

# **COLLECTIVE AGREEMENT**

- Between -

**GARDA SECURITY SCREENING INC.**

(herein referred to as the “Employer”)

- And -

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

**(UNITED STEELWORKERS)**

(herein referred to as the “Union”)

Covering:

**Kingston, Mount Hope, Sarnia, Sudbury, Sault Ste. Marie,  
Timmins, Waterloo, Windsor.**



**April 1, 2015 to March 31, 2018**

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## **ARTICLE 1 - RECOGNITION AND JURISDICTION**

**1.01** As per the Certification Orders issued by the Canada Industrial Relations Board, Garda Security Screening Inc. recognizes the United Steelworkers as the bargaining agent for all its employees at the following airports in the Province of Ontario.

- (a) All employees of Garda Security Screening Inc. working at the John C. Munro Hamilton International Airport, Hamilton, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (b) All employees of Garda Security Screening Inc. working at the Sarnia Chris Hadfield Airport, Sarnia, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (c) All employees of Garda Security Screening Inc. working at the Greater Sudbury Airport, Sudbury, Ontario, excluding screening point managers and those above the rank of screening point manager
- (d) All employees of Garda Security Screening Inc. working at the Sault Ste. Marie Airport, Sault Ste. Marie, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (e) All employees of Garda Security Screening Inc. working at the Timmins Victor M. Power Airport, Timmins, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (f) All employees of Garda Security Screening Inc. at the Kitchener/Region of Waterloo Airport, Breslau, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (g) All employees of Garda Security Screening Inc. working at the Windsor International Airport, Windsor, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (h) All employees of Garda Security Screening Inc. working at the Norman Roger Airport, Kingston, Ontario, excluding screening point managers and those above the rank of screening point manager.
- (i) This document constitutes separate Collective Agreements applying to each respective airport in Articles 1.01(a) to (h) above. The duration and terms of the Collective Agreements are reflected in the following Articles.

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

- 1.03** (a) No employee shall be laid-off because of sub-contracting unless the nature of the services to be subcontracted is outside the present duties of the employee group and the Employer is unable to retrain the employees in a reasonable time period.
- (b) The Employer shall notify the union in writing of their intent to contract out work prior to the work being done.
- 1.04** The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.
- 1.05** (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- 1.06** The Employer shall not cause or direct any lockout of employees during the life of this Agreement and neither the Union nor the employees shall in any way authorize, encourage or participate in a strike, stoppage, slowdown, or restriction of work, or service, or threat thereof. Employees will not engage in any work that is outside the scope or requirements of this Collective Agreement.

## **ARTICLE 2 - PURPOSE OF AGREEMENT**

- 2.01** 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.
- 2.02** Wherever the masculine is used herein it shall also mean to include the feminine.

## **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 ninety (90) days of employment with the Employer following the completion of the Screening Foundation program. For employees hired with CATSA certification, this period shall be ninety (90) days from the date of hire with the Employer.
- (b) "Full-time employee" shall mean any employee who has completed his probation period and regularly works a minimum of twenty-four (24) hours per week.
- (c) "Part-time employee" shall mean any employee who has completed his probation period and who works less than twenty-four (24) hours per week.

- (d) "Work shift" shall mean, for the purpose of determining an employee's status, a period as defined in Article 14.02.
- (e) "Week" shall mean a seven (7) consecutive day period extending from midnight on the beginning of Sunday to midnight at the end of the following Saturday.
- (f) "Spouse" includes 'common-law spouse' and shall mean a couple who:
  - Are married and live together; or
  - Are living together as partners and who:
 

Have been residing together for a period of six (6) months and are publicly represented as a couple.
- (g) "Base Administrator" shall, in addition to performing screening duties when required, perform administrative duties that do not include administering or recommending discipline, hiring/firing or determining promotions, involvement in the grievance procedure on behalf of management.
- (h) The Employer shall provide the Union with copies of job descriptions for the following positions: Screening Officer, Training Team Leader, Team Leader, and any other position instituted by the Employer.

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

- 4.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the company except as specifically limited by the provisions of the agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
  - (b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, dismiss, suspend or otherwise discipline employees. It is recognized that the exercise of these rights must be carried out in a fashion that is fair and equitable. A claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 8 of the Agreement; and
  - (c) To determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.
  - (d) Written disciplines or evaluations may be issued only by the supervisors and those above.
  - (e) Agents acting in a Team Leader capacity will carry out the duties and responsibilities as outlined in the Passenger Pre-board Team Leader position description. Agents will be selected for Team Leader training and certification based upon seniority, qualifications for the function and on an interest as acting as a Team Leader when required. In the event of limited training positions, with all other factors being relatively equal, seniority shall be the determining factor.

- (f) Agents will be selected to act in a Team Leader capacity based upon a method agreed to by the Union and Management. The method will be based upon equal opportunity for all agents trained in the Team Leader capacity to obtain available Team Leader hours.
- 4.02** Employees not covered by this Agreement shall not do work normally done by the employees covered by this Agreement except:
- (a) In cases of emergency.
  - (b) In cases of training of employees.
  - (c) Where sufficient qualified employees are not available.
  - (d) To maintain CATSA certification. In such case, the manager will not replace a bargaining unit employee and will be an additional person on the line.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01** It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective his date of employment.
- 5.02** The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to United Steelworkers, 2285 St. Laurent Boulevard, Unit D-11, Ottawa, Ontario K1G 4Z7.
- 5.04** A statement containing the following information shall accompany the remittance and the R-115 form:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - (b) A list of the names of all employees from whom no deductions have been made and reasons;
  - (c) This information shall be sent to both Union addresses identified in Article 5.02 in such form as shall be directed by the Union to the Employer.
- 5.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.
- 5.06** The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

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

**5.09 Humanity Fund**

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

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

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

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

**ARTICLE 6 - NO DISCRIMINATION**

- 6.01** The Employer and the Union agree not to discriminate against any employee because of his age, race, language, belief, colour, sex, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other grounds prescribed by law.
- 6.02** The Employer and the Union agree to abide by the provisions of the Canadian Human Rights Act, which is incorporated herein by reference.
- 6.03** The Employer and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.
- 6.04** For the purposes of this Article, "Sexual Harassment" includes:
- (a) Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted; or
  - (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
  - (c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial



of opportunity, for refusal to comply with a sexually oriented request; or

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

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

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

**6.07 Respectful Work Environment**

- (a) The parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).
- (b) Where an individual has a legitimate cause for concern in relation to the above, he may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of the complaint, the receiving party shall advise the other party in writing of said complaint.
- (c) Thereafter, the parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within thirty (30) days of the filing of the complaint.
- (d) Without limiting the Employer's management rights pursuant to the Collective Agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.

