perform the task. It is the

same for part-time employees and the training provided through Article 11.08 a), second paragraph.

Should the Company have difficulties quickly reaching the employee, it will send a written notice to his last known address.

- 11.11** It is the employee's responsibility to inform the Company and the Union of his social insurance number, current bank account number, in addition to his exact contact information. The employee must also communicate any change to his address or telephone number in the briefest delay.
- 11.12 a)** In the event a position is abolished, the Company subject to a collective agreement who renders an employee superfluous and able to bump a more junior employee is obliged to:
1. Either give the Union and the employee a written notice of termination at least two (2) weeks in advance and post the notice in a visible area of the work location;
  2. Or pay in lieu of notice a compensation equal to two (2) weeks' pay at the regular rate for the number of normal working hours.
- b)** In addition, if the terminated employee has worked without interruption for at least twelve (12) months, the Company is obliged to pay this employee the most advantageous of the following:
1. two (2) days of salary, at the regular wage rate and for the normal number hour hours worked, for every year of service;
  2. five (5) days of salary, at the regular wage rate and for the normal number of hours for the employee.
- 11.13** Upon the expiration of his work contract, an employee may demand that the Company issue him a work certificate stating exclusively the nature and duration of his employment, the beginning and termination of his duties and the Company's name and address. The certificate shall not mention the quality of the work or the employee's behaviour.
- 11.14** If the Company needs full-time employees, it will first ask for interest amongst the full-time employees who have been laid off, followed the working part-time employees, followed by casual employees, before looking outside the membership. The Company can consult the Union who will provide a list of available employees.
- 11.15 a)** Full-time employees who work less than forty (40) hours per week and who apply by completing an availability sheet have priority over part-time employees and casual employees and must abide by their availability.

- b) All employees who so wish can complete the availability sheet to obtain hours of work in addition to their regular schedules. The Union can, upon request, obtain a copy of the employee's availability sheet. A copy of his availabilities will be remitted to an employee if he has requested it.
- c) The Company agrees not to modify the text of the availability sheet without the Union consent.

## **ARTICLE 12 WAGES**

**12.01** No later than Thursday at 12:00 noon, wages shall be paid to the employee by direct deposit at a financial institution of his choice.

**12.02** The salary is paid every second (2<sup>nd</sup>) Thursday.

The salary may also be remitted to a third party upon written request by the employee.

**12.03** If the usual day of payment of wages falls on a holiday referred to in Article 15 hereof, the salary is paid to the employee on the business day preceding that day.

**12.04** The Company shall remit to the employee, together with his wages, a pay sheet containing sufficient information to enable the employee to verify the computation of his wages. This pay sheet shall include, in particular, the following information:

- 1) the name of the Company;
- 2) the surname and given name of the employee;
- 3) the date of the payment and the work period corresponding to the payment;
- 4) the number of hours paid at the rate applicable during the hours of a standard work week;
- 5) the number of hours of overtime paid with the applicable premium;
- 6) the nature and amount of the premiums, allowances or benefits that are being paid;
- 7) the wage rate;
- 8) the amount of the gross wages;
- 9) the nature and amount of the deductions;
- 10) the amount of the net wages paid to the employee;
- 11) the accumulated vacation time;
- 12) the accumulated sick leave;
- 13) the statutory holidays paid with applicable premium;
- 14) the accumulated RRSP;
- 15) the level and work step;
- 16) the total of hours for step purposes;
- 17) pension funds;
- 18) COLA\*;

19) VRSC\*.

\* If applicable

For unused sick days payable, vacation, bonus, transitional payments, allowances or other lump sum payments, the Company prepares a separate check or deposit from the regular pay of employees.

**12.05** For the life of the agreement, the Company shall pay the wages provided for in Annex A.

**12.06** The Company may not make deductions from wages unless he is required by law, by court order, a collective agreement or if authorized in writing by the employee.

The employee may revoke this authorization at any time, except when it pertains to membership in a group insurance plan or a supplemental pension plan within the meaning of the *Act respecting supplemental pension plans* (RSQ, chapter R-17). The Company pays the recipient the amounts thus withheld.

**12.07** Except for the application of seniority, an employee transferred to another job, at the request of the Company, shall be paid at the highest rate of his regular job or the new task to which it is affected.

**12.08 a)** If the Company commits a payroll error worth one hundred and twenty-five dollars (\$125) or more, it must provide a net advance payment of sixty-five per cent (65%) of the total amount owed in three (3) business days following the employees request.

**b)** If the Company's payroll error is worth less than one hundred and twenty-five dollars (\$125), the amount owed will be paid out on the next pay.

**c)** If the Company does not respect its obligations as set out in paragraph a) of this article, the Company will pay the employee a minimal penalty of twenty-five dollars (25\$).

**12.09** If an employee is called to work out of his usual work location, his expenses for travel, meals and accommodation are reimbursed by the Company as per the applicable Company policy.

**12.10** "Work out of the work location of the employee": Employees called to work out of their usual work location will receive a premium of fifty cents (\$0.50) per hour plus expenses for meals, sleep accommodation and transport if necessary. When an employee uses his car to travel, a premium of fifty-one cents (\$0.51) per kilometer will be paid. Travel time will be remunerated as hours of work and are subject to the application of article 13.09.

## ARTICLE 13 HOURS OF WORK

- 13.01**
- a) For the purpose of computing overtime, the standard workweek shall consist of forty (40) hours distributed, if possible, over consecutive days. The workweek shall begin on Friday morning at 00:01.
  - b) Eight (8) or ten (10) consecutive hours of work constitutes a work shift.
  - c) However, during schedule selection or schedule modification, if seventy per cent (70%) of the employees wish and accept a modification of the work schedule as provided for by Article 170 of the *Canada Labour Code*, the Company can exceed eight (8) hours but cannot exceed twelve (12) hours per work day with a maximum amplitude of sixteen (16) hours to complete the normal work shift.

- 13.02**
- a) Work performed in excess of forty (40) hours per week shall be considered overtime and shall be compensated at one and a half (1½) times the standard wage rate.
  - b) Work performed in a continuous fashion immediately before or after the work shift of at least eight (8) or ten (10) hours is considered overtime and shall be compensated at one and a half (1½) times the standard wage rate.

For employees with shifts of less than eight (8) hours, the work performed in a continuous fashion in excess of eight (8) hours is considered overtime and shall be compensated at one and a half (1½) times the standard wage rate.

- c) Overtime shall be assigned by seniority, being first offered to qualified employees already present at the workplace provided that it is less than a full four (4) hour work shift. Next, if the Company is unable to fill its requirements, it shall communicate with the employees who's work shift starts the closest to the requirement, in seniority order. If the Company still cannot fill its requirement, employees on site will remain in position in reverse seniority order.
  - d) For work shifts of four (4) hours and more, the overtime is assigned by seniority first amongst the full-time employees, then by seniority amongst the part-time employees. At the beginning of each week, the Company restarts from the beginning of the seniority list, beginning with the most senior employee amongst the full-time, then by seniority amongst the part-time.
- 13.03**
- a) In establishing the working hours for part-time employees and full-time employees, the Company will consider the preferences of the concerned employees, while respecting general seniority. If an employee changes status, date of last change will apply.
  - b) A full-time employee cannot work more than six (6) consecutive days, whether included in the same week or not, otherwise it will be paid at one and a half (1½) times the standard wage rate from the seventh (7<sup>th</sup>) day.

When the employee chooses or requests a schedule change, there will be no overtime applicable to the number of consecutive working days, either in the same week or not.

- 13.04** a) The Company shall attempt, whenever possible, to free the Sunday for the full-time employees with the most seniority. However, as a priority, the Company will attempt to provide a Saturday and Sunday off to all full-time employees, at least one (1) weekend in three (3), to the extent possible.
  - b) Employees are entitled to a minimum of twelve (12) hours of rest between two (2) work shifts.
  - c) If it becomes necessary to change or to make a new schedule, the Company will take the initiative to meet with the Union to review staffing requirements and develop schedules in question within a reasonable time.
- 13.05** a) The employee is entitled to a meal period of thirty (30) minutes with pay for each work period of five (5) hours. It is understood that the meal period must be taken by the employee at a reasonable hour.

An employee whose schedule was planned or who has been called for a particular flight will have his meal period delayed when said flight is called and the passengers leave the airport.

The employee that must stay at his position for two (2) hours or more in excess of their regular shift shall receive a meal allocation of fifteen dollars (\$15).

The employee must have available a suitable place for lunch.

- b) Employees will receive a minimum rest period of fifteen (15) minutes per work shift.
  - c) In exceptional situations, if an employee cannot take his rest period because he has been asked to remain at his position for reasons out of his control, he will receive as compensation fifteen (15) minutes of salary at the regular rate.
- 13.06** An employee is deemed to be at work when he is available to the Company at the workplace and is required to wait to be given work.
- 13.07** In computing overtime, annual leave and paid legal holidays that fall on a day when the employee is normally scheduled to work are counted as days of work. The Company will not unduly change working hours.
- 13.08** The Company shall post in the workplace the work schedule, as well as any changes. Should a grievance relating to the work schedule of an employee arise,

the Company shall provide the Union, upon request, a copy of the work schedule for employees.

