

**COLLECTIVE AGREEMENT**

|                      |       |    |    |
|----------------------|-------|----|----|
| SOURCE               | Union |    |    |
| EFF.                 | 95    | 03 | 01 |
| TERM.                | 99    | 02 | 28 |
| No. OF EMPLOYEES     | 40    |    |    |
| NO. OF NON-EMPLOYEES | 80    |    |    |

Between :

**AEROGUARD SECURITY SERVICES**

Hereinafter called "the Employer"

and:

**UNITED STEELWORKERS OF AMERICA**

Hereinafter called "the Union"

March 1, 1995 TO February 28, 1999

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

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

**ARTICLE 2 - RECOGNITION AND JURISDICTION**

**2.01** The Employer voluntarily recognizes the Union as the sole bargaining agent for all its employees in the Ottawa Airport, save and except Shift Supervisors and persons above the rank of Shift Supervisor, office, clerical and sales staff and casual employees.

**2.02** The Union recognizes the Employer as the sole bargaining agent for the employees who are or will be unionized.

**2.03** This agreement only applies to the employees of the Employer covered hereunder, who belong to one or the other of the classifications listed in this agreement.

**2.04** An employee promoted to a position excluded from the bargaining unit shall accumulate seniority for a period of thirty (30) days and may return to his former position within the said thirty-day (30) period.

**2.05** No employee shall be laid off because of sub-contracting.

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

- 2.07**
- (a) This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Ottawa International Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.
  - (b) It is understood by this section that the parties hereto shall not use any leasing device

to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

**2.08** The Employer shall not cause or direct any lockout of employees during the life of this agreement and neither the Union nor any representatives of the Union, nor any employee, shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Employer. Security guards will not engage in any work they do not normally perform.

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

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

- (a) "Probationary employee" shall mean any employee who has not completed a probation period of two hundred and forty (240) worked hours;
- (b) "Regular employee" shall mean any employee who has completed his probation period and who works more than three (3) work shifts per week and a guaranteed minimum of twenty-one (21) hours per week;
- (c) "Part-time employee" shall mean any employee who has completed his probation period and who works less than three (3) work shifts per week or less than twenty-one (21) hours per week;
- (d) "Casual employee" shall mean an employee hired for one of the following purposes:
  1. to replace an employee during his absence;
  2. to work on a special occasion, such as a strike, a lockout, or a cultural or sports activity for a period not exceeding six (6) months; the work shifts performed in the capacity of a casual employee shall not be considered in the computation of the shifts required to attain regular, part-time, or probationary employee status.
- (e) "Work shift" shall mean for the purpose of determining an employee's status, a period of a

maximum of eight (8) hours, excluding breaks for meals, during which the employee shall provide his Employer with requested services.

- (f) "Week" shall mean a seven (7) consecutive day period extending from midnight on the beginning of a given day to midnight at the end of the seventh day. The Employer must indicate his choice to the Union within fifteen (15) days following the execution of this agreement. This choice shall remain in force for the term of this agreement,
- (g) "Spouse" shall mean both the man and the woman who:
  - are married and live together; or
  - are living together as husband and wife and who:
    - have been residing together for three (3) years, or one (1) if a child has been born of their union; and
  - are publicly represented as husband and wife.

#### ARTICLE 4 - MANAGEMENT RIGHTS

**4.01** The Employer maintains the free exercise of all its rights, provided that this collective agreement does not contain a specific provision to the contrary.

**4.02** Without restricting the meaning of the previous paragraph, the Union recognizes the Employer's right in particular:

- (a) to maintain order, discipline and efficiency among the employees;
- (b) to hire, classify, transfer, promote, demote, layoff, suspend or dismiss the employees for just and sufficient cause;
- (c) to enforce rules of safety and discipline as outlined in the Employer's Regulation Book, subject to arbitration and grievance procedures;
- (d) to impose disciplinary measures and to judge the skill, knowledge, efficiency and ability of the employees in accordance with the Employer's

Regulation Book, the whole subject to the arbitration and grievance procedures;

- (e) without restricting the generality of the foregoing, to manage its operations, determine the kind of operations, methods of execution, the work schedule and to decide on expansion, cutbacks, or termination of operations.