**ARTICLE 7 - UNION REPRESENTATIVES**

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

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

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

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

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

- (b) Such request must have been made at least five (5) days in advance except in cases of emergency;
- (c) That there be no more than five (5) employees absent at the same time at the station; unless an emergency situation exists.

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

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

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

**7.08** The Employer, upon twenty-four (24) hours prior notice, shall release the employees whose presence is required at an arbitration hearing; and employees appointed or elected by the Union to attend bargaining sessions for the renewal of the Agreement.

**7.09 Payment While On Union Leave**

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

**7.10** The Employer will cover the lost wages of employees on the Negotiation Committee when meeting with the Employer for the renewal of the Collective Agreements, up to a maximum of one hundred and fifty (150) hours per contract renewal. (Inclusive for all eight [8] airports).

**ARTICLE 8 - GRIEVANCE PROCEDURE**

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

**8.02 STEP 1**

Whenever a grievance concerning the implementation or interpretation of the Collective Agreement arises, the grievance shall be submitted in writing to the Screening Point Manager or his designate within ten (10) working days of the event that gave rise to the grievance. In the event of a layoff or recall, the time limit for filing a grievance is within thirty (30) working days of the occurrence giving rise to the grievance. The Screening Point Manager or his designate shall meet with the grievor and his steward within ten (10) working days of the submission of the grievance.

**8.03 STEP 2**

If the decision of the Operations Manager or his designate is not acceptable to the Union, then the grievance must be submitted to the Director of Labour Relations or his designate who shall within

five (5) working days of receipt of the grievance hold a meeting with the Union grievance committee who may be accompanied by a Staff Representative of the International Union / Local Union representative. A decision in writing will be sent to the Union within five (5) working days of the meeting.

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

**8.05 Group/Policy Grievance**

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

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

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

**ARTICLE 9 - ARBITRATION**

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

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

If none of the aforementioned arbitrators can act within the ninety-day (90) time limit mentioned above, the parties shall 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 may be extended through mutual agreement between the parties. Such agreement shall not be unreasonably withheld.

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

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

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

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

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

The Joint Health and Safety Committee shall consist of one (1) member selected by the Union to represent the Union members and one (1) member from Management. The Committee shall meet as required and in any event at least once per month.

The time spent in meetings shall be paid by the Employer at the employee's regular or premium rate as may be proper.

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

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

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

**(b)** Upon his return to work the employee shall resume his employment, if it still exists, or another employment according to his seniority rights, provided that the employee can perform the essential duties of the position having regard to the provisions of the Canadian Human Rights Act and the applicable Workers Compensation Statute. An employee assigned to x-rays/screen, wandng, E.D.T, E.D.X , C.T.X and front check shall not perform his work for more than the length of time prescribed by the applicable

regulatory authority. No employee will leave his post until he has first been relieved. The Employer agrees that all employees subjected to ionizing radiation, such as that emitted by X- ray, may be required on occasion as determined by the Joint Health and Safety Committee (JHSC) to wear radiation dosimeters while at work to determine exposure level. The Employer recognizes that all monitoring, testing, evaluation, etc. of such testing shall be in compliance with standards and guidelines of Health Canada. Copies of all monitoring information and results shall be provided to the Joint Health and Safety Committee.

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

## **ARTICLE 11 - SENIORITY**

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

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

- (1) First shift worked; and
- (2) Date and time of application received.

### **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 reasonable and 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 twenty-four (24) calendar months;
- (7) Layoff for a period of more than twenty-four (24) calendar months;
- (8) Uses an authorized leave of absence other than for the purpose granted and extended;

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

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

**11.05 Seniority List**

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

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

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

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

**General Principle**

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

**11.07 Employment Classification**

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

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

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

**11.09 Vacant or Newly Created Positions**

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

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

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

- (b) Upon receipt of these applications, the Employer will fill the position with the candidate who has the most seniority with the Employer, provided he can perform the normal requirements of the job.
- (c) The Employer has five (5) working days after the vacancy to fill the position. During this period, the position shall be filled at the Employer's discretion.
- (d) Once the position has been filled, the Employer shall post the name as well as the seniority of the person who has obtained the said position. It is understood that any employee who believes he has been wronged by the employer's decision may submit a grievance upon knowledge of the employer's choice.

#### **11.10 Layoff**

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

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

#### **11.12 Recall**

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

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

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

- (a) At least two (2) weeks prior written notice of its intention to terminate his employment at

a specific date, or

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

Except if the latter is dismissed for just cause.

- 11.15 In the case of a layoff, the Union steward shall be considered as having the most seniority in his group. The Union shall provide the Employer with the stewards' names.
- 11.16 The Employer and the Union will attempt to find suitable employment for an employee whose physical ability is reduced following a work injury or as a result of his age.
- 11.17 If the Employer requires regular employees, part-time employees shall have first right of refusal before selecting workers from the outside.

#### **11.18 Transfers**

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

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

### **ARTICLE 12 - NEUTRALITY**

#### **12.01 Introduction**

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

#### **12.02 Neutrality**

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

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



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

### **ARTICLE 13 - WAGES**

- 13.01** No benefits of monetary value shall be considered in computing the minimum wage.
- 13.02** All wages shall be paid by direct deposit except for final pay cheque upon termination of employment.
- 13.03** Employees shall be paid bi-weekly on Thursdays unless mutually agreed otherwise between the Employer and the Union.
- 13.04** Employees shall receive their pay statements personally on the work premises or by electronic means, as communicated by the Employer.

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

- 13.05** When the regular payday falls on a holiday referred to in Article 15 hereof, wages shall be paid to the employee on the preceding workday. Paydays may vary upon mutual agreement between the Employer and the Union.
- 13.06** The Employer shall remit to the employee, at the same time as his wages, a pay statement with sufficient information to allow him to check the computation of his wages. This pay statement shall contain the following data, specifically:
- (1)** The Employer's name;
  - (2)** The employee's last name and given name;
  - (3)** The payment date and its corresponding work period;
  - (4)** The number of hours paid at the applicable rate during the hours of the regular work week;
  - (5)** The number of overtime hours paid, at the applicable increase factor;
  - (6)** The nature and amount of premiums, indemnities or allowances issues;
  - (7)** The wage rate;
  - (8)** The amount of gross wages;
  - (9)** The nature and amount of deductions made;
  - (10)** The amount of take-home pay.