- 13.09** An employee who reports to the workplace at the express request of the Company, except for the choice of time or in the normal course of his employment, and which has no available work or is working less than four (4) consecutive hours is entitled to compensation equal to four (4) hours of wages actually paid, unless the increase for overtime gives it a higher amount.
- 13.10** An employee who reports to work on more than one occasion in a day, either in the normal course of his employment or at the express request of the Company, is entitled to at least four (4) hours paid for each occasion he goes to work.
- 13.11** The Company or his representative will allow shift exchanges and shift forfeits between two (2) employees, all subject to the following conditions:
- a) That the change is requested in writing on a form provided for that purpose by the Company and signed by the two (2) employees concerned at least three (3) days in advance;
  - b) That the two (2) work shifts are planned within the same fourteen (14) day pay period;
  - c) That the change does not cause to pay any overtime;
  - d) That the shift exchange or shift forfeit does not impede operations or prevent the employee from maintaining their certifications;
  - e) That any debit or credit in pay caused by any reason, for example, late payment or a holiday, be charged to the employee who actually does the work;
  - f) That it does not constitute a regular change to their work schedule;
  - g) That the sick leaves be granted to an employee who has agreed to work the shift in accordance with Article 16 of the Collective Agreement;
  - h) For shift forfeits, an employee can only accept one (1) work shift per week or the equivalent of ten (10) hours of work.
- 13.12**
- a) Notwithstanding Article 13.02 c), when a flight is late, the team in charge of closing the search point, either the morning team or the evening team, shall take over the lead until the end of the flight, whether there is overtime or not.
  - b) In the case of added flights or a surplus of passengers, the work shall be offered on a voluntary basis taking into consideration the seniority within the teams on

duty. If there are not enough volunteer employees, the least senior employees shall remain on the job.

- 13.13**
- a) When a technical or technological improvement is made, the Company, in concert with the Union, shall attempt to help the employee adapt to the new requirements of his work. Training costs shall be covered by the Company. Employees are paid for the time they spend in training with a minimum of four (4) hours if it is a day off, and they are considered to be at work. Training is given, as far as possible during normal working hours scheduled for the employee.
  - b) When it comes to making technological changes, the Company must seek with the Union, the means to minimize the adverse effects that may arise for employees.
  - c) Except in emergency situations, the Company must give to the Union a written notice of at least fifteen (15) days prior to the implementation of technological change that would significantly change the situation of employment or working conditions of employees.
  - d) The written notice referred to in paragraph c) provide the following information:
    - 1. The nature of technological change;
    - 2. The date or dates to which the Company proposes to effect the technological change;
    - 3. The location or locations involved;
    - 4. The approximate number and type of employees likely to be affected by technological change;
    - 5. The effect that technological change may have on the employment conditions of employees.

- 13.14**
- a) When an employee undergoes a training or recertification at the workplace, the hours dedicated to the training or recertification are considered hours of work and all written exams will be given in an adequate room that is closed off.
  - b) If an employee must go out of his work location for training or re-certification, travel costs and meal expenses will be reimbursed by the Company, as per the Company's applicable policy.

**13.15** All employees who will be working on EDX, depending on their choice of schedule, will be trained and certified, to the extent possible, by seniority. In addition, any re certification, training and any exam will be made without loss of pay.

The Company will pay in full the cost of training it requires from an employee.

**13.16** All new technical guidelines and procedures regarding the work of Screening Officers will be posted before being implemented.

**13.17** During daylight savings (fall or spring), employees will be remunerated for the hours actually worked, taking into consideration all provisions related to overtime.

#### **ARTICLE 14 ANNUAL LEAVE WITH PAY**

**14.01** The reference year is a period of twelve (12) consecutive months during which a work progressively acquires entitlement to an annual leave.

This period extends from May 1<sup>st</sup> of the current year to April 30<sup>th</sup> of the next year.

**14.02** All works covered by this agreement are entitled to annual leave with pay based on their gross earnings during the reference year, as provided for in Article 14.01.

- a) Qualification: Less than one (1) year of service.  
Leave: One (1) day of leave per month, to a maximum of ten (10) per year. The Company shall grant to any employee who so requests two (2) consecutive weeks of vacation without pay.  
Allowance: 6% of earnings.
- b) Qualification: One (1) year and fewer than three (3) years of continuous service.  
Leave: Two (2) consecutive weeks.  
Allowance: 6 % of earnings.
- c) Qualification: Two (2) years and fewer than four (4) years of continuous service.  
Leave: Three (3) weeks, two (2) of them being consecutive.  
Allowance: 6 % of earnings.
- d) Qualification: Four (4) years and fewer than seven (7) years of continuous service.  
Leave: Four (4) weeks, three (3) of them being consecutive.  
Allowance: 6 % of earnings.
- e) Qualification: Seven (7) years and fewer than twelve (12) years of continuous service.  
Leave: Four (4) weeks, three (3) of them being consecutive.  
Allowance: 8 % of earnings.
- f) Qualification: Twelve (12) years or more of continuous service.

Leave: Five (5) weeks, three (3) of them being consecutive.  
Allowance: 10 % of earnings.

- 14.03** Vacation pay will be paid out in continuation with the employee's regular pay.
- 14.04** Vacation may not be carried over from one year to the next.
- 14.05**
- a) Every three (3) months, that is on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>, the Company shall produce a vacation calendar per classification taking into consideration the minimum percentage. Employees shall choose their vacation dates on the basis of general seniority. Full-time employees choose before part-time employees. Part-time employees choose before casual employees.
  - b) The first selection of vacation for the year will take place between March 15<sup>th</sup> and April 15<sup>th</sup> and the second vacation selection will take place between September 15<sup>th</sup> and October 15<sup>th</sup>. Employees who wish to take their vacation during the first two weeks of May must advise the Company of their desire to do so at the latest on March 15<sup>th</sup> of the same year. The Company will allocate these weeks taking seniority and availabilities into consideration.
  - c) Vacation weeks that become available following the departure or leave of an employee can be reassigned, at the request of an employee, in the order of reception by the Company, provided operational requirements allow such reassignment.
- 14.06**
- a) An employee who suffers an illness or an accident may, if desired, choose another annual vacation period amongst the availabilities after the first selection, after his return to work. The Company will pay at this time the vacation pay.
  - b) If an employee is absent due to illness or accident, maternity leave or paternity leave during the reference year and such absence has the effect of reducing his annual vacation pay, he is then entitled to an indemnity which equals, as the case may be, the average weekly wage earned during the period worked, times the number of weeks due to the employee.
- 14.07**
- a) Annual leave may be divided into two (2), three (3) or four (4) periods of at least one week in duration, if the employee so requests.
  - b) Leave with a duration of one (1) week or less cannot be divided.
- 14.08** It is forbidden to the Company to replace the leave referred to in Article 14.02 by a compensatory indemnity for the first two weeks of annual vacation. The compensatory indemnity can be paid out following an agreement to this effect between the employee and the Company for the subsequent weeks to which the employee is entitled, as per Article 14.02.

**14.09** Following the death of an employee, his heir must receive the mandatory annual leave indemnity.

**14.10** An employee may trade a work shift as per Article 13 or offer a work shift to another full-time employee or part-time employee to gain a full weekend to be included in the holiday period.

It is the responsibility of the employee to find a replacement to complete the transfer.

**14.11** Employees entitled to at least three (3) weeks of vacation leave may elect to retain one (1) week of vacation which may be divided into a full day. Employees who wish to avail themselves of this article must notify the Company of their intention during the vacation selection period. Requests to use days off must be submitted to the Company in writing at least two (2) weeks in advance. The Company evaluates submitted applications and informs employees if they are authorized or not within one (1) week.

## **ARTICLE 15 STATUTORY HOLIDAYS**

**15.01 a)** For the purposes of applying this agreement, the following eleven (11) days are paid statutory holidays subject to the terms hereunder given:

- 1) New Year's Day;
- 2) Day after New Year;
- 3) Good Friday;
- 4) Victoria Day;
- 5) Fête Nationale du Québec;
- 6) Canada Day;
- 7) Labour Day;
- 8) Thanksgiving;
- 9) Remembrance Day;
- 10) Christmas;
- 11) Day after Christmas.