**4.03** Employees not covered by this agreement shall not do work normally done by the employees covered by this agreement except:

- (a) in cases of emergency;
- (b) in cases of training of employees;
- (c) whether or not sufficient qualified employees are available.

#### **ARTICLE 5 - UNION PLAN**

**5.01** Employees who are currently members of the Union, or who will become members during the term of this agreement must remain members of the Union for the term of this agreement as a condition of employment,

**5.02** As a condition of his employment, any new employee must become a member of the Union within thirty (30) calendar days following his hiring date. The Employer undertakes to deliver a Union Membership Application Card to any new employee upon his hiring and to return it to the Union duly completed and signed by the new employee at the next remittance of Union dues, in compliance with section 5.04.

**5.03** The Employer shall deduct from its employees' salaries the amount of Union dues set by the Union, as notified in writing by the Union.

**5.04** Within fifteen (15) days following the end of each month, the deductions for Union dues and initiation fees stated in sections 5.03 and 5.06, will be remitted to the Union by cheque made out to the International Treasurer. Such remittance must be accompanied by the list in alphabetical order of the employees who pay Union dues and must indicate the amount paid by each employee as well as the initiation fees collected. The monthly insurance report states the names, in alphabetical order, of all the employees and indicates the number of hours/week worked as well as the total amount of the contribution. This list also states the names of new employees and of those who have terminated their employment.

**5.05** Dues, initiation fees and special assessments deducted during the course of a year, under sections 5.03 and 5.06 of this agreement, will be recorded on the T4 form for each employee's income tax statement for tax purposes and will be remitted to them within the time limits prescribed by the various laws applicable thereto.

**5.06** Upon receipt of each new member's written authorization, the Employer shall collect the Union's initiation fees from each new member and shall remit them to the Union along with the monthly Union dues,

**5.07** The Union undertakes to indemnify the Employer for any claim, lawsuit or liability ensuing from the above provided deductions.

**5.08** At the hiring date of each new employee, the Employer shall give him a copy of the collective agreement and a brochure on group insurance. These documents will have been provided by the Union.

**5.09** The Employer shall contribute towards the Union's education fund one (1) cent per hour worked by each employee. These funds shall be remitted to the Union with the monthly dues mentioned in section 5.04 above.

**5.10** The Employer agrees to increase the insurance premium by \$0.01 per hour to qualify payment towards the USWA Humanity Fund. The Union agrees to administer these funds on behalf of all of its members.

#### **ARTICLE 6 - NO DISCRIMINATION**

**6.01** The Employer and the Union agree not to discriminate against any employee because of his race, language, belief; colour, sex, ethnic origin, political opinion, physical disability, Union membership or Union activities.

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

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

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

**7e03** The Union shall notify the Employer, in writing, of the names of the authorized representatives, delegates and

officers. The Employer need not recognize the Union-authorized representatives, delegates and officers unless this procedure has been followed.

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

- (a) the Union must have made a written request to this effect stating the name(s) of the Union steward(s) for whom the leave is requested, along with the date, duration and purpose of the leave;
- (b) such request must have been made at least ten (10) days in advance;
- (c) that there be no more than two (2) absences at the same time at the Airport;
- (d) that the maximum number of absences under this clause not exceed thirty (30) days, per Union steward, per calendar year.

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

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

**7.07** An employee absent under article 7 shall continue to accumulate seniority during his absence.

**7.08** The Employer, upon forty-eight (48) hours prior notice, shall release the employees whose presence is required at an arbitration hearing and a maximum of one (1) employee to attend bargaining sessions for the renewal of the agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

**8.02** Whenever a grievance concerning the implementation or interpretation of the collective agreement arises, the employee alone or accompanied by his steward or the Union shall submit



his grievance in writing to the Manager or his designate within fifteen (15) calendar days of the event that gave rise to the grievance. In the event of a layoff or recall, the time limit for filing a grievance is within forty-five (45) days of the occurrence giving rise to the grievance.