- 13.07** For the term of this Agreement, the Employer shall pay the wages provided in Schedule "A".
- 13.08** The employee's acceptance of a pay statement does not constitute waiving of payment of all or part of the wages to which he is entitled.
- 13.09** The Employer may deduct wages only when compelled by law, a court order, a Collective Agreement, or when authorized by a document signed by the employee.
- 13.10** Except where seniority is being applied, an employee transferred to another task at the Employer's request shall be paid at the highest rate of his regular task or of the new task to which he is assigned, whichever is greater.

**13.11 New or Changed Job Classification**

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in the Wage schedule, or if any job classification(s) have been overlooked in this wage schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach an agreement, then the dispute will be settled through the grievance and arbitration procedure contained in this Agreement.

**13.12 Errors or Omissions**

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

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

- 14:01** The standard workweek for an employee covered by this Agreement is up to forty (40) hours divided into consecutive days starting on Sunday at 00:01 a.m.
- 14.02**
- (a) The standard work shift of an employee may vary with the needs of the operation and will be done in consultation with the Union and may vary by location. This may include eight (8), ten (10) or twelve (12) hour shifts including rest breaks.
  - (b) The Employer will not schedule any non-standard shifts without a consultation with the Union.
  - (c) If it becomes necessary to modify or establish work schedules, the Employer will take the initiative of meeting with the Union to review staffing requirements and develop schedules in accordance with the Letter of Understanding attached to this Collective Agreement.
  - (d) In establishing work schedules for employees, the Employer shall take into consideration the employees' preferences while respecting seniority.
  - (e) The minimum length of a shift will be four (4) hours.

- 14.03** Hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the standard hourly rate unless scheduled hours exceeds the standard.
- 14.04** A regular employee will not work more than seven (7) consecutive days, whether included in the same week or not, failing which, as of the eighth (8) day she/he will be paid at the rate 1 ½ times the standard hourly rate.
- 14.05** Employees will be allowed to exchange shifts subject to management approval, which will not be unreasonably withheld. Employees must notify the employer, in writing, twenty-four (24) hours in advance of any planned exchanged shifts. Any shift worked by an employee as a result of a shift exchange (with the exception of permanent shift exchanges that are approved by management) will not constitute a day worked for the purposes of Article 14.04.
- 14.06** No shifts will be scheduled with less than eight (8) hours rest between shifts unless by mutual agreement.
- 14.07** For purposes of computing overtime, annual vacations and paid holidays, which fall on an employee's normally scheduled workday, shall be deemed to be working days. The Employer shall undertake not to unduly change the work schedules.
- 14.08** (a) Employees will be allowed a meal period of thirty (30) minutes with pay for each shift worked to be taken as close as possible to the mid-point of the shift.
- (b) Employees will also be entitled to a twenty (20) minute paid break as close as possible to the mid-point of each four (4) hour interval, however, the employee must remain on site and respond to any emergency that may occur. Add one twenty (20) minute paid break for every three (3) complete hours worked.
- (c) The minutes of settlement re: Grievance #26-OTT-2006 are hereby incorporated by reference and attached to the Agreement.
- 14.09** (a) An employee who reports for work and has not been advised not to do so prior to the start of her/his scheduled shift and no work is available, will be paid a reporting allowance equal to four (4) hours at the employees standard hourly rate.
- (b) An employee who reports to work at the Employer's specific request or in the normal course of his employment and does not have work available, or an employee who works less than four (4) consecutive hours, is entitled to an indemnity equal to four (4) hours of his actual rate unless the overtime premium entitles him to a higher amount.
- (c) An employee who reports to work more than once during a work day at the Employer's express request shall be entitled to at least four (4) paid hours for each time he reports to work in this way.
- 14.10** For purposes of computing the standard workweek, a shift shall belong to the calendar day on which it begins.
- 14.11** The following week's schedule of employees assigned to regular contracts shall be posted in the workplace by the Employer. Should a grievance concerning an employee's work schedule occur the Employer, at the Union's request, must supply the Union with a copy of this employee's work schedule.

- 14.12** The Employer and the Union agree that the distribution of overtime will be done as equitable as is practical. With this in mind the parties agree to develop specific overtime procedures at each airport with the view of distributing overtime in a fair and equal manner.
- 14.13** An employee who has already left the work site after the end of his regular shift and is called out to work shall be paid the overtime rate for each hour worked but in any event, he shall not be paid less than four (4) hours at his hourly rate.
- 14.14** An employee already scheduled to work or working may be asked to report to work early or remain at the work site, shall be paid for these additional hours as per the Collective Agreement.
- 14.15 CALL-IN PROCEDURE**
- (a) The Employer shall maintain a list of employees who shall be offered work in accordance with their specified availability when shifts become available. Employees on the call-in list who are available without incurring overtime shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. The list will be posted and a copy of the list given to the Unit Chairperson.
  - (b) Each call will be recorded as "accepted", "no answer" or "refused". Where the Employer obtains only an answering machine, the call shall be considered "no answer". Employees who receive a message from the Employer with respect to available work must contact the Employer and indicate whether or not they accept or refuse the work. No response shall be considered a refusal on the part of the employee.

## **ARTICLE 15 - ANNUAL VACATION**

- 15.01 (a)** The reference year for vacation purposes shall be a period of consecutive months during which the employee shall progressively acquire the right to a vacation.
- (b)** This period shall extend from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year and will be awarded in the vacation year beginning January 1 of the following year.
- 15.02 (a)** All employees governed by this Agreement shall be entitled to paid vacation based on their gross earnings for the reference year, as provided in Article 15.01. Entitlement shall be the employees' continuous service with the Employer at the end of the reference year. Vacation days are days that an employee would normally be scheduled to work.