**b)** For the purpose of this Article, a holiday starts at 00:01 and ends at 24:00.

**15.02** The Company shall remunerate the statutory holidays listed in Article 15.01 a) in accordance to the chart below:

Employee's situation	Remuneration of the statutory holiday	
	If they work	If they do not work
1. Full-time employees	Regular daily wage and time and a half for the hours worked during the holiday	Normal daily wage
2. Employees who are not entitled to wages for at least fifteen (15) of the thirty (30) days prior to the statutory holiday	Regular daily wage and time and a half for hours worked during the holiday	Nothing
3. New hires (first thirty (30) days)	Time and a half for hours worked during the holiday	Nothing
4. Part-time employees who, as per their work schedule, work less than fifteen (15) of the thirty (30) days prior to the statutory holiday	1/20 of the wages earned during the thirty (30) days prior to the statutory holiday and time and a half for hours worked during the holiday	1/20 of the wages earned during the thirty (30) days prior to the statutory holiday

\* For full-time employees, the normal daily wage will be based on the duration of the work shift scheduled during the week of the statutory holiday.

**15.03** An employee who requests it can take a compensatory leave when is has worked during a statutory holiday. This compensatory holiday shall be taken within four (4) weeks prior to or after the said statutory holiday.

**15.04 a)** Before December 1<sup>st</sup> of each year, employees shall, by affixing their names on a notice posted for this purpose or in another manner, inform the Company of their desire not to work on Christmas Day or on New Year's Day. Before June 1<sup>st</sup> of each year they shall inform the Company in the same manner of their desire not to work on Canada Day or on Labour Day.

**b)** In each case, the Company shall grant the selected leave, taking seniority into consideration, and shall inform the employees before December 7<sup>th</sup>, before June 7<sup>th</sup> if applicable, or before August 7<sup>th</sup> for Labour Day.

**c)** The Company shall, as far as possible, grant the choices requested by the employees with a minimum of ten per cent (10%) of employees expected to work for that day.

## ARTICLE 16 PERSONAL HOLIDAYS

### 16.01 a) Bereavement Leave

In the event of the death of one member, or the simultaneous death of more than one member of the employee's family, the employee is entitled to five (5) days of paid leave following the death, provided these are regularly scheduled days of work, which excludes additional hours and accepted shift forfeits over and above the employee's regular schedule. The employee can postpone up to two (2) days of leave, without loss of salary, for the funeral ceremonies if they take place at a later date. He may be absent for one other day on this occasion but without pay. "Family member" includes spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandchildren.

b) The Company will allow a leave of seven (7) unpaid days when the funeral is held at more than seven hundred (700 km) kilometers from the regular work site. The Company may apply Article 11.03 c) of the current Collective Agreement in the eventuality that the absence is unjustified. If he assists a funeral and that it is held at more than three hundred (300 km) kilometers from the employee's place of residence, he will be entitled to an additional one (1) day unpaid leave.

c) These days are not paid, however, if they coincide with the employee's vacation days or with a holiday provided for by this agreement.

### Wedding Leave

d) An employee may be absent from work for one (1) day with no wage reduction on his wedding day. An employee may also be absent from work, without pay, on the wedding day of one of his children, his mother, his father, a brother, a sister or a child of his spouse. The employee shall notify the Company at least two (2) weeks in advance of his absence.

### Family Related Leaves

e) An employee may be absent from work for five (5) days for the birth of his child or for the adoption of a child. The first two (2) days of absence are compensated if the employee has completed his probationary period.

This leave may be divided into days, at the employee's request. It may not be taken once thirty (30) days have expired since the child's arrival at the home of his father or mother.

The employee shall notify the Company in writing of his absence as soon as possible.

An employee who adopts the child or children of his spouse may, however, be absent from work for only two (2) days without pay.

- f) An employee may be absent from work for eight (8) days per year, without pay, to fulfil family obligations when his presence is required due to unforeseeable circumstances or circumstances beyond his control.

This leave may be divided into days. A day may also be divided if the Company consents thereto.

The employee must notify the Company of his absence as soon as possible.

**16.02 a) Sick Leave**

Employees accumulate a cumulative of 3.20% of their earnings for hours worked, including compensation for statutory holidays, without premiums, to a maximum of sixty-four (64) hours. An employee who is absent due to sickness will be paid the equivalent of the missed hours on his schedule for every day missed, provided there is sufficient unused credit in his sick bank.

New employees are only entitled to sick leave after having completed the probationary period.

- b) On December 31<sup>st</sup> of each year, the Company shall establish the number of unused sick leave credited to each employee and shall notify the employees and the Union no later than the following January 31<sup>st</sup>. Unused sick leaves will be paid no later than the second pay period of the coming year.

This payment will be made to the employee separately from the regular pay.

This payment will be made to the employee at the same time as the regular pay, provided it does not increase his level of taxation.

**16.03** Any payment made pursuant to this Article shall be made starting on the first (1<sup>st</sup>) day of illness. The Company can require the employee provide proof of his sickness and/or a medical note before paying the sick leave or at any time when it has reasonable doubt regarding the justification invoked.

**16.04** These days shall not, however, be paid if the employee receives another allowance for another holiday provided for in this agreement.

**16.05** The Company shall reinstate in his position or a similar position any employee who needed to be absent from work for reasons of accident or illness for a period not exceeding twenty-four (24) months.

**16.06 Leave for Jury Duty**

- a) When an employee is called to serve as a juror or called for the pre-selection, the employee must notify the Company as soon as he receives his summons. The Company shall reimburse the employee for the related travel expenses and shall pay the wages for the missed hours on his schedule that he would have otherwise

worked. The employee will reimburse the Company all amounts received by the court for the days he was scheduled.

When the employee misses a work shift or a part of a work shift because the case is postponed or cancelled the day of, the Company will reimburse the employee for the related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. An employee that was not scheduled to work that day will not be required to work this day.

- b) When an employee is called by the Company to serve as a witness in connection with the performance of his duties or is summoned for preparation of the case, the Company will reimburse the employee for all related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. In all cases, the employee must receive at minimum compensation equal to the wages he would have received for the scheduled hours that he would have otherwise worked.

When the misses a work shift or a part of a work shift because the preparation is postponed or cancelled the day of, the Company will reimburse the employee for the related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. An employee that was not scheduled to work that day will not be required to work this day.

- c) Notwithstanding the above, all other provisions of the collective agreement apply.

**16.07**      Domestic Violence Leave

- a) The Company and the Union recognize that employees who are victims of spousal and family violence sometimes face situations of violence and / or abuse in their personal lives that may have an impact on their professional lives and may affect their attendance and performance at work.
- b) In view of the foregoing, the Company agrees to provide victims of spousal and family violence without loss of seniority, leave from work to allow attendance at appointments, court proceedings and any other related activity. The Company acknowledges that the employee may request this leave on short notice. This leave will be added to existing leave and may be taken as consecutive days, single days or part of a day.
- c) The parties recognize that spousal and family violence situations are very sensitive and will disclose information only on a "need to know" basis. As such, the Company may require proof that is reasonable in the circumstances and such proof may be provided by a recognized professional.
- d) The Company will approve, to the extent possible, the reasonable requests of the employee who is the victim of domestic and family violence. These requests will

be reviewed on a regular basis to validate that the measures taken are always adapted to the employee's situation.

## **ARTICLE 17 MATERNITY, PATERNITY AND PARENTAL LEAVE**

- 17.01**
- a) Maternity, paternity and parental leaves are granted in accordance with the QPIP (Québec Parental Insurance Plan).
  - b) During this maternity, paternity or parental leave, the employee shall accrue seniority as if she/he had been at work.
  - c) Before leaving on leave, the employee must inform the Company in writing of his planned date of return to work. If there are changes to this date, the employee must inform the Company as soon as possible.
  - d) Upon returning from a maternity, paternity or parental leave or from the extensions provided for herein, the employee shall resume his/her position. If the position has been abolished, the employee shall be entitled to the benefits that he/she would have enjoyed had he/she been at work.

**17.02**      Extension of Leave

The total period of absence shall not exceed seventy (70) weeks from the effective leaving date or the presumed leaving date. If the employee does not return to work within the expected time limits, she shall be deemed to have submitted her resignation unless health reasons made it impossible for her to return to work. In such case, she must present the Company with a medical certificate to this effect.

## **ARTICLE 18 UNIFORMS**

**18.01**      The actual costs of all uniforms and equipment will be covered by the Company.

**18.02**      Employees may wear short-sleeved shirts, except in case of objection by the client.

Employees working in the luggage room are not required to wear neckties.

**18.03**      The Company agrees to provide each site a place where employees can store their personal belongings (with half a locker for two (2) people (outside the security checkpoint). Places (for women and for men) will be established so that employees can change. The Company is not responsible for loss or theft.

## **ARTICLE 19 DISCIPLINARY ACTION**

**19.01** Any disciplinary notice or disciplinary action may be grieved in accordance with the procedure laid down in Article 8 of the Collective Agreement.

**19.02** In all cases of disciplinary notices or disciplinary actions, the Company shall inform the employee in writing of the notice or disciplinary action imposed on him by mentioning the incident or reason leading to the notice or disciplinary action, within twenty-one (21) calendar days of the incident or knowledge of the incident. If an employee is absent for five (5) days or more, this delay will be added to the twenty-one (21) days from his return to work. In order to be valid and enforceable against the employee, the Company shall send a copy to the Union within fifteen (15) calendar days following such action.