**8.03** The Manager or his assistant shall render his decision in writing within fifteen (15) days of receipt of the grievance.

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

**8.05** Policy grievance

When several similar individual grievances are raised, they may thus be submitted through a common document and may be treated collectively, in order to simplify procedure and avoid repetition.

**8.06** A probationary employee may not file a grievance concerning his dismissal, layoff or any other form of termination, and the same applies to a casual employee.

**ARTICLE 9 - ARBITRATION**

**9.01** Failing a settlement, the grievance may be referred to arbitration by written notice addressed to the other party within thirty (30) days of the expiry of the time limit for conferring such decision.

**9.02** The parties shall agree to submit the grievance to a sole arbitrator among the following persons: Richard Abbott, David Kates, and Michael Bendel.

Grievances will be submitted to arbitrators in rotation. Should an arbitrator be unable to grant a hearing date within ninety (90) days of the request made to him, the grievance will be referred to the subsequent arbitrator on the list. Whenever a grievance is submitted to an arbitrator, the Union shall inform the Employer of the name of the arbitrator to whom the grievance has been referred. If the Employer notes that the rotation has not been respected, he must inform the Union within fifteen (15) days of receipt of the aforementioned notice and the Union undertakes, in this case, to refer the grievance to the arbitrator to whom it should have been submitted.

If none of the aforementioned arbitrators can act within the ninety-day (90) time limit mentioned above, the parties shall endeavour to agree upon the choice of another

arbitrator. Failing agreement, one or the other of the parties may apply to the Minister of Labour.

**9.03**            Powers of the Arbitrator:

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

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

**9.05**            Arbitration fees:

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

**9.06**            The time limits mentioned above in articles 8 and 9 are imperative. However, they may be extended through written agreement between the parties.

**ARTICLE 10 - HEALTH AND SAFETY**

**10.01**            The Employer will take the necessary steps to ensure the employees' safety and to protect their health.

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

**10.03**            The Employer and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Employer to ensure safe, health and hygienic working conditions.

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

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

**10.06**            (a) The Employer shall assist the injured worker in

completing the W.C.B. form.

- (b) Upon his return to work, the employee shall resume his employment, if it still exists, or another employment according to his seniority rights.

**10.07** An employee assigned to x-rays shall not perform his work for more than twenty (20) consecutive minutes.

#### ARTICLE 11 - SENIORITY

**11.01** General seniority is the length of continuous service of an employee employed by his Employer. General seniority shall be acquired once the probation period of two hundred and forty (240) worked hours is completed, and shall be retroactive to the employee's first day of work.

**11.02** In the event that several employees start work on the same day, the oldest employee shall be deemed to have the most seniority.

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

Work is considered "continuous" as long as it is not interrupted for any of the following reasons:

- (1) voluntary severance;
- (2) dismissal for just cause;
- (3) absence from work for more than three (3) consecutive working days without notice, or without a valid excuse for not giving notice.
- (4) failure to return to work within seven (7) days of recall;
- (5) upon recall, refusal to accept an employment offer in a regular classification;
- (6) absence due to illness or injury, other than a work injury, for a period of more than eighteen (18) calendar months;
- (7) layoff for a period of more than eighteen (18) calendar months.

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

**11.05**      Seniority list:

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

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

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

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

**11.07**      Employment classification:

1. For application purposes of seniority rights, the employees shall be divided in four (4) separate groups as follows:
  - regular employees
  - part-time employees
  - probationary employees
  - casual employees

The casual employee shall not accumulate seniority and shall not acquire the status of regular employee.

2. General principle:

In all cases of vacant or new positions and in all cases of layoff and recall, the preference of employment maintenance shall first be granted to the qualified regular employee who has the most seniority with the Employer. If there are no qualified employees or candidates in the first seniority group, the seniority right shall apply to the employees of the second group, namely the part-time employees. If there are no

qualified employees or candidates in this seniority group, the Employer may call probationary employees or casual employees.