<b><u>ENTITLEMENT</u></b>	<b><u>VACATION</u></b>	<b><u>INDEMNITY</u></b>
Less than 1 year of service	One (1) day of vacation per month - maximum of ten (10) per year	4% of earnings
One (1) year and less than four (4) years of service	Ten (10) days of vacation	4% of earnings
Four (4) years but less than nine (9) years of service	Fifteen (15) days of vacation	6% of earnings
Nine (9) years or more of service	Twenty (20) days of vacation	8% of earnings

**Effective March 29, 2018 –**

Fifteen (15) years or more of service      Twenty-five (25) days of vacation      10% of earnings

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

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

**15.04** All employees are required to take all of their vacation entitlement during a vacation year. It is understood that if an employee does not select vacation by September 30, it may be scheduled for him by the Employer provided, however, that an employee cannot be required to take vacation where there is insufficient accrued vacation pay to cover their regular earnings for the time taken.

**15.05 (a)** Vacation bids will be conducted at the same time as shift bids, or at times determined by the scheduling committee. Employees and the Union will be advised of the dates for the posting of the vacation bid(s). Employees will have fifteen (15) calendar days to advise management of their preferred vacation date(s) in writing.

(b) No later than fifteen (15) calendar days after the close of the vacation bid, management will notify the employees in writing of the approved date(s) and will post the vacation schedule.

(c) Vacation dates will be allocated based upon the employee's seniority and operational requirements. Subject to this, an employee's request for vacation dates shall not be unreasonably withheld.

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

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

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

(g) The vacation schedule shall be posted.

(h) Vacation shall normally be taken in full week blocks. A "full week block" is a seven (7) day period that begins with the first day of the employee's weekly schedule. Full week vacation requests shall take precedence over single day requests. Employees with three

(3) weeks or more of vacation entitlement may take up to one week of vacation entitlement in single days (i.e. - an employee scheduled for five (5) days per week can take five (5) days in single days, etc...)

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

#### **ARTICLE 16 - PAID HOLIDAYS**

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

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

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

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

- 17.01 (a)** In the event of the death of a member of the immediate family, an employee is entitled to five (5) days of paid leave of absence. These five (5) working days shall be taken consecutively beginning with the death of the family member. For clarity, regular scheduled rest days are excluded from the calculation of the five (5) or the two (2) days in this Article. Where a memorial service or spring internment is held at a later date, the employee may transfer one (1) of the five (5) paid days to this date to allow attendance. Immediate family includes: spouse including common law spouse (including same sex spouse/partner if residing together at least six (6) months), parents (including foster and step-parents), parent's spouse, grandparents, grandchildren, children (including foster and step-children), brothers, sisters, mother and father-in-law and their spouses, legal guardians and any relative permanently residing in the employee's household or with whom the employee resides. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, nephew or niece, an employee will be entitled to two (2) days of paid leave of absence.
- (b)** Where the funeral is outside the Airport in excess of 500 km, additional unpaid leave may be granted (such leave will not be unreasonably withheld).
- (c)** Where these days fall within the employee's vacation, the employee's vacation will be credited accordingly.

- (d) An employee may be absent from work for one (1) day without loss of wages on his wedding day. An employee may also be absent from work without pay on the wedding of one of his children or for three (3) days paid leave on the birth or adoption of a child.
- (e) Part-time employees will be covered by the above Articles, but the five (5) or the two (2) day entitlement must be consecutive calendar days. The employee can move one (1) day of entitlement in situations where there is an interment or memorial service at a later date.

**17.02** The Employer is entitled to require a medical certificate substantiating the employee's injury or illness where an employee is absent for two (2) consecutive days or more, or where an employee is absent for ten (10) or more days in a calendar year. The Employer shall pay for any such medical certificate requested by the Employer.

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

**17.04 (a) Court Leave**

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

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

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

**17.05 Public Office Leave**

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

**17.06 Sick Leave**

All employees will accrue an annual sick leave at the rate of two point seven percent (2.7%) of regular hours worked. Employees will be permitted to bank up to a maximum of eighty (80) hours of sick leave. All hours accrued in excess of the maximum will be paid out at the end of each calendar year. Regular hours worked excludes vacation, statutory holidays not worked and overtime.

- (a) Employees who received eight (8) days on April 2015 shall start accruing the two point seven percent (2.7%) of regular hours worked the first (1<sup>st</sup>) pay cycle following the date of ratification. This accrual cannot be used until April 1, 2016.

### **Special medical leave**

Where an employee is required to absent himself from work in order to attend an appointment with a medical specialist, the Employer shall grant any such request for time off. Available sick leave may be used to cover such absence. The employee may be required to present evidence of such an appointment and make all reasonable efforts to provide such evidence in advance of said appointment.

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

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

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

Employees taking a leave of absence under this Article shall have the right at any time on giving six (6) working days' notice to return to their previous position at their previous work site or to such other position or site to which they may be entitled by reason of seniority in accordance with Article 12 of this Agreement.

- 17.09** Any leave of absence of more than one (1) week must be signed between the employee, the Union and the Employer.
- 17.10** An employee shall continue to accumulate seniority during the term of any leave of absence.
- 17.11** Despite anything in this Article, the Employer may grant a leave of absence without pay for a period not exceeding thirty (30) days to an employee provided that:

- (a)** The employee gives notice in writing to the Supervisor of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency), and;
- (b)** In the judgement of the Employer, the proposed leave of absence can be arranged without disrupting normal operations.

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

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

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



- I. Subject to operational requirements up to five percent (5%) of the workforce will be eligible to be on leave of absence at any given time.
- II. Requests must be made in writing in accordance with (a) above.
- III. Leaves of absence shall be granted on the basis of seniority.
- IV. When returning from a leave of absence, the employees shall be placed on the same shift, which they left.

#### **ARTICLE 18 – PARENTAL LEAVE**

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

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

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

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

**(a) Parking**

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

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

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

#### **ARTICLE 20 - DISCIPLINE**

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

**20.02** It is forbidden for the Employer to apply any disciplinary, discriminatory or other measure to an employee because she is pregnant. An employee who believes that her pregnancy has been the cause of a disciplinary, discriminatory or other measure may submit her grievance according to the procedures provided for in Article 8.

**20.03 (a)** In all cases of disciplinary measures or termination, the employee is entitled to have a Union representative present at the time the discipline or termination is given. The

employee will be informed of the nature of the inquiry for which he is called and may, if he so wishes, consult with the Union steward prior to the meeting. In cases of termination or suspension, the Union representative will be the Unit Chairperson or a steward designated by the Unit Chairperson.