**19.03** Any notice or disciplinary action set aside following a decision by the Company or an arbitrator shall be removed from the employee's file.

The employee may request to consult his file. Only one file per employee will be opened.

**19.04** If an employee is called to the Company's office for disciplinary reasons, he may be accompanied by a Union steward if he so wishes. 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. At the end of the meeting, the parties may exchange handwritten notes of the meeting.

When no representative is available at the workplace, the employee will be able to postpone the meeting within a period of seven (7) days of the scheduled meeting. However, the delay occasioned by the postponement cannot be attributed to the Company pursuant to Article 19.02.

**19.05** If the Company is obliged by law to transmit to the Ministry of Justice, or any other organization arising, any disciplinary report on an employee of the bargaining unit, the report must also be sent to the employee and to the Union as soon as possible so they can make the necessary representations, if required.

**19.06** Any disciplinary report in the record of an employee cannot be used for disciplinary action after a period of twelve (12) months provided the employee has not committed any similar offense during the period of twelve (12) months. This period is automatically extended by all absences of one (1) month or more.

**19.07** If the grievance is related to a dismissal, it can be presented directly at Step 2 of the grievance procedure.

**19.08** An employee is not to be held out of service unnecessarily in connection with an investigation but, where necessary, the time so held out of service shall not

exceed five (5) calendar days. In excess of this, the employee shall be paid for regular hours missed.

If the employee has been cleared by the investigation, the Company will reimburse salary lost during the investigation.

- 19.09** It is forbidden for the Company to apply any disciplinary measure, discriminatory or other, to an employee based upon pregnancy.
- 19.10** A suspension shall not interrupt continuity of service of an employee.
- 19.11** The parties agree to grant to any suspension or termination, priority in the preparation of arbitration roles.

## **ARTICLE 20 SOLIDARITY FUND**

- 20.01** With respect to this Article, the contracting parties agree to comply with An Act to Establish the Solidarity fund of Québec (F.T.Q.), hereinafter called ‘the Fund’, with the *Quebec Securities Act* (1982, Chapter 48) and its regulations, as well as with any other existing applicable law and regulation when the text of this Collective Agreement has no express provision for this purpose.
- 20.02** The Company recognizes that the duly mandated certified association acts as the Fund’s representative.
- 20.03** The Company undertakes to give to each employee, at the time of his first pay following signature of this Collective Agreement, a copy of the background document (prospectus) which the Union has provided him concerning the Fund approved by the Quebec Securities Commission, said document containing the Fund subscription form.
- 20.04** Any employee wishing to subscribe to the Fund shall fill out a membership application by completing and signing the subscription and payroll deduction form and submit it to the Union for transmission to the Company. Employees may give notice to this effect to the Union on or before October 15<sup>th</sup> and April 15<sup>th</sup>, to come into effect the following November 1<sup>st</sup> and May 1<sup>st</sup>. An employee’s contribution may not be less than one dollar (\$1) per pay period, must always be in multiples of one dollar (\$1) and cannot be modified or cancelled during the above-mentioned periods.
- 20.05** The Company agrees to deduct, at his expense, the amount indicated for each pay period; each contribution so deducted shall be exempt from seizure and shall be non-transferable, and the Company gives his consent thereto through this agreement.

**20.06** The Company shall remit to the Union the contributions made by the employees to the Solidarity Fund at the same time as the Union dues and shall state, in the document accompanying the remittance, the amount contributed by each employee.

## **ARTICLE 21 GROUP INSURANCE**

**21.01** The Company will pay the Company's contribution as stated in Annex A.

## **ARTICLE 22 LEAVE OF ABSENCE WITHOUT PAY**

**22.01** A leave of absence without pay not exceeding three (3) months may be granted by the Company designee. In exceptional situations, a leave of absence without pay for a longer period of time may be granted following a mutual agreement.

**22.02** During this leave of absence without pay, the employee continues to accumulate seniority.

**22.03** All requests for leaves of absences without pay of at least one week in duration must be submitted to the Company in writing at least thirty (30) days prior to the beginning of the requested leave. The Company commits to responding to the requests at the latest fifteen (15) days before the beginning of the requested leave. If the requested leave is granted by the Company, a copy of the approval will be sent to the Union designee for the group insurances.

**22.04** All requests for unpaid leave of one (1) week or less must be submitted in writing to the Company at least two (2) weeks prior to the start date of the requested leave. The Company agrees to respond no later than one (1) week after receipt of the request.

## **ARTICLE 23 POSTING OF NOTICES**

**23.01** The Company provides the Union with a glass locked bulletin board, accessible by its employees which the Union may post notices of election meetings and social activities of the Union.

Six (6) times per year, for employees of each Certification Order, the Union may ask the Company to include in the pay envelope of each employee a folded sheet with information for its members.

## **ARTICLE 24    REQUIRED DOCUMENTS**

**24.01**        The Company will reimburse a maximum of eighty dollars (\$80) for all medical certificates required by CATSA, upon presentation of the original receipt, the Company will reimburse the costs associated with the renewal of the Restricted Area Identification Card (RAIC), upon presentation of a receipt supporting the claim.

## **ARTICLE 25    LABOUR RELATIONS COMMITTEE**

**25.01**        Within thirty (30) calendar days of the coming into force of this Collective Agreement, the parties shall form a joint Labour Relations Committee composed of two (2) members appointed by the Union and a maximum of four (4) members appointed by the Company.

**25.02**        The role of the Committee will be:

- a)    To develop healthy relations between the Union and the Company by examining problems of common interest which concern all or part of the employees who are members of the certification unit.
- b)    To make recommendations to the parties.

**25.03**        The Committee provided for in this Article shall meet once (1) a month, at a date determined after agreement between the specific representatives appointed for this purpose by the parties.

**25.04**        Officers who attend the meeting as per Article 25.03 during their work shift shall not suffer wage loss and the Company will not bill the related costs to the TC Local 1976 USW.

## **ARTICLE 26    LAWSUITS**

**26.01**        The Company will provide, at no cost to the employee, the services of a lawyer in the event of a legal pursuit resulting from legal actions taken by the employee in the regular course of his functions, provided the generally accepted practices and normal procedures were followed.

## **ARTICLE 27 TRANSLATION AND PRINTING OF THE AGREEMENT**

- 27.01** The Company shall be responsible for the printing of this Collective Agreement including updates, whenever required, and agrees to absorb the cost.
- 27.02** The Company commits himself to have this Collective Agreement translated into English. If, in respect of any Article of this agreement, there is a dispute concerning a difference in meaning between the French text and English text, then the French text will prevail.
- 27.03** On the day of hiring of any new employee, the Company provides documentation on the Group Insurance, the pension plan and any other documents provided by the Union.
- 27.04** The Company will provide, at its own expense, a hard copy of the Collective Agreement to all Union Steward, to each member of the management team and to each employee who will request a copy. Furthermore, the Company shall make the Collective Agreement available to each employee through email.
- 27.05** At all times, the Company will have a paper copy of the Collective Agreement at the disposal of the employees in a location agreed upon with the local representatives.

## **ARTICLE 28 DURATION**

- 28.01** This Collective Agreement comes into effect as of April 1<sup>st</sup>, 2018 and remains in effect until March 31<sup>st</sup>, 2022.
- 28.02** It is agreed that notice to negotiate the renewal of the Collective Agreement will be served as of November 30<sup>th</sup>, 2021.
- 28.03** This Collective Agreement shall then go on to commit the signatories, month after month, unless written notice by either party to the other of its desire to revise it, within one hundred twenty (120) days before the date of expiration or other expiration date established successively month after month.

**28.04** Once the notice given to bargain collectively, the Union and the Company must, without delay, start negotiations and carry them out diligently and in good faith, neglecting no reasonable effort to reach a Collective Agreement.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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Philippe Arnold

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Steven Hadden

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Julie Moisan

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Nathalie Lapointe

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Manon Ouellette

---

Johanne Gosselin

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Christian Drolet

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Mario Boulianne

## ANNEX A

### Hourly rate

<b>SO – HOURLY REMUNERATION</b>					
<b>Date</b>	<b>Level 1</b>	<b>Level 3.1</b>	<b>Level 3.2</b>	<b>Level 3.3</b>	<b>Level 3.4</b>
	<b>Pre-certification</b>	<b>0-2080 hours</b>	<b>2081-4160 hours</b>	<b>4161-6240 Hours</b>	<b>6241 hours and more</b>
<b>31-03-2017</b>	\$17.66	\$20.09	\$20.50	\$20.92	\$21.35
<b>30-03-2018 (2.50%)</b>	\$18.10	\$20.59	\$21.01	\$21.44	\$21.88
<b>29-03-2019 (2.25%)</b>	\$18.51	\$21.05	\$21.48	\$21.92	\$22.37
<b>03-04-2020 (2.25%)</b>	\$18.93	\$21.52	\$21.96	\$22.41	\$22.87
<b>02-04-2021 (2.00%)</b>	\$19.31	\$21.95	\$22.40	\$22.86	\$23.33

<b>SCC AND SCT – HOURLY REMUNERATION (SO L3.4 + 12.5%)</b>	
<b>31-03-2017</b>	\$24.02
<b>30-03-2018 (2.50%)</b>	\$24.62
<b>29-03-2019 (2.25%)</b>	\$25.17
<b>03-04-2020 (2.25%)</b>	\$25.73
<b>02-04-2021 (2.00%)</b>	\$26.25

**Note 1:** To move from one level to another, the employee must complete the hours set out above. Hours worked before the employee has been certified are not included in the calculation for the advancement of steps.