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

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

**11.09** Vacant or newly created positions:

(a) The vacant or newly created position notice shall contain the following comments:

- regular or part-time position
- qualifications for this position
- hourly salary rate

The employees shall have five (5) calendar days in which to inform the Employer of their application.

(b) Upon receipt of these applications, the Employer will fill the position with the candidate who has the most seniority with the Employer, provided he can perform the normal requirements of the job. Regular employees shall have priority over part-time employees.

(c) The Employer has ten (10) working days after the vacancy to fill the position. During this period, the position shall be filled at the Employer's discretion.

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

**11.10** Layoff:

In all layoff cases, the employee who has the least seniority in the concerned employee group is the first to be laid off, provided that the employees who remain at work can

perform normally the work of the concerned employment classification. Any laid off regular employee has priority of employment over any part-time employee, probationary employee or casual employee.

**11.11** Except under circumstances beyond one's control, when laid off, the employee shall receive a written notice of at least seven (7) calendar days. Such notice need not be forwarded to the casual employee nor to the employee who has not completed two hundred and forty (240) hours of continuous service with the Employer.

**11.12** Call back:

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

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

**11.14** The Employer who dismisses an employee who has completed two hundred and forty (240) hours of continuous service with such Employer is required to give the employee, except if the latter is dismissed for just cause:

- (a) at least two weeks' (2) prior written notice of its intention to terminate his employment at a specific date, or
- (b) instead of such prior notice, two (2) weeks of salary at his regular salary rate for his regular working hours.

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

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

**11.17** A casual employee may not acquire regular employee status, and shall not accumulate seniority.

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

**11.19** If the Employer requires regular employees, he shall first call upon the part-time employees before selecting workers from the outside.

**11.20** Regular employees who work less than forty (40) hours a week and who request it shall have priority, by order of seniority, over part-time employees to perform unassigned work that becomes available, up to the limit of the regular work week.

## **ARTICLE 12 - WAGES**

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

**12.02** Wages shall be paid in cash in a sealed envelope, by check or by direct deposit.

**12.03** Employees shall be paid at regular intervals not exceeding sixteen (16) days.

**12.04** Employees shall receive their wages personally on the work premises and during a working day, except when the payment is made by direct deposit or is sent by mail at the employee's request.

Wages may also be remitted to a third party upon the employee's written request.

**12.05** When the regular pay day falls on a holiday referred to in article 15 hereof, wages shall be paid to the employee on the preceding work day.

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

- (1) the Employer's name;
- (2) the employee's last name and given name;
- (3) the employee's classification;
- (4) the payment date and its corresponding work period;
- (5) the number of hours paid at the applicable rate

during the hours of the regular work week;

- (6) the number of overtime hours paid, at the applicable increase factor;
- (7) the nature and amount of premiums, indemnities or allowances issues;
- (8) the wage rate;
- (9) the amount of gross wages;
- (10) the nature and amount of deductions made;
- (il) the amount of take-home pay.

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

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

**12.9** The Employer may deduct wages only when compelled by law, a court order, a collective agreement, or when authorized by a document signed by the employee.

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

### **ARTICLE 13 - WORKING HOURS**

**13.01** (a) For overtime calculation purposes, the standard work week is forty (40) hours divided if possible into consecutive days. The work week starts at 00:01 a.m. on Monday morning.

It is understood however, that the paid meal period mentioned in section 13.04 (a) is not included in the calculation of the number of hours worked per week or per day.

- (b) Whenever a federal government regulation establishes otherwise for an employee covered by this agreement, the new standard work week shall replace the work week provided for in this agreement.
- (c) A shift of a regular or part-time employee may not exceed eight (8) hours.



