

**COLLECTIVE AGREEMENT**

BETWEEN

**ASP INCORPORATED**

(Hereinafter referred to as the Employer)

and

**Unifor Local 2002**

(Hereinafter referred to as the Union)

Lester B. Pearson International Airport

Expires: August 15, 2016

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## ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- 1.1. The Employer recognizes Unifor Local 2002 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of ASP Incorporated located at Lester B. Pearson International Airport, excluding those who perform management functions and those employed in a confidential capacity in matters relating to industrial relations, as per CIRB Order No. 9572-U
- 1.2. The Employer recognizes Unifor Local 2002 as the exclusive representative for the purpose of collective bargaining for all employees in the classifications listed herein.
- 1.3. The term "employee" as used in this Agreement, shall apply to any person performing work in any job that is covered by the Certificate and this Agreement. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category.
- 1.4. All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union or who are eligible to become members under [Article No. 3](#) herein, except in the case of emergency circumstances such as short staffing, training, and to attain/maintain certification, or as otherwise prescribed herein.

### Definitions

- 1.5. A "*Full-time Employee*" is an employee who holds a permanent position on a continuous basis, in excess of [Article No. 18.1](#).
- 1.6. A "*Permanent Part-time Employee*" is an employee who holds a permanent position on a continuous basis, in accordance with [Article No. 18.1](#).
- 1.7. An "*On-Call Casual Employee*" is an employee who is offered work as set out in [Article No. 19.1](#).
- 1.8. "*Classification Seniority*" (Department Seniority) is for purposes of this agreement;
  - o Assignment of hours
  - o Displacement within the classification
  - o Scheduling (incl. shift vacancies)
  - o Job posting within the classification
  - o Awarding of over time
- 1.9. "*Start Date Seniority*" (Overall Seniority) shall be the first day on payroll with company and for purposes of this agreement;
  - o Payment of wages ([Article No. 24](#))
  - o Lay off
  - o Severance pay
  - o Vacation entitlement
- 1.10. "Day" shall refer to calendar day unless expressly stated to the contrary
- 1.11. A "*grievance*" is defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement. Any reference in any article to the right to grieve by an Employee or by the Union is solely for the purpose of emphasis.
- 1.12. "*Assignment Displacement*" occurs when the client of the employer notifies the employer that a particular job assignment that will no longer be required, this results in the loss of those shifts at that post/assignment.

## **ARTICLE NO. 2 - DURATION OF AGREEMENT**

- 2.1. This Agreement shall be in full force and effect from and including April 10 2013 up to and including August 15 2016 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- 2.2. Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- 2.3. The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

## **ARTICLE NO. 3 - UNION SECURITY**

- 3.1. The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- 3.2. The Employer agrees that when new employees who are not referred by the Union, are hired, the Employer shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Employer, and ensure they are forwarded to the Union offices as soon as possible.
- 3.3. All employees shall be required to become and remain a member in good standing of the Union, as a condition of employment with the Employer.

## **ARTICLE NO. 4 - DEDUCTION of UNION DUES**

- 4.1. The Employer shall, no later than the tenth (10) day of each month, remit to the Union a list containing the names of all employees who have left their employ since the previous check off was remitted, in addition to the names of all new employees hired during the preceding check off month. The Union shall then immediately send the Employer a current check off list based on the information supplied by the Employer.
- 4.2. Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union check off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee after the employee has completed the probationary period which is ninety (90) days of employment.
- 4.3. All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.
- 4.4. The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the tenth (10) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the

deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.

- 4.5. The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

## **ARTICLE NO. 5 - MANAGEMENT RIGHTS**

- 5.1. Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, discipline and terminate employees for proper cause and consistent with the current Collective Agreement.
- 5.2. The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union. The Employer will notify the Union of any changes to the rules and regulations prior to implementation, and post notices of these changes prior to implementation.

## **ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES and LEAVES of ABSENCE**

### **6.1. UNION LEAVE**

- 6.1.1. The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. Any such requests must be made at least fourteen (14) days in advance. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- 6.1.2. During an authorized, unpaid leave of absence, an employee shall retain and accrue seniority.
- 6.1.3. An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid leave of absence from the employer for a period not to exceed one hundred and eighty (180) days. Such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the one hundred and eighty (180) days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.

### **6.2. LEAVE OF ABSENCE WITHOUT PAY**

- 6.2.1. Employees must file a request in writing for leave of absence, at least fourteen (14) days in advance, and the Employer must reply in writing to the said leave of absence within seven (7) days of the request. Any employee approved for a leave of absence in excess of thirty (30) days may be required to return any or all items issued to them for work purposes.
- 6.2.2. An employee requesting an unpaid Compassionate leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work
- 6.2.3. When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may, if approved by the Employer be granted an unpaid leave of absence in writing with a copy to the Union, for a period of up to thirty (30) days. Under such unpaid leave, the employee shall retain and accrue seniority only.