**Note 2:** The SCC and SCT will be entitled to a bonus equal to twelve and a half per cent (12.5%) of an agent, level 3.4, for every hour worked.

**Note 3:** The SCC will receive a premium of two dollars per hour (\$2/h) for administrative work. The Company will pay the premium to a maximum of two (2) hours per day, per site.

**Group Insurance**

The Company contribution will be \$1.60/hour worked as of March 30<sup>th</sup>, 2018 and will be increased to \$1.65/hour worked as of March 29<sup>th</sup>, 2019.

**Group RRSP – Pension Fund**

The contributions from the Company and from the employees are based on annual wages:

<b>Company</b>	<b>Employees</b>
4%	4%

**Note 1:** For the purposes of the pension fund, the total annual earnings include any amounts that an employee receives: pay, holidays, statutory holidays and approved union leaves.

**Note 2:** Contributions to the fund must be submitted within fifteen (15) days of the month where pay period ends. The Company agrees to provide the Union with information necessary to administer the fund. The Company undertakes to inform the Administrator of any hiring, terminations and retirements.

**Parking**

The Company will cover one hundred percent (100%) of the parking costs at the airport for the employee and agrees to reimburse this expense if need be. The payment and/or reimbursement of this cost is done in accordance to the *Taxation Act* and the *Income Tax Act*.

# LETTER OF UNDERSTANDING # 1

## Accommodation

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

The Company will, in consultation with the Union, establish an Accommodation Policy to assist those employees who are unable to perform their regular duties, following a return to work or a pregnancy, based upon their qualifications and abilities.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

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United Steelworkers -  
Local TC 1976

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## **LETTER OF UNDERSTANDING # 2**

### **Humanity Fund**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

To support international development and assistance, the Company agrees to deduct an amount of \$0.01 per hour worked for each employee of the bargaining unit, to a maximum of forty (40) hours per week. This amount will be paid to the Humanity Fund and forwarded to the United Steelworkers national office at:

**United Steelworkers**  
National Office  
234, Eglinton Avenue East, 7<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1K7

The first deduction shall be made with the first complete pay period of February and the amounts reimbursed monthly to the Steelworkers Humanity Fund.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 3**

### **Respect in the Workplace**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

1. The parties agree that all employees, Union representatives and Company representatives shall act in a professional and civilized manner, regardless of any personal differences that may exist (for instance, personality conflicts, differences of opinion, etc.).
2. When someone has a legitimate cause for concern in relation to the above, he or she may file a formal complaint with the Company. Within three (3) days of the reception of the complaint, the Company must communicate a copy to the Union.
3. Subsequently, the Company will conduct an inquiry regarding the complaint and will prepare a report, outlining its conclusion, within thirty (30) days of the reception of the complaint. This period may be extended by mutual agreement.
4. The Company shall put into application the corrective measures it deems appropriate. These correctives measures are subject to the grievance procedure.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 4**

### **Allocation of Hours for Casual Employees**

**BE TWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

The parties agree to modify Article 13.10 of the Collective Agreement in order to meet the contractual and operational needs of the client as provided in the Standard Operating Procedures (SOP). This procedure will allow all employees to maintain their certifications, while guaranteeing that a minimal number of employees are qualified to cover shift when necessary.

- 13.10 a)** The Company assigns shift as follows: First, four (4) hours as required under the SOP for each employee, to maintain certifications. Then, to screening officers, considering their seniority and status, up to forty (40) hours per week.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 5**

### **Education Fund**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

During the term of this Collective Agreement, the Company will pay an amount of one thousand three hundred dollars (\$1,300) per year, in two equal installments (in January and June) for the creation of an education fund and for the reimbursement of expenses incurred by the Union while participating to various initiatives with the Company. The choice of the training activities will be determined jointly.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 6

## Temporary Assignment

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** some regional airports sometimes lack staff to ensure pre-boarding screening services;

**WHEREAS** some employees have expressed their interest to work temporarily in an airport other than the one where they normally work;

**WHEREAS** it is of common interest to establish clear terms and conditions applying to employees that are required to work temporarily at an airport other than the one where they normally work;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

When there is a temporary shortage of staff in one of the following regional airports: Val-d'Or, Rouyn-Noranda, Baie-Comeau, Sept-Îles, Mont-Joli, Gaspé, Îles-de-la-Madeleine, Bagotville, Chibougamau, and Blanc-Sablon;

1. The temporary assignment of employees is made under the following conditions:
  - a. The Company establishes the necessary qualifications and operational requirements relating to the temporary assignment;
  - b. The Company will respect an identical process to the one outlined in Article 11.07 of the Collective Agreement of regional airports concerning the assignment of a vacant or newly created position;
  - c. In exceptional circumstances, the deadlines specified in Article 11.07 may be modified by mutual agreement;
  - d. During the posting, the Company displays the duration of the assignment as well as the other information required;

- e. Applications from employees whose airport of origin is geographically located closest to the assigned airport will be considered in priority;
  - f. Subject to availability and operational requirements, an application by an employee covered by the same Certification Order has priority over any applications from employees of other airports members of the Local 1976 USW;
  - g. Notwithstanding the foregoing, the parties agree that when employees of the Atlantic Region must temporarily provide screening services in the Blanc-Sablon airport, such a situation does not constitute a violation of the terms of the Collective Agreement between the Company and the Union;
  - h. During a temporary assignment, the Company guarantees the employee the number of hours scheduled at his airport of origin.
2. When an employee is required to work at an airport covered by another Collective Agreement than the one at his normal place of work, the working conditions and benefits from his usual Collective Agreement shall apply for the duration of the temporary assignment;
  3. The employee assigned to another airport keeps his work schedule during his absence and recovers it upon his return, provided that the schedule in question still exists;
  4. The Company provides transportation, accommodation and daily allowance when necessary;
  5. The Company can modify the employee's work schedule to accommodate the assignment to another airport;
  6. The Company can, to avoid being short of qualified staff at the airport from which the employee is sent, decide not to send qualified employees to a regional site. When the Company makes use of this right, it shall communicate the justification to the Union in writing; and
  7. The seniority of the employee is not affected by a temporary assignment.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 7**

### **YBG – Layoff**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. Article 11.12 is modified for the employees of Bagotville to add the following paragraph:

“In case of a layoff of more than six (6) months, the notice is two (2) weeks if the employee has three (3) months to five (5) years of continuous service, four (4) weeks if he has five (5) to ten (10) years of continuous service, and eight (8) weeks if he has ten (10) years of continuous service or more.”
2. In the case of layoffs at the Bagotville airport, Union representatives are seen as having the most seniority in their group, provided they can meet the normal requirements of the task

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## LETTER OF UNDERSTANDING # 8

### YBG – Annual Leave with Pay

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

#### THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. Article 14.05 will be modified for the employees working at the Bagotville airport in the following manner:

“The Company shall produce a vacation calendar per classification taking into consideration the minimum percentage. Employees shall choose their vacation dates based on general seniority. Those with the status of full-time make their choice primarily to those who have the status of part-time and casual, and those who have the status of part-time make their choice primarily to those who have the status of casual.

Given the preferences expressed, the Company authorizes annual leave to a minimum of two (2) employees at a time. It is understood that the objective is to authorize up to three (3) employees at a time when operations allow it. In addition, the Company authorizes annual leave for more employees than that provided above, when the hours may be worked by other employees available at regular wage rate.

An employee is entitled to know the date of his annual leave at least four (4) weeks in advance. Without notice, the date chosen by the employee shall be deemed accepted by the Company.”