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

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

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

Use of any social media to post messages or images regarding the Employer or its Employees or CATSA in a derogatory manner.

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

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

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

**20.09** There shall be only one (1) employee personnel file and the employee shall have access to review his file two (2) times per year while an Operations Manager or his designate are available.

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

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

**20.11 Notices**

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

**20.12** When the Employer makes an investigation which could lead to termination of employment, the

following procedure will apply:

- (a) The Employer will conduct a fair investigation into all facts relating into the possible termination;
- (b) Upon request, the Employer will provide copies of relevant documents to a designated official of the Union.

**20.13** In the event an employee is de-endorsed by a regulatory authority, the Employer will make a reasonable effort to obtain and provide the employee with a copy of written communication directing that the employee(s) designation has been suspended or removed by said regulatory authority.

## **ARTICLE 21 - INSURANCE PREMIUM**

**21.01 (a)** The Employer shall contribute to the Steelworkers Trusted Benefit Plan (the “Plan”) on behalf of each employee for each pay period an amount equal to figures indicated below per hours earned.

September 1, 2015	\$1.65 per hour
April 1, 2016	\$1.70 per hour
April 1, 2017	\$1.75 per hour

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

(b) Contributions to the Plan shall be made for employees who are on sick benefits, workers compensation benefits, weekly indemnity or other form of salary continuance, at a rate equal to their regular weekly hours worked up to a maximum of forty (40) hours per week, for each week the employee is in receipt of such benefits. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13 week period prior to the week in which the employee commences to receive sick benefits, workers compensation benefits, weekly indemnity or other form of salary continuance. Prorated payments shall be made where an employee is in receipt of such benefits for less than one (1) week.

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

- (c) The Employer shall ensure that the contributions are received by the Plan no later than the 15<sup>th</sup> day of the month following the month for which deductions were made.
- (d) In the event that the total amount of contributions payable are not received by the Plan by the date set forth in (c) above, the Employer shall be solely responsible for any and all benefits which the Plan would have provided to employees had the contributions been

received on time. In addition, the Employer shall also be required to pay the outstanding contributions to the Plan.

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

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

1. Name
2. Address
3. Date of Birth
4. Date of Hire
5. Social Insurance Number
6. Hours Earned
7. Amount of Remittance per employee
8. Termination Date
9. Retirement Date
10. Date of Death
11. Gender

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

- 21.02** The Employer agrees to provide ten dollars (\$10.00) per year per employee to Steelworkers Lifeline to establish an employee assistance program available to all bargaining unit employees. Steelworkers Lifeline will issue the appropriate charitable receipts to the Employer.

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

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

- 22.02** The Employer will provide a mailbox or mail slot for the Union's use at a convenient location in the workplace.

## **ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE**

- 23.01** Within thirty (30) days of the coming into effect of this Collective Agreement, the parties will form a Workplace Relations Joint Committee of a minimum of two (2) members appointed by the Employer and a minimum of two (2) members appointed by the Union one of which shall be the Unit Chairperson. A Staff Representative and/or a representative of the Local Union may also be

present at meetings of the Committee.

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

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

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

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

## **ARTICLE 24 - GENERAL PROVISIONS**

### **24.01 Legal Protection**

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

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

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

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

- (a) Before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employer's approval which approval shall not be unreasonably withheld; and
- (b) If requested by the Employer, instruct the lawyer to render regular written accounts as required; and

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

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

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

**25.01** Recognizing the uniqueness of the job being performed within the establishment, the Employer shall provide a comprehensive training program for all employees. The Employer agrees that no employee function shall be performed until such time as appropriate training has first been received and the appropriate equipment has been provided, except with respect to specific on-the-job training. It is expressly agreed that the parties shall meet within thirty (30) days following the ratification of the collective agreement to discuss and review the needs, requirements, facilities and any other matters necessary for the compliance with this provision and CATSA regulations.

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

**25.03** In the event an employee who has completed his probationary period fails to qualify or loses his CATSA and /or Transportation designation, the employee shall be entitled to displace the most junior employee on the site whose job he is qualified and able to perform except for the service ambassador position that is reserved for new hires or disabled employees requiring accommodation. Where there is no junior employee on the site whose job he is qualified and able to perform, the employee will be placed on layoff for up to twenty-four (24) months while the employee attempts to recover the lost designation. If the employee placed on layoff obtains the required designation during the twenty-four (24) months, he will be placed in a position for which he is qualified in accordance with seniority. If not, the employee's employment will terminate.

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

## **General**

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

The Employer agrees to pay fifty percent (50%) of printing costs of Collective Agreements. The Employer agrees that each employee is entitled to one (1) Collective Agreement with an additional twenty (20) copies for each airport provided to the appropriate Local Union.

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

introduced.

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

**26.01** The Employer shall contribute a fixed amount of one per cent (1%) of employee's total earnings to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee for each pay period. Pension contributions begin once an employee achieves Level 3 or twelve (12) months of employment whichever occurs first.

Effective April 1, 2011, Employer contribution increases to four percent (4%) of total earnings provided employees MUST contribute a matching four percent (4%) of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

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

Pension contributions will be made for employees who are in receipt of benefits from the WSIB and or maternity/paternity leave as required by the WSIB 2000 and the Canada Labour Code respectfully.

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

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

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

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

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

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

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

i) To be provided and commencement of participation for each employee:

Date of hire

Date of birth

Date of birth contribution  
Address  
Social Insurance Number

- ii)** To be provided with each remittance of contributions for each Plan participant:

Name  
Social Insurance Number  
Amount of remittance  
Total earnings

- iii)** To be provided initially and on a status change:

Full address as provided to the Employer  
Commencement Date of Employment (MMDDYY)  
Termination Date of Employment (MMDDYY)  
Retirement Date  
Date of Death  
Gender

- iv)** To be provided once per year after year end - summary data in electronic format:

Name  
Social Insurance Number  
Total amount remitted for year  
Total earnings for year

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

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

## **ARTICLE 27 - TERM**

- 27.01** This Agreement shall come into effect April 1, 2015 except as where noted otherwise and remain in full force until March 31, 2018. Subsequently, the Agreement shall continue to bind the signatories month after month, except if a written notice to bargain from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.
- 27.02** Once the notice to bargain has been remitted, the Union and the Employer must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.
- 27.03** The Letters of Understanding attached hereto form part of this Collective Agreement.