Accrued vacation time must be exhausted prior to the start of a leave of absence.

- 6.2.4. Such leave may be extended for an additional period of up to thirty (30) days, without pay, when approved by the Employer in writing, with a copy to the Union, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.
- 6.2.5. Any employee hereunder on an unpaid leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union or uses an authorized leave of absence for a purpose other than that for which it was granted, shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.

### **6.3. BEREAVEMENT LEAVE**

- 6.3.1. The Employer will grant upon request up to Four (4) days Leave of Absence with pay in the event of death in the immediate family, (mother, father, husband, wife, children, sister, brother, common law partner, & grandparent/grandchildren) and two (2) days Leave of Absence with pay, event of death in the extended family (mother-in-law, father-in-law, brother-in-law, sister-in-law), provided the days fall on a regularly scheduled work day of the employee.

Additional time unpaid leave may be granted with documentation for purposes of overseas travel.

- 6.3.2. Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.

### **6.4. LEAVE OF ABSENCE WITHOUT PAY – OTHER REASONS**

- 6.4.1. *Jury Duty* - An employee who is called for jury duty will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the court, provided that the employee furnishes the Employer with evidence of service. An employee who is called for jury duty must provide the Employer with the jury notice no less than seven days in advance of the scheduled court date. Once an employee is released from jury duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. The employee must be returned to his regular assignment that he/she was on prior to being summoned, either during a break in the court proceeding of more than seven days, or on the completion thereof.
- 6.4.2. In the event an employee is subpoenaed to attend court on his/her day off, on Employer related business only, the Employer will reschedule that employee's shift.
- 6.4.3. *Maternity and Parental Leave* - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, the employee shall notify the employer not less than four (4) weeks prior to her return. The employer shall reinstate her employment at not less than the same wages and benefits.
- 6.4.4. *Special Medical Leave* - Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the employer shall grant such unpaid time off providing the employee has requested such time off at least seven (7) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.
- 6.4.5. When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate

replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - minimum of (4) Hours. Failure to comply may result in disciplinary action.

- 6.4.6. Employees must keep the Employer notified of their correct address and phone number at all times.

#### **6.5. SHIFT CHANGES AND EXCHANGES**

- 6.5.1. Shift amendment and shift exchange requests must be submitted to the Employer in the approved format. Shifts may only be traded between employees with the same qualifications and within the same classification of work. Shift Amendment Requests will be accepted for review up to seventy-two (72) hours prior to the start of the first effected shift. Urgent exceptions may be considered on a case-by-case basis.
- 6.5.2. A shift change can be made and approved by a local Supervisor/Coordinator as long as the request is made by two qualified parties, within the same pay period and no overtime is a result of the exchange.
- 6.5.3. In the case of a shift exchange, both parties must sign the Shift Amendment Request and must ensure that the shift exchange has been approved. Shift exchanges are paid at straight time; Shift exchanges will not result in overtime and cannot be combined with other Shift Amendment requests. I.e. no three-way or more trades.
- 6.5.4. Shift exchanges are intended to help employees have flexibility to deal with short-term Schedule demands. They cannot be used to create extended periods where the employee is away from work. Failure to comply with the proper shift amendment procedures may result in a loss of shift exchange privileges for the employee concerned for sixty (60) days.

#### **ARTICLE NO. 7 - SHOP STEWARDS**

- 7.1. The Union shall appoint or elect Shop Stewards from regular Employees who have completed one year of service with the Employer and shall notify the Employer in writing of the appointment or election. The Union will ensure that there is a Shop Steward or Union Representative available during the operating hours of the Employer's business. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- 7.2. The Union shall supply to Management on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location. The Union will notify the Employer of any changes to the list of Shop Stewards as they occur.
- 7.3. Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. It is understood that the Shop Stewards have their regular work to perform and that when it is necessary to service a grievance during working hours they will not leave their work without receiving permission from their immediate Supervisor or Employer designate. Such permission will not be unreasonably denied. When resuming their work, they will report back to their immediate supervisor or Employer designate.
- 7.4. The Employer will notify the Union prior to the dismissal of any Shop Steward.
- 7.5. Members of the negotiating committee who are employees of the Employer shall suffer no loss in pay for time spent during normal working hours attending negotiations, conciliation and mediation meetings for up to a maximum of five (5) days pay per person. Once a No-Board report has been issued, the employer will no longer maintain pay for the negotiating committee.

**ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS**

- 8.1. All employees will purchase their own first uniform in accordance with the following values and will remit payment by payroll deduction in an amount not to exceed twenty-five dollars (\$25.00) per pay period. In the event an employee is terminated from employment for any reason, all remaining outstanding amounts will be deducted from the final pay cheque in one lump sum.