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## LETTER OF UNDERSTANDING # 9

### Formal and Accelerated Arbitration Bureau

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** during negotiations for the renewal of the collective agreement applicable to employees from the unionized airports of regional Quebec, the parties discussed their desire to render the arbitration process more efficient and expedient;

**WHEREAS** the Union presented a proposal to introduce a system similar to the one utilised by the Bureau d'Arbitrage et de Médiation des Chemins de fer du Canada (CROA);

**WHEREAS** the parties desire discussing these questions together;

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. The preamble of this letter is part and parcel of this letter.
2. During the year that follows the ratification of this agreement, the parties will form a committee to explore the possibility of introducing a system of formal and accelerated arbitration or to join such a system that is already in place.
3. This committee will be composed of two (2) representatives for the Company and two (2) representatives for the Union.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 10**

### **Sept-Îles – Annual Vacation**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

During the course of negotiations for the renewal of this collective agreement, the parties had discussion regarding the number of employees at the Sept-Îles airport that can take annual vacation at the same time.

In this context, the parties agreed that the Company would allow at least two (2) employees to take annual vacation at the same time at any time of the year as soon as the number of active employees at this site is at least eighteen (18).

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 11

## Working Committee for Security Checkpoint Coordinators

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** during negotiations for the renewal of the collective agreement applicable to employees from the unionized airports of regional Quebec, the parties discussed their issues related to the Security Checkpoint Coordinator position;

**WHEREAS** the parties wish to identify the underlying factors leading to the different issues related to the Security Checkpoint Coordinator position;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. The parties agree to set up a working committee to explore the different issues raised by the Security Checkpoint Coordinators at the various sites and to propose solutions;
2. This committee will be composed of two (2) Company representatives and three (3) Union representatives;
3. A detailed account of the discussions recommendations from each party will be drafter after each meeting of the working committee.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 12**

### **2% Agreement – Trial Period for RGX**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

For a trial period equal to the duration of this collective agreement, as established at article 28.01, employees will have the option of financing a sabbatical leave by putting aside two per cent (2%) of their salary. This differed salary can also be used to finance the fourth week of annual vacation, outlined at article 14.02 d).

This financed sabbatical leave (2%) is subject to the following conditions:

- a) Sabbatical leave is intended to allow the employee to take a leave that finances itself through a wage deferral or to finance the fourth (4<sup>th</sup>) unpaid week of annual vacation set out in article 14.02 d) of the collective agreement.
- b) Employees can start contributing as of the ratification of this collective agreement.
- c) The period of contribution is fixed and will run from May 1<sup>st</sup> to April 30<sup>th</sup> of each year. An employee who wishes to contribute must notify the Company in writing before April 15<sup>th</sup> of each year.
- d) Except for the week taken in 2016, employees must always contribute for a full calendar year in order to avail of such leave.
- e) The cumulative period of leave must be taken continuously and cannot be split.
- f) No sabbatical leave may exceed five (5) days.
- g) The cumulative sums may not be paid without taking an equal sabbatical leave, except for a cumulative sum of over five (5) days.
- h) The choice of time off will be at the two (2) official periods of vacation choices.
- i) The order of precedence for granting leave is as follows: annual vacation, time in reserve, sabbatical leave. The months of June, July and August of each year will be reserved for annual vacation.
- j) The sabbatical leave will be awarded on a first come first served basis.
- k) Sabbatical leave will be granted at the sole discretion of the Company. If the request for sabbatical leave of an employee should be denied, the Company will provide a written response for its decision.

- l) If the sabbatical leave is approved, it will be subject to the following conditions:
  - i) No contract may be shorter than a calendar year;
  - ii) During this period the participant will receive 98% of its net weekly wage;
  - iii) The deduction rate will remain the same during the entire period of the contract;
  - iv) On a differed period of one (1) year for a sabbatical leave of a period of five (5) days, the employee will differ 2% of his net salary and will receive 98% of his net salary.
- m) Employees under contract for sabbatical leave will be granted all the benefits of working, normally granted to other employees, including the accrual of seniority and service.
- n) Statutory holidays that occur within the period of sabbatical leave will not be compensated or reimbursed by the Company.
- o) For the deferred amount retained by the Company by a payroll deduction, deductions for regular contributions apply.
- p) If an employee decides to leave the company while under contract during the agreement, the contract will end on the day of his resignation and all contributions accepted will be refunded.
- q) In the event of dismissal or death of an employee under contract, the contract ceases on that date and any amount withheld is refunded.
- r) In cases governed by the items p) and q), the Company will have thirty (30) days to process the refund.
- s) All monies not used on April 15<sup>th</sup> will be paid at the latest with the payment of unused annual vacation.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

# **LETTER OF UNDERSTANDING # 13**

## **Schedule Selection RGX – Trial Period**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** the parties met at multiple occasions for working committee to discuss the scheduling issues for the regional airports of Quebec;

**WHEREAS** the parties had discussions during the negotiations for the renewal of the collective agreement concerning the schedules for the regional airports;

**WHEREAS** the parties recognize the particular nature of the schedules for the regional airports of Quebec;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. For the duration of the collective agreement, the parties will proceed with schedule bids;
2. The Company will post working schedules, generally two (2) times a year (spring and fall), which it will have established for regular flights, based on:
  - a. operational requirements;
  - b. required qualifications;
  - c. technical or operational knowledge required or demanded by CASTSA and/or Transport Canada.
3. The work schedules will be offered to employees by seniority and qualifications;
4. Schedules will be posted at least seven (7) days before the day of the bid and will not come into effect until a minimum delay of seven (7) days after the bid has been respected;
5. The Company can early up or delay the start times of schedules for up to two (2) hours to meet operation requirement with a forty-eight (48) hour notice.

6. If work schedules need to be modified by more than two (2) hours, the Company will meet with the union to revise the requirements and staffing levers and to come to an agreement on the modifications that are to be brought to the schedule.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## **LETTER OF UNDERSTANDING # 14**

### **Posting Vacant Positions and Assigning in Cascade**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** the parties have met on multiple occasions to discuss grievances related to the allocation of vacant position in the airports of the Quebec province;

**WHEREAS** the parties have had discussion regarding the posting and allocation of permanent and temporary vacant positions, of determined and undetermined duration, during the negotiations for the renewal of this collective agreement;

**WHEREAS** the parties wish to establish an efficient process for the allocation of vacant positions;

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. When a position is permanently or temporarily vacant for a determined duration of at least thirty (30) days, the Company will post the position in accordance to article 11.07 of the collective agreement or will, following a local agreement, offer the position in cascade to employees with less seniority than the employee who left the position vacant.
2. When a position is temporarily left vacant for an undetermined duration since at least forty-five (45) days, the Company will offer the position in cascade to the employees with less seniority than the employee who has left the position vacant.
3. A position offered by cascade is a position that is not posted in accordance to article 11.07 of the collective agreement but is offered in cascade, by seniority order, to employees with less seniority within the same classification and with the necessary qualifications for the offered position. The positions left vacant as a result of allocating the initial position offered in cascade will be offered by verbal consultation conducted by a local Company representative that will keep a registry of the verbal consultation.

4. Following the return to work from a temporary leave, the concerned employee as well as all the employees who changed their positions as a result of the cascade allocation, will reintegrate their initial positions.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## LETTER OF UNDERSTANDING # 15

### Banked Overtime

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** employees wish to have the ability to bank their worked overtime;

**WHEREAS** employees wish to have the ability to differ the payment of the statutory holiday;

**WHEREAS** the main preoccupation of the Company concerning the above two points is the administrative burden that would result;

**WHEREAS** the Company has the intention of introducing IT support that will automate many transactions thereby reducing the administrative burden;

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

Once the Company has acquired the IT support required to automate the management of an overtime bank and requests to differ the payment of statutory holidays, the parties will meet to negotiate the conditions applicable to these two items.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 16

## Personal Days

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

For a trial period of one year, starting in January 2019, employees will be able to modify up to four (4) days of leave related to family into personal days. These personal days will allow the employee to take a day off work, of their choice, without pay, in accordance to the following conditions:

1. The request for a personal day must be submitted to the Company at least two (2) weeks in advance, using the appropriate form;
2. There can be a maximum of one (1) employee per shift that can take a personal day per site; and
3. Employees cannot take multiple consecutive personal days.