IN WITNESS WHEREOF the parties hereto have signed this Agreement 4<sup>th</sup> day of March, 2016.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes

  
\_\_\_\_\_  
Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Sherry Charette

  
\_\_\_\_\_  
Saul Marques


  
\_\_\_\_\_  
Diane Skewes

  
\_\_\_\_\_  
Jana Lee

  
\_\_\_\_\_  
Karen Derasp

  
\_\_\_\_\_  
Milo Lori

\_\_\_\_\_  
Ben Coleman

  
\_\_\_\_\_  
Val Lawrence

\_\_\_\_\_  
Enard Lenman

  
\_\_\_\_\_  
Jesse Walker

### SCHEDULE "A" - WAGES

Wage Progression	Level 1 Probation	Level 3.1 0-2080 hours worked	Level 3.2 2081-4160 hours worked	Level 3.3 4161-6240 hours worked	Level 3.4 6241 and more
Screening Officers					
October 4, 2015	\$16.81	\$19.11	\$19.51	\$19.90	\$20.31
April 3, 2016	\$17.15	\$19.49	\$19.90	\$20.30	\$20.72
April 2, 2017	\$17.53	\$19.93	\$20.34	\$20.76	\$21.18

### **KINGSTON AIRPORT:**

Wage Progression	Level 1 Probation	Level 3.1 0-2080 hours worked	Level 3.2 2081-4160 hours worked	Level 3.3 4161- 6240 hours worked	Level 3.4 6241 and more	
April 1, 2015	\$16.13	\$17.26	\$17.36	\$17.51	\$18.13	Plus \$ 1.75%
April 3, 2016	\$16.30	\$17.91	\$18.28	\$18.66	\$19.03	Plus \$ 2.00%
April 3, 2017	\$17.53	\$19.93	\$20.34	\$20.76	\$21.18	PARITY

These wage increase are implemented in recognition of the fact that Kingston airport is a first Collective Agreement. It is the intention of the parties to reach parity with the other Class 2 airports in Ontario represented by the Union by April 1, 2017.

Accordingly, on April 3, 2015, a further wage increase of 5% will be implemented (as shown on the table above, plus the amount of increase negotiated at the other Class 2 airports.

On April 3, 2016, a further wage increase of 5% will be implemented (as shown on the table above, plus the amount of increase negotiated at the other Class 2 airports.

On April 1, 2017, a further wage increase will be implemented to achieve parity with the other Class 2 Ontario airports represented by the Union.

<b>Base Administrator:</b>	October 4, 2015	\$23.92
	April 3, 2016	\$24.40
	April 2, 2017	\$24.95

### **Split Shift Premium - "SSP"**

#### **Fixed for the term of contract:**

Employees who actually work their scheduled split shifts in a day will be paid a premium equal to one (1) hour of wages at the employee's regular straight time hourly rate for each day on which they work both their scheduled split shift.

**Note:** SSP applies to all airports where employees work split shifts.

### **TEAM LEADERS**

See Letters of Understanding #7, #10.

## SCHEDULE "B"

### COST-OF-LIVING ALLOWANCE (COLA)

A Cost-of-Living Allowance (COLA) monthly payment will be paid to full-time employees based on a percentage (according to the table below) of \$18.81 per hour, multiplied by 2080 hours, and divided by twelve (12) to provide a monthly COLA payment. Effective **September 1, 2015**, COLA will be based on an hourly rate of \$19.96. Part-time employees will receive sixty percent (60%) of this amount.

(Full-time employees = employees who regularly work more than twenty-four (24) hour per week).

(Part-time employees = employees who regularly work twenty-four (24) hours or less per week).

Bonus will be paid following the completion of two (2) consecutive pay cycles.

Kingston	1.5%
Mt. Hope	1.5%
Sarnia	1.5%
Sudbury	1.5%
Sault Ste. Marie	1.5%
Timmins	2.5%
Waterloo	1.5%
Windsor	1.5%

#### Notes:

1. To be eligible full-time employees to have worked scheduled hours of a minimum of one hundred and forty-four (144) in two (2) consecutive pay cycles. If these hours are not attained in a given month, they will be eligible for part-time level of COLA provided the minimum qualifying hours for part-time employees are attained.
2. To be eligible part-time employees to have worked scheduled hours of a minimum of eighty-eight (88) in two (2) consecutive pay cycles.
3. Employees with less than twenty-four (24) hours in two (2) consecutive pay cycles will not be entitled to any remuneration for COLA.
4. It is understood that paid absences (i.e. vacation entitlement, paid sick days, and bereavement) provided for in this Collective Agreement shall be counted as scheduled hours in this calculation. Overtime and Absence without Leave are not part of this calculation.

## **LETTER OF UNDERSTANDING #1**

### **RE: WORKPLACE VIOLENCE**

The Employer agrees to develop jointly with the Union, explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the provisions of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

The policies and procedures will include but not be limited to:

- (i) provision of adequate information about potential violent situations for employees;
- (ii) adequate arrangements to investigate cases where violence and assaults against employees have occurred; and
- (iii) provision for the Policy Health and Safety Committee, Workplace Committee and/or the Representative to review the effectiveness of anti-violence policies.

The Employer agrees that in all cases where employees or the Union identify a risk of violence, the Employer shall establish and maintain measures and procedures to eliminate or reduce the likelihood of incidents to the lowest possible level. It is understood that the measures and procedures are in addition to and not a replacement for a training program dealing with violence.

In developing measures and procedures to prevent violence, priority will be given to options such as job redesign, adequate staffing levels and improving the work environment.

Where the Joint Health and Safety Committee recognize a need for personal protective equipment or measures, the Employer shall provide the equipment and/or measures that will be effective in summoning immediate aid. Such equipment or measures may include but are not limited to, alarms, two-way communication devices, "panic" buttons, emergency response teams, security personnel, adequate staffing ratios.

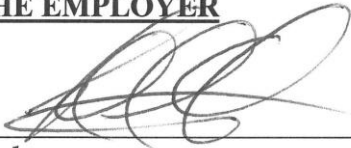
The Employer agrees to provide training and information on the prevention of violence to all employees. The training program will be mutually agreed to by the Employer and Union.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee his wages and/or expenses to attend such training.