- 13.02** (a) Work performed in excess of forty (40) hours per week and eight (8) hours of work per day is considered as overtime and paid at the regular wage rate increased by fifty percent (50%) excluding hourly-based premiums.
- (b) The Employer shall endeavour to distribute overtime work as fairly as possible at the airport. For purposes of overtime work distribution, the refusal of an employee to work overtime shall be considered as overtime work performed.
- 13.03** (a) In establishing work schedules for part-time and regular employees, the Employer should take into consideration the employees' preferences while respecting seniority.
- (b) A regular employee may not work more than seven (7) consecutive days whether included in the same week or not, failing which, as of the eighth (8th) day, he will be paid at the rate of time and one-half.
- (c) If it becomes necessary to modify or establish schedules, the Company shall take the initiative of meeting with the Union.
- 13.04** (a) An employee shall have a meal period of thirty (30) minutes with pay for each five hour (5) working period. It is understood that this meal period shall be taken by the employee at a suitable time.
- (b) The employees shall benefit from a minimum of two (2) rest periods of fifteen (15) minutes per shift.
- 13.05** An employee shall be deemed to be working when he is at his Employer's disposal on the work premises and is required to wait until he is assigned work.
- 13.06** For purposes of computing overtime, annual vacations and paid holidays which fall on an employee's normally scheduled work day shall be deemed to be working days. The Employer shall undertake not to unduly change the work schedules.
- 13.07** For purposes of computing the standard work week, a shift shall belong to the calendar day on which it begins.
- 13.08** The following week's schedule of employees assigned to regular contracts shall be posted in the workplace by the

Employer. Should a grievance concerning an employee's work schedule occur, the Employer, at the Union request, shall supply the Union with a copy of this employee's work schedule.

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

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

**13.11** Inasmuch as possible, the Manager or his authorized representative shall endeavour to grant shift changes between two (2) employees, the whole subject to the following conditions:

- (a) that the change be requested in writing on a form provided for such purpose by the Employer and signed by the two (2) employees involved at least three (3) days in advance;
- (b) that the two (2) work shifts be scheduled within the same work week;
- (c) that the change in work shifts not result in the payment of any overtime;
- (d) that the change in work shifts not harm operations;
- (e) that any debit or credit in salary caused by any reason whatsoever (i.e. late arrival for work or payment of a statutory holiday) be attributed to the employee who actually performs the work.

#### **ARTICLE 14 - ANNUAL VACATION**

**14.01** The reference year shall be a period of consecutive months during which the employee shall progressively acquire the right to a vacation.

This period shall extend from July 1, 1988 to April 30, 1989 and afterwards, from May 1 of the previous year to April 30 of the current year.

**14.02** All employees governed by this agreement shall be

entitled to paid vacation based on their gross earnings for the reference year, as provided in article 14.01.

| <u>Entitlement</u>   | <u>vacation</u>  | <u>indemnity</u>      |
|--|--|-----------------------|
| (at end of reference year)   |  |                       |
| less than 1 year's<br>service with Employer                                    | one (1) day of vacation<br>per month - max of 10<br>per year | 4% of <i>earnings</i> |
| one (1) year and less<br>than 5 years' continuous<br>service with the Employer | ten (10) days vacation                                       | 4% of earnings        |
| Five (5) years' or more<br>continuous service with<br>Employer                 | 15 days vacation   | 6% of <i>earnings</i> |

Part-time employees will receive vacation based on the number of days they are regularly scheduled to work in a week.  
Ex: A part-time employee with one year but less than 5 years of continuous service with the Employer, who is regularly scheduled to work 2 days per week, would receive 4 days of vacation at 4% of earnings.

An employee with 5 or more years of continuous service with the Employer who is regularly scheduled to work 2 days per week would receive 6 days of vacation at 6% of earnings.

**14.03** Employees shall receive their vacation pay at the same time as they receive their regular pay preceding their departure on vacation.

**14.04** Vacations shall not be transferable from one year to the next.

**14.05** Employees will choose their vacation date in general seniority order. Between April 15 and April 30, they will inform the Employer of their preference. To avoid a shortage of qualified employees, the Employer reserves the right to determine the number of employees who can leave the Airport simultaneously.