At the end of the trial period, the parties will have the opportunity to extend this agreement, provided both parties agree.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## **LETTER OF UNDERSTANDING # 17**

### **Statutory Holidays – Possibility of differing the payment of the statutory pay**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

The parties will meet within three (3) months of the ratification of this agreement to explore the possibility and, if appropriate, determine the conditions applicable for the two following points:

1. Differing the payment of the statutory pay of certain holidays to compensate seasons that are operationally less busy; and
2. Paying the statutory pay when the employee takes a compensatory day.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 18

## YMT – Guarantee of Hours

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** employees working at the Chibougamau (YMT) airport benefit from a guarantee of hours;

**WHEREAS** the parties agree to integrate the employees of YMT to regional Quebec collective agreement all while protecting their prior advantages;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

3. The Company will pay employees at Chibougamau a minimum of thirty-six (36) hours per week;
4. If ever there are major operational changes that make the maintenance of this guarantee problematic, the parties will meet to determine the new applicable conditions; and
5. YMT employees will be remunerated in accordance to the chart “Hourly Remuneration” that can be found at Annex A of the collective agreement.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

## LETTER OF UNDERSTANDING # 19

### Lourdes-de-Blanc-Sablon

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** Lourdes-de-Blanc-Sablon is located in a prescribed Northern Zone;

**WHEREAS** ground access to Lourdes-de-Blanc-Sablon is extremely limited;

**WHEREAS** the parties recognize there are occasional changes to flight schedules and operation requirements imposed on the parties with short notice;

**WHEREAS** the parties intend to offer the current employees a minimum number of hours paid per week;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. **Northern Allowance:** Employees working permanently at the Lourdes-de-Blanc-Sablon airport will receive a Northern Allowance premium of one dollar and three cents (\$1.03) per hour worked; This premium will be increased as follows:
  - a. 29/03/2019 1.05 \$/hour
  - b. 03/04/2020 1.07 \$/hour
  - c. 02/04/2021 1.09 \$/hour
  
2. **Guarantee of hours:** The Company agrees to the following guarantee of hours, provided the employees mentioned below are available to work:
  - a. In the course of a regular work week, Ada Davis, Joanne Flynn and Jody Etheridge will be paid the equivalent of a minimum of thirty (30) hours at the straight time;

- b. In the course of a regular work week, all other Blanc-Sablon employees will be paid the equivalent of a minimum of thirty (24) hours at the straight time;

The Company is committed to maintaining this guarantee as long as there aren't any substantial modifications to operational requirements;

- 3. **Annual Travel Allowance:** Employees of Lourdes-de-Blanc-Sablon will benefit from a one thousand seven hundred and fifty dollar (\$1750) Annual Travel Allowance to mitigate the isolation of this community. As of January 2019, this annual allowance will be increased to one thousand nine hundred and twenty-five dollar (\$1925);

**Scheduling Flexibility:** The parties agree that there may be events which will incur punctual operational requirements that do not permit the application of the 12 hours rest period as stipulated in article 13.04 b) or the posting delays stipulated in LOU# 13 of the Regional Quebec collective agreement. The Company is committed to respecting these articles whenever it is possible to do so and will advise the Union and the employees when operational requirements impose a temporary exception.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## LETTER OF UNDERSTANDING # 20

### Lourdes-de-Blanc-Sablon – Temporary Scheduling Difficulties

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** the Company recognizes the scheduling difficulties that have developed as a direct result of recent changes to regulations regarding chartered flights;

**WHEREAS** these scheduling difficulties are distinguishable from regular schedule modification resulting from irregular operations in YBX, especially through the winter and spring months;

**WHEREAS** the Company is committed to finding a solution to the recent scheduling difficulties and to respect the scheduling provisions of collective bargaining agreement;

**WHEREAS** such solutions may take some time to develop and to implement;

**WHEREAS** the parties intend to conclude the current round of negotiations despite recent scheduling difficulties regarding charter screening;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

a. Until a solution to the current scheduling difficulties related to the regulatory changes is developed and implemented, the Company will endeavor to respect the following guidelines:

- a) **Schedule Communication:** The Company will communicate the work schedules to employees for a two-week period with at least forty-eight (48) hours before implementation. The days off for during the two-week period will be fixed, as will the start times for the first week. The start time of the second week will be determined and communicated to employees during the first week, at least forty-eight (48) hours before implementation;

**b) Schedule Modifications:** Schedule modifications will be subjected to the following limitations:

- i. **Four (4) hours and more:** Schedule modification of four (4) hours or more must be communicated to employees at least forty-eight (48) hours in advance;
- ii. **Less than four (4) hours:** Schedule modifications of less than four (4) hours must be communicated to employees at least twenty-four (24) hours in advance;

**c) Daily rest period:** The Company will make every effort to respect the twelve (12) hour rest period between two work shifts set out in the collective agreement. When the Company cannot respect the twelve (12) hour rest period, as much time as possible will be given between work shifts.

**4. Compensation Premium:** As compensation for not being able to respect the provisions of the collective agreement regarding daily rest periods and regarding advanced notice for schedule communication and modification, employees will receive a compensation premium of two dollars (\$2) per hour worked;

**Duration:** Letter of Understanding will no longer be in effect once the Company has resolved the current scheduling difficulties. Once the Company can respect the provisions of the collective agreement pertaining to scheduling communications/modifications and daily rest periods, the compensation premium will no longer be paid. The current scheduling difficulties referred to herein are not to be confused with the irregular operations inherent to the YBX site that existed prior to the regulatory changes that took effect at the end of July 2015;

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

# **LETTER OF UNDERSTANDING # 21**

## **Kuujjuarapik - YGW**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** the parties acknowledge all the provisions negotiated for the different accreditations covered by the document entitled "Regional Quebec Collective Agreement", all the while retaining the established grandfathered provisions of YGW employees;

**WHEREAS** the parties' intent is to insure the integration is done in a timely fashion with minimal negative impact to these employees;

**WHEREAS** the four (4) employees currently working at the Kuujjuarapik airport are paid an annual salary and work 5 to 6 days per week;

**WHEREAS** ground access to Kuujjuarapik is extremely limited;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. Article 3.01 of the Collective Agreement relating to Definition of Terms will add "Regular Salaried Employee" Refers to the status of an employee who has an established annual income and works a schedule consisting of 5 to 6 work days per week, for a maximum of 8 hours per day and a maximum of 40 hours per week.
2. Article 13.02 of the Collective Agreement relating to Hours of Work would be replaced by; The standard workweek shall consist of a maximum of 8 hours per day, and a work week that consists of 5 to 6 work days per week for a maximum of 40 hours.
3. Paragraphs 14.02 a) & b) will not apply, and paragraph 14.02 c) will be modified for the following:

Qualification:	Fewer than four (4) years of continuous service.
Leave:	Three (3) weeks, two (2) of them being consecutive.
Allowance:	6 % of earnings.

4. Annex A of the Collective Agreement relating to salary increase prescribed in the agreement. Whereas the employees currently working at the Kuujjuarapik airport are paid an annual salary, increases will be aligned with percentage and dates prescribed.

<b>Annual Salaries</b>			
<b>Date</b>	<b>Probationary Employee (120 first calendar days)</b>	<b>Regular Screening Officer</b>	<b>Security Checkpoint Coordinator</b>
<b>31-03-2017</b>	\$61,500.00	\$62,883.75	\$73,364.38
<b>30-03-2018 (2,5%)</b>	\$63,037.50	\$64,455.84	\$75,198.49
<b>29-03-2019 (2,25%)</b>	\$64,455.84	\$65,906.10	\$76,890.46
<b>03-04-2020 (2,25%)</b>	\$65,906.10	\$67,388.99	\$78,620.50
<b>02-04-2021 (2,00%)</b>	\$67,244.22	\$68,736.77	\$80,192.91

<b>Grandfathered salaries</b>	
<b>Date</b>	<b>Robert Fireman</b>
<b>31-03-2017</b>	\$64,141.43
<b>30-03-2018 (2,5%)</b>	\$65,744.97
<b>29-03-2019 (2,25%)</b>	\$67,224.23
<b>03-04-2020 (2,25%)</b>	\$68,736.78
<b>02-04-2021 (2,00%)</b>	\$70,111.52

5. Annual Travel Allowance: Employees of Kuujjuarapik will benefit from a two thousand dollar (\$2000) Annual Travel Allowance in order to mitigate the isolation of this community. This annual premium will be increased to two thousand two hundred dollars (\$2200) as of January 2019. This premium will be paid out in one lump sum during the month of January of each year. New hires will receive, upon completing their probationary period, an Annual Travel Allowance proportional to the number of complete months remaining in the calendar year.

Every other provision of the Collective Agreement of the regional airports will apply starting from the date of ratification of this Agreement.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## **LETTER OF UNDERSTANDING # 22**

### **YGL – Integration Into the Collective Agreement for Region Quebec Airports**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** employees either work on-call rotating schedules or on-call fixed schedules;

**WHEREAS** the employees of the La Grande Rivière airport (YGL) are entitled to a minimum guarantee of hours depending on the type of schedule they work;

**WHEREAS** the parties recognize the totality of provisions negotiated for the different accreditations covered by the document entitled “Collective Agreement for the Regional Airports of Quebec”, all while protecting the acquired benefits of the YGL employees;

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. “On-call Rotating Schedules”: refers to a full-time schedule composed of twenty-one (21) worked days followed by twenty-one (21) days off. During the twenty-one (21) days of work, the work shifts vary and alternate depending on the operational requirements and the employees must be available twenty-four (24) hours a day, seven (7) days a week.
2. “On-call Fixed Schedules”: refers to a full-time schedule for which the employee needs to be available twenty-four (24) hours a day, seven (7) days a week.
3. The Company pays employees working on-call rotating schedules twenty-eight (28) hours a week at the regular wage rate, during their weeks of work and their weeks off work or of annual vacation, except for bereavement leave, sick leave, or family emergencies. Hours worked in excess of twenty-eight (28) hours per week will be remunerated as per the provisions of the collective agreement.
4. The Company will pay employees working an on-call fixed schedule a minimum of forty (40) hours per week at the regular wage rate, except for bereavement leave, sick leave, or family emergencies. Hours worked in excess of forty (40) hours a week will be remunerated as per the provisions of the collective agreement.