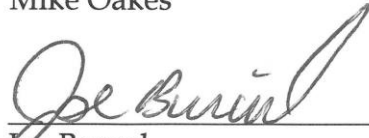
The Employer and Union recognize that, where the preventive measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents. Therefore, the Employer agrees to reimburse the employee for any counseling sessions with a licensed counselor of the employee's choice.

The Employer agrees there shall be no discrimination exercised or practiced with respect to any employee who is a victim of violence while at work. No employee shall be discharged, penalized or disciplined for such situations.

**FOR THE EMPLOYER**

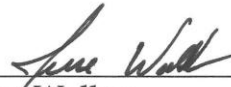


Mike Oakes



Joe Burcul

**FOR THE UNION**



Jesse Walker

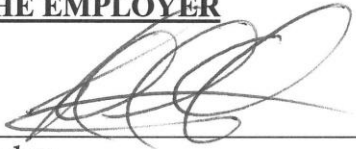
**LETTER OF UNDERSTANDING #2**

**RE: TRAINING**

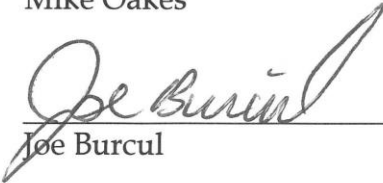
The Employer shall offer training opportunities in order of seniority. Recognizing CATSA regulations and operational requirements such as the need to have staff with certain qualifications available for duty, the Employer may bypass seniority where necessary to meet *bona fide* operational requirements.

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

**FOR THE EMPLOYER**



Mike Oakes



Joe Burcul

**FOR THE UNION**



Jesse Walker

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## **LETTER OF UNDERSTANDING #3**

### **RE: HOURS OF WORK AND WORKPLACE SCHEDULING**

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

Shift bids and scheduling will be discussed by a Joint Committee ("Scheduling Committee") consisting of two (2) persons appointed by the Union and two (2) persons appointed by Management, subject to the availability of staff working. If two (2) staffs are not available, the second member at the discretion of the Union will be called in to attend the meeting at no cost to the Employer.

Shift bids will normally be done twice a year, in the spring and fall. Seniority will apply in the selection of shift bids. Vacation bids in accordance with Article 15 will be done at times mutually agreed upon by the Committee. The Committee described above will also discuss the vacation bid process.

While the Employer reserves the management right to schedule, the Committee will have influence over the specific schedules and shifts developed in response to resource requirements at the airport. The Committee will meet prior to the shift bids and/or as required. The Employer shall not unreasonably refuse to implement an alternate shift bid proposed by the Committee that meets the work requirements while not increasing costs.

The draft shift bid shall be developed by the Employer in accordance with operating requirements and the "Principles for Scheduling" outlined below, and will be submitted to the Union members of the Scheduling Committee at least seven (7) days prior to the beginning of the shift bid period. At the same time, the Employer will provide to the Union members of the Committee the information (i.e. flight times, number of agents required, etc.) needed to assess the shift bid. The Committee shall meet within forty-eight (48) hours, or as otherwise agreed, to discuss the shift bid. The worker members of the Committee will be released from their regular duties for up to four (4) hours without loss of pay to examine the shift bid prior to the meeting. The Employer will not unreasonably deny a request by the Committee for information pertaining to the shift bid, and will fully consider the recommendations made by the Committee and where not possible to implement the, will provide a rationale. The shift bid will be made available to all employees at the beginning of the bid period.

#### **Principles for Scheduling:**

- Preference of hours of work and days off work by seniority.
- As much as possible days of work and days off should be consecutive.
- Fair and Equitable distribution of hours in order of seniority.
- Consistency.
- Length of shifts (Airport Specific).
- The Employer will make reasonable efforts to minimize split shifts but the parties recognize that operational requirements including flight schedules may cause the Employer to schedule split shifts.



- Work schedules will be posted (with a copy to the Unit Chairperson) in advance of the first day of the weekly schedule as follows. Schedules will be posted at all times in areas that are accessible to employees.
  - Normally, fourteen (14) days in advance.
  - In the event that a new schedule must be posted due to a change in operational requirements, seven (7) days in advance.
  - In cases where a change is required for reasons beyond the Employer's control, the above time limits will not apply.
- Schedules will be posted at all times in areas that are accessible to employees.
- If a need to move someone exists then the junior person must move, provided they have the qualifications to perform the work, and subject to the need to have officers of both sexes to perform the required work.

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

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes

  
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Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Jesse Walker

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**LETTER OF UNDERSTANDING #4**

**RE: RADIATION SAFETY TRAINING**

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

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes

  
\_\_\_\_\_  
Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Jesse Walker

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**LETTER OF UNDERSTANDING #5**

**RE: VACATION PAY CALCULATION AND ENTITLEMENT**

The parties agree that the vacation reference year is January 1 to December 31.

The parties further agree that when an employee attains the necessary years of service to qualify for an augmentation in vacation pay entitlement and calculation the percentage of vacation pay accrual shall be for the entire year in which the employee becomes eligible.

By way of example:


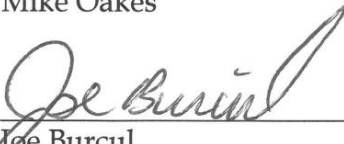
An employee is hired on January 25, 2013. The CBA provides that the employee is entitled to fifteen (15) days vacation at six percent (6%) after four (4) years of service.

Therefore, on January 25, 2017 the employee is entitled to the augmented vacation entitlement and pay.

On January 1, 2018 the employee's vacation pay will be calculated as follows:

Total earnings for the period January 1, 2017 to December 31, 2017 multiplied by six percent (6%).