An employee is entitled to know the date of his annual vacation at least four (4) weeks in advance. This notice must be in writing.

**14.06** The Employer is forbidden to replace the vacation referred to in article 14.01 with a compensatory indemnity except for the third week if an agreement exists between the employee and Employer to this end.

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

**ARTICLE 15 - PAID HOLIDAYS**

**15.01** For implementation purposes of this agreement, the following nine (9) days are paid holidays under the terms and conditions outlined below:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Labour Day
6. Thanksgiving Day
7. Remembrance Day
8. Christmas Day
9. Boxing Day

**15.02** The Employer shall continue to grant and pay the paid statutory holidays mentioned in article 15.01 according to the requirements of Part III of the Canada Labour Code and the regulations thereunder.

**ARTICLE 16 - PERSONAL LEAVES**

- 16.01**
- (a) In the event of the death of a family member or of more than one family member simultaneously, an employee shall be entitled to three (3) days of paid leave of absence, including the day of the funeral and the two (2) preceding days, provided these days are scheduled days of work. Family member includes:- spouse, father, mother, children, brother or sister.
  - (b) upon the death of a father-in-law, mother-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to one (1) day of paid leave of absence, namely the day of the funeral, provided that day is a scheduled day of work.
  - (c) However, these days shall not be payable if they fall within the employee's vacation or leave period authorized by this agreement.
  - (d) An employee may be absent from work for one (1) day without loss of wages on his or her wedding day. An employee may also be absent from work without pay on the wedding of one of his or her

without pay on the wedding of one of his or her children or for two (2) days on the birth or adoption of a child.

**16.02** The Employer is entitled to require a medical certificate substantiating the employee's injury or illness whenever he doubts the validity of the reason cited. Any such medical certificate requested by the Employer shall be paid for by the Employer.

**16.03** The Employer must take back in his employment or in a similar employment, any employee who has had to be absent from work due to injury or illness, for a period not exceeding eighteen (18) months.

**16.04** (a) Court leave

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

(b) Jury and Crown Witness leave

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

**16.05** Public Office Leave

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

**ARTICLE 17 - MATERNITY LEAVE**

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

**ARTICLE 18 - UNIFORMS**

**18.01** The Employer shall supply, at its expense, the uniform it requires its employees to wear, except for shirts, blouses, ties, socks, belts and shoes. Those parts of the uniform provided at the Employer's expense shall remain the property of the Employer.

**ARTICLE 19 - DISCIPLINE**

**19.01** Any disciplinary measure may give rise to a grievance, in accordance with the procedures provided for in article 8 of this collective agreement.

**19.02** It is forbidden for the Employer to apply any disciplinary, discriminatory or other measure to an employee because she is pregnant.

An employee who believes that her pregnancy has been the cause of a disciplinary, discriminatory or other measure may submit her grievance according to the procedures provided for in article 8.

**19.03** In all cases of disciplinary measures, the Employer must inform the employee of the discipline imposed upon him, in writing, stating the incident or the reason which justifies the disciplinary measure.

**19.04** In order for the disciplinary measure to be valid and imposed upon the employee, the Employer must remit a copy of such measure to the Union within ten (10) days thereof.

**19.05** Any disciplinary measure which is cancelled following a decision made by the Employer or an arbitrator, must be withdrawn from the employee's record.

**19.06** If an employee is summoned to the Employer's office for disciplinary reasons, he may be accompanied by a Union steward if he so wishes.

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

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

**19.09** Any disciplinary report pertaining to a bargaining unit employee sent by the Employer to the Department of Justice or to any other body derived therefrom, must be forwarded to the said employee and to the Union as quickly as possible in order to allow them to make the necessary representations, if applicable.

**19.10** Any disciplinary report filed in an employee's record may not be used for disciplinary purposes after a twelve (12) month period, provided that the employee has not committed any other similar offence during the said twelve (12) month period.