5. A day of sick leave, family emergency or bereavement leave is equivalent to four (4) hours for employees on an on-call rotating schedule and equivalent to eight (8) hours for an employee on an on-call fixed schedule.
6. For employees with an on-call rotating schedule, articles 13.09, 13.10, et 13.13 only apply when an employee is called to work during his weeks off or after having worked the minimum guarantee of hours for a given week. For employees with an on-call fixed schedule, the above-mentioned articles only apply once the employee has completed the minimum guarantee of hours for a given week.
7. For wage rates, employees will be remunerated in accordance to the wage rates outlined in the chart below:

<b>SO – HOURLY REMUNERATION</b>					
<b>Date</b>	<b>Level 1</b>	<b>Level 3.1</b>	<b>Level 3.2</b>	<b>Level 3.3</b>	<b>Level 3.4</b>
	<b>Pre-certification</b>	<b>0-2080 hours</b>	<b>2081-4160 hours</b>	<b>4161-6240 hours</b>	<b>6241 hours and more</b>
<b>31-03-2017</b>	\$14.88	\$16.93	\$17.22	\$17.61	\$17.97
<b>30-03-2018 (2,5%)</b>	\$15.25	\$17.35	\$17.65	\$18.05	\$18.42
<b>29-03-2019 (2,25%)</b>	\$15.59	\$17.74	\$18.05	\$18.46	\$18.83
<b>03-04-2020 (2,25%)</b>	\$15.94	\$18.14	\$18.46	\$18.88	\$19.25
<b>02-04-2021 (2,00%)</b>	\$16.26	\$18.50	\$18.83	\$19.26	\$19.64

<b>SCC AND SCT HOURLY REMUNERATION (SO L3.4 + 12.5%)</b>	
<b>31-03-2017</b>	\$20.22
<b>30-03-2018 (2,5%)</b>	\$20.72
<b>29-03-2019 (2,25%)</b>	\$21.18
<b>03-04-2020 (2,25%)</b>	\$21.66
<b>02-04-2021 (2,00%)</b>	\$22.10

8. Employees will continue to benefit from their isolation allowance of \$11,939.20 per year and will be increased in the following way:
  - 29/03/2019 \$12,207.83
  - 03/04/2020 \$12,482.51
  - 02/04/2021 \$12,732.16

9. In addition, employees will benefit from a travel allowance of \$1,200.00 per year. This allowance will be increased to \$1,320.00 as of January 2019. New employee who successfully complete their trial period will receive the prorated portion of this allowance for the current year in accordance to their first day of work.
10. Article 13.11 of the collective agreement is modified for the employees, who are allowed to exchange complete work weeks when they have an on-call rotating schedule, provided the following conditions are respected:
  - The exchange cannot lead to an employee taking more than four (4) consecutive weeks without working;
  - Employees need to make sure they complete their minimal sixteen (16) hours per month, as well as any other predetermined criteria for maintaining their certification.
11. Employees with an on-call rotating schedule may take their annual vacation either during their weeks of work or their weeks off work, provided the following conditions are respected:
  - Employees can take at most one week of vacation during their work weeks at a time, so as to ensure they do not have more than four (4) consecutive weeks without working;
  - Employees need to make sure they complete their minimal sixteen (16) hours per month, as well as any other predetermined criteria for maintaining their certification;
  - Article 14.03 is modified to read, “Vacation pay will be paid out over and above the employee’s regular pay”.
12. If an employee with an on-call rotating schedule takes a vacation week during one of his regular work weeks, this week will be offered to the employees with an on-call rotating schedule that are off work this same week. If an employee agrees to work this week, they shall be remunerated at one and a half (1 ½) times the regular wage rate.
13. Employees with an on-call rotating schedule have a sick leave bank of thirty-two (32) hours per calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) and employees with an on-call fixed schedule have a sick leave bank of sixty-four (64) hours per calendar year. At least one (1) of these hours must be kept in the employee’s sick leave bank in case this employee must take long term sick leave. New hires will receive a sick leave bank proportional to the number of months left in the calendar year.

14. The application of the Letter of Understanding #6 for the priority of temporary assignments at the La Grand Rivière airport will only apply to assignments for which the duration is planned for at least four (4) months, to the extent possible. For assignments of less than four (4) months, or when it is not possible to send an employee that is subject to the collective agreement applicable to Regional Quebec Airports, the priority will go to YUL employees.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 23

## YTM – Integration Into the Collective Agreement for Region Quebec Airports

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

**WHEREAS** the employees work on a seasonal basis at the Mont-Tremblant airport (YTM);

**WHEREAS** the parties recognize that the totality of provisions negotiated for the different bargaining units covered by the document entitled “Collective Agreement for Regional Quebec”, all while protecting the grandfathered rights of the YTM employees;

### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

#### **1. Article 3.01 – Definition of Status**

"Regular Seasonal Employees": Refers to the status of employees at YTM who have completed their probationary period and are required to work a number of hours which varies by season, but which covers all hours required for all the week.

#### **2. Article 11.10 – Recall to Work**

Add the following text to the end of the existing article in the collective agreement:

Upon resumption of airport operations, the Company undertakes to notify the employees at least three (3) weeks before the scheduled return to work. This recall will be done in accordance with the procedure provided for in this article.

Upon return to work following a seasonal resumption of operations, the Company shall ensure that employees receive the appropriate refresher training in accordance with CATSA standards to become familiar with the new procedures of use.

**3. Article 13.02 c) and d) – Hours of Work**

These paragraphs are amended to read, "Any overtime will be offered by seniority order".

**4. Article 13.05 a) – Rest Period Between Work Shifts**

Add the following text to the end of the current article in the collective agreement:

In the event that, exceptionally, the Company can not meet the minimum scheduled rest period between shifts, it will initiate a meeting with the Union to study the possibility of an alternative schedule and work to maximize the possible rest period between these shifts.

**5. Guarantee of Hours**

With the exception of the closed period between operating seasons, the parties agree that employees are paid a minimum of sixteen (16) hours per week.

**6. Article 14 – Annual Vacation**

Only articles 14.02 and 14.09 apply to YTM employees. The annual vacation pay accumulated by YTM employees during the operational seasons is paid to the employees, separately from the regular pay, following the end of each season of operation.

**7. Article 15 – Statutory Holidays**

During the summer season, the statutory holiday allowance will be equal to four (4) hours and will be equal to eight (8) hours during the winter season.

**8. Annexe A – Retention Premium**

The Company will maintain the retention premium of \$ 260.00 / week for periods between operating seasons. This amount is paid in two equal installments to employees who return each new season of operation, during the first and second pay of the new season.

**9. LOU#7 – Temporary Assignments**

The parties agree to add the Mont-Tremblant airport to the list of airports covered by this letter of agreement.

The parties agree that employees at the Montréal airport may temporarily provide pre-board screening services at the Mont-Tremblant airport, such a situation does not constitute a violation of the terms of the collective agreement.

In addition, during shutdown periods, employees at the Mont-Tremblant airport will be considered as a priority for temporary assignments at other airports.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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# LETTER OF UNDERSTANDING # 24

## Signing Bonus

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

Within thirty (30) days of ratifying this agreement, the Company will pay, as a separate deposit, the signing bonus detailed below to all employees active at the time of payment:

Full-time: 1,000.00\$

Part-time: 500.00\$

Inactive employees will receive their signing bonus when they return to work.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## **LETTER OF UNDERSTANDING # 25**

### **Union Leaves During Negotiations**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

The Company agrees to cover fifty per cent (50%) of the wages of the members of the Union's negotiating committee. These wages only include those associated to leaves granted for negotiating session for the renewal of the collective agreement.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976

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## **LETTER OF UNDERSTANDING # 26**

### **Clarification – Hours worked for 25 hours and more**

**BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD**

**AND: SECTION LOCALE TC 1976 (MÉTALLOS)**

For the paragraphs c) and d) of Article 3.01 of the collective agreement for the airports of regional Quebec, the parties have modified the number of hours used to distinguish full-time and part-time employees (increased from 24 to 25 hours).

The objective of this modification was to allow the Company to schedule part-time employees an additional hour a week. The objective was not to modify the status of full-time employees working limited hours at our regional airports.

This letter confirms that the status of employees who had a full-time status at a regional airport will remain unchanged as a result of the above-mentioned modification to the collective agreement.

Signed in Quebec, this 29<sup>th</sup> day of January 2019

Securitas Transport Aviation  
Security Ltd.

United Steelworkers -  
Local TC 1976