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes  
\_\_\_\_\_  
Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Jesse Walker

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## **LETTER OF UNDERSTANDING #6**

### **RE: EXPEDITED ARBITRATION PROCEDURE**

#### **Preamble**

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

- 1. (a)** The date of the hearing will be scheduled within ten (10) working days of the submission to arbitration, unless an extension of time is mutually agreed upon by the parties. The hearing date shall be the first date available to the agreed arbitrator.
  - (b)** Within one (1) month of ratification, the parties shall develop a list of arbitrators suitable for the expedited arbitration process.
- 2. (a)** Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of the Company. Attendance of other persons at the arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented, or are otherwise acting in an advisory capacity.
- 3. (a)** The hearing shall be informal.
  - (b)** The parties may file written briefs to the arbitrator, with a copy to the other party. Such briefs will be filed at least two (2) days prior to the hearing and will be a maximum of five (5) pages in length, and may make limited use of legal authorities, if any.
  - (c)** There shall be no formal evidence rules.
  - (d)** Prior to the hearing the parties shall determine which, if any, of the facts relevant to the grievance are in dispute, and where possible shall submit a statement of agreed facts.
  - (e)** The Arbitrator shall have the obligations of ensuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

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

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes  
\_\_\_\_\_  
Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Jesse Walker

\_\_\_\_\_

## **LETTER OF UNDERSTANDING #7**

### **RE: TEAM LEADERS**

The parties hereto agree as follows:

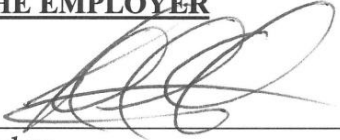
1. The classification of Team Leader (TL) to the bargaining unit shall be introduced into the Collective Agreement and form a bargaining unit position effective November 1, 2011.
2. This position will realign the responsibilities of the current Point Leader (PL) position and remove administrative responsibilities such as break relief.
3. Whereas PLs were responsible for multiple screening lines, TLs will be assigned to each line.
4. This letter applies to the following Ontario Airports: Sarnia, Sault Ste. Marie, Windsor, Timmins, Sudbury, Kitchener/Waterloo, Hamilton, except Kingston.
5. The Employer shall pay the following employees at the hourly wage rate equal to the maximum hourly rate for screening officers for the applicable time period, plus the premium of \$2.35 for all hours working as a TL from April 21, 2013 forward.

Pennie Williamson, Patricia Sowinski, Dawn Routheaux, Valerie Lawrence, Uwe Bartsch, Ivan Boyle, Sylvia Fera, Jeffery July, Lindsey Nielson-Norton, Achwak Hamka, Kimberly Major, Lina Abu-Hamda, Latchmiwattie Singh, Paula Benoit, Suzanne M. Beaulieu, Helene Dault, Gerald Pat Liley, Marc Lanteigne, Charles Gobeil, Mario Thibault, Lynn Usher, Laura Jenkins, Linda Widdup, Deb Connor, Norm Quesnel.

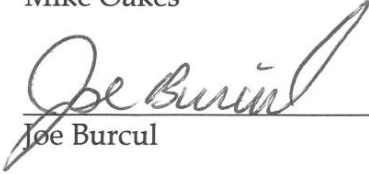
6. All resignations voluntary or for just cause as contemplated by the Collective Bargaining Agreement of any TL listed in the MOS will result in a rate change equivalent to a level 3.4 officer.
7. All new Team Leaders and those not listed in the MOS will receive the premium of \$1.00 for all hours worked as a Team Leader.
8. The Employer agrees that going forward they will schedule twenty-eight (28) TL shifts in a seven (7) day period (7 pbs, 7 hbs in both the morning and afternoon shifts) at the Windsor and Hamilton Airports; and fourteen (14) TL shifts in a seven (7) day period (7 mornings and 7 afternoon shifts) at all other Regional Airports. These maximums are solely dependant on flights at the Regional Airports.
9. Effective November 1, 2011, employees currently classified as Training Point Leaders shall be classified as Training Team Leaders. Their duties and their rate of pay shall not be affected by this change.

10. This LOU shall form part of the Collective Agreement upon negotiation of the renewal of the current collective agreements.

**FOR THE EMPLOYER**

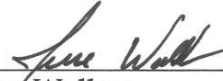


Mike Oakes



Joe Burcul

**FOR THE UNION**



Jesse Walker

\_\_\_\_\_

**LETTER OF UNDERSTANDING #8**

**RE: REMITTANCES TO THE BENEFIT PLAN**

1. The Employer will send the information required by Article 21.01 (c) to the Benefit Plan Administrator no later than the 15<sup>th</sup> of the month, for the work month preceding.
2. The Employer will remit the benefits premiums no later than the 25<sup>th</sup> of the month, for the work month preceding.
3. The Employer will determine the payroll cut-off date for each work month and will base the reporting required in Paragraph 1 above upon those dates. The Company shall advise the Local Union and the Plan Administrator of the payroll cut-off date for each month.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Mike Oakes

  
\_\_\_\_\_  
Joe Burcul

**FOR THE UNION**

  
\_\_\_\_\_  
Jesse Walker



## LETTER OF UNDERSTANDING #9

### RE: UNION FUNCTIONS

This is to confirm our discussions during bargaining for the renewal of the Collective Agreement for the Ontario Airports regarding the Unit Chairpersons carrying out their trade Union functions under the collective agreements during their scheduled working hours. The Employer will continue its practice of allowing the Unit Chairperson time during working hours to perform their Union functions and at each airport at least (1) hour per week during their regular scheduled hours without loss of pay, at times mutually agreed to between the Employer and the Unit Chairperson.

#### FOR THE EMPLOYER

  
\_\_\_\_\_  
Mike Oakes  
\_\_\_\_\_  
Joe Burcul

#### FOR THE UNION

  
\_\_\_\_\_  
Jesse Walker

**LETTER OF UNDERSTANDING #10**

**RE: TEAM LEADERS**

**KINGSTON**

The following employees who were previously designated as “Point Leaders” will be “grandfathered” at the rate of \$2.35 per hour above the Level 3.4 rate for all hours worked as a TL only. The requirement is 1 TL per sift. Company will endeavor to schedule the named employees as TL’s and they will have precedence over other employees to work as TL’s. For hours not worked as a TL, the named employees will receive the Level 3.4 rate.

Gudrun Barnes  
Craig Van Dusen  
Brian Patterson  
Keith Alvey

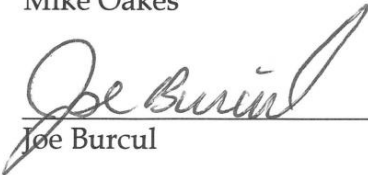
If any of the above employees resigns or is removed with just cause from the position of Team Leader their rate will be changed to that of Level 3.4.

All other Team Leaders will receive a premium of \$1.00 for all hours worked as a Team Leader.

**FOR THE EMPLOYER**

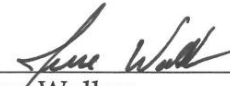


Mike Oakes



Joe Burcul

**FOR THE UNION**



Jesse Walker

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