**19.11** There shall be only one (1) employee personnel file and the employee shall have access to review his/her file two times per year while a duty manager or his designate are available.

**19.12** If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been suspended or discharged unjustly or unreasonably or that such penalty was too severe, the Employer shall:

1. put the employee back on his job with no loss of seniority, and;
2. pay to the employee either the amount he would have earned plus benefits had he been working, less any outside earnings.

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

1. rescind the penalty, or
2. reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Board of Arbitration as the case may be.

#### **ARTICLE 20 - INSURANCE PREMIUM**

**20.01** For the term of this agreement, the Employer agrees to contribute towards the Employee Benefit Plan as outlined below for each hour worked by each employee, plus the additional \$0.01 per hour as set out in article 5.10. Said contribution shall be remitted to the Union once per month. The Union agrees to administer the Employee Benefit Plan.

#### **Effective**

| <u>Mar 1/95</u> | <u>Mar 1/96</u> | <u>Mar 1/97</u> | <u>Mar 1/97</u> |
|-----------------|-----------------|-----------------|-----------------|
| \$0.28          | \$0.31          | \$0.34          | \$0.37          |

#### **ARTICLE 21 - LEAVE OF ABSENCE**

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



**21.02** Upon written request to the Employer's Operations Manager, a leave of absence, without pay or participation in any benefit, shall be granted on behalf of no more than one (1) employee chosen by the Union to work for the Union full time. This leave of absence shall be for a one (1) year period and is not renewable.

**21.03** Any leave of absence of more than thirty (30) days must be signed between the employee, the Union and the Employer.

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

#### **ARTICLE 22 - POSTING OF NOTICES**

**22.01** The Employer shall place at the Union's disposal, in the former's offices and available to the employees, a bulletin board where the Union may post notices related to its elections, meetings and social functions. No notice will be posted without first having been signed by an authorized Union representative and an authorized Employer's representative. Six (6) times per year, the Union may ask the Employer to include a folded sheet containing information directed to its members in each employee's pay envelope.

#### **ARTICLE 23 - INDUSTRIAL RELATIONS COMMITTEE**

**23.01** Within thirty (30) days of the coming into effect of this collective agreement, the parties will form an Industrial Relations Joint Committee of a maximum of two (2) members appointed by the Employer and a maximum of two (2) members appointed by the Union.

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

- (a) develop good relations between the Union and the Employer by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit.
- (b) make recommendations to the parties.

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

#### **ARTICLE 24 - TERM**

**24.01** This agreement shall come into effect March 1, 1995 and remain in full force until February 28, 1999. Subsequently,



the agreement shall continue to bind the signatories month after month, except if a written notice to perform from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

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

IN WITNESS WHEREOF the parties hereto have signed this agreement this day of *April* 1995 at Ottawa, Ontario.

FOR THE EMPLOYER  
*David Thomas*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION  
*[Signature]*  
*Jay Sagne*  
*Réal Lemire*

**APPENDIX "A"**

| # of hours worked<br>(as of 1st Monday<br>following completion) | <u>March 1<br/>1995</u> | <u>March 1<br/>1996</u> | <u>March 1<br/>1997</u> | <u>March 1<br/>1998</u> |
|---|-------------------------|-------------------------|-------------------------|-------------------------|
| 0-500   | \$7.75                  | \$7.75                  | \$7.75                  | \$7.75                  |
| 501-1,000   | 8.00                    | 8.00                    | 8.00                    | 8.10                    |
| 1,001-1,500   | 8.55                    | 8.55                    | 8.55                    | 8.70                    |
| 1,501-2,080   | 9.05                    | 9.05                    | 9.05                    | 9.20                    |
| 2,080 +   | 9.85                    | 9.95                    | 10.10                   | 10.30                   |

**Lead hand to receive \$1.00 per hour premium when performing lead hand responsibilities and duties.**

As of March 1, 1992, any employee earning the \$9.50 rate will maintain his/her rate and any with less than 1200 hours worked March 1, 1992 will be subject to the above scale.

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