Full Time Tactical:

3 Shirts  
2 Pairs of Pants  
1 Tie  
1 Hat  
1 Bomber Jacket

Part Time Tactical:

2 Shirts  
1 Pair of Pants  
1 Tie  
1 Hat  
1 Bomber Jacket

Full Time Tactical

\$385.00

Part Time Tactical

\$265.00

- 8.2. All uniforms shall be expected to last a minimum of 12 months after the date of issue. After that time uniforms will be replaced on an as needed basis only, without further cost to the employee.
- 8.3. The employer shall reimburse up to eighty (\$80.00) dollars for CSA approved safety boots after twelve (12) months of employment with the presentation of a valid receipt of purchase and shall reimburse up to eighty (\$80.00) dollars every twenty-four (24) months thereafter with the presentation of a valid receipt of purchase.
- 8.4. All uniform items remain the property of the employer. Upon termination of employment, the employee is required to return all pieces of the uniform. Upon return of all issued uniform items to the employer, it is agreed there will be a rebate, provided the uniform items are not damaged. The rebate will consists of one hundred (\$100.00) dollars for the return of full time uniform and fifty (\$50.00) dollars for part time uniform as defined in [Article No. 8.1](#).
- 8.5. The Employer shall hold back \$50.00 for each piece of ID that they are issued through their tenure of employment with the company. Upon termination of employment the employee is required to return their ID prior to the last processing date for payment of wages to ensure that the hold back is refunded.

**ARTICLE NO. 9 – HEALTH AND SAFETY, WORKING ENVIRONMENT**

**9.1. HEALTH AND SAFETY**

- 9.1.1. All employees will co-operate in the strict observance of all safety regulations at all times.

They will make full use of all safety and accident prevention devices and equipment as provided and maintain safe working practices during their hours of employment within the Airport. It is the responsibility of the employees to observe all safety provisions and to immediately advise the Employer and the Safety Committee Member of any unsafe working conditions.

The Employer agrees to maintain provisions for the safety of its employees during the hours of employment and to provide an accident prevention program with reference to accident hazards. For the safety of employees, the Union members of the Safety Committee shall be elected by the members involved.

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Employer should the matter not be resolved between the Safety Committee and the Employer.

The Employer agrees to adhere to the first aid requirements as per the Canada Labour Code.

- 9.1.2. Each employee shall use or wear the equipment, materials and protective devices or clothing that



the Employer requires to be worn or used.

- 9.1.3. Employees are required to report any workplace accident/injury to the Employer immediately. If as a result of a workplace injury/illness an employee will miss any time beyond the day on which the injury/illness occurs the employee must be seen by a doctor within twenty-four (24) hours and provide the employer with proof of same.
- 9.1.4. Both the employer and the union jointly declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the CLC and their amendments from time to time.

## **9.2. NO DISCRIMINATION / HARASSMENT**

- 9.2.1. The parties agree that there shall be no discrimination or harassment against any employees by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, union membership or non-membership, nor for any other reason which is prohibited by the *Canadian Human Rights Act*. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

### **9.2.2. Bullying and Harassment**

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

- 9.2.3. The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

### **9.2.4. Complaint Resolution – Discrimination or Harassment:**

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
- b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they should bring the incident forming the basis of the complaint to the attention of a Manager and the Unifor Regional Vice President, Unifor District Chair, the Unifor National Representative or the Local 2002 President.
- c) The parties will review the complaint and, if the complaint is between members of the bargaining unit, may strike a committee and carry out a joint investigation. Where the complaint is in respect of a member of management or a non-member of the bargaining unit the parties will discuss the best approach and, absent agreement, the Employer will investigate.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis but with no less than one member each.
- e) Where the Joint Committee does not render a decision with majority support, the determination of the Management will prevail.
- f) All matters brought before the committee will be dealt with the utmost confidentiality.
- g) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.

## **ARTICLE NO. 10 - CONFLICTING AGREEMENT**

- 10.1. 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.

## **ARTICLE NO. 11 - TRANSFER of TITLE or INTEREST**

- 11.1. This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 11.2. The Employer shall not use another limited Employer, device or leasing device to avoid the conditions of this Agreement and agrees not to use a subsidiary or allied Employer to circumvent the terms of this Agreement. This includes not subcontracting and or using an agency or agency employees to avoid the terms of the Agreement.

## **ARTICLE NO. 12 - GRIEVANCE PROCEDURE**

- 12.1. All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

**STEP 1:** Any grievance of an employee shall first be taken up between such employee and their immediate Supervisor or Employer designate. However, such employee will be entitled to be accompanied by a Shop Steward or a Union Representative Step 1 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays):

Time limit to institute grievance:  
Termination or layoff - ten (10) days;  
All others - fifteen (15) days

**STEP 2:** Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Employer's Operations Manager or designate and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 2 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

**STEP 3:** Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between two (2) Union representatives selected by the Union and two (2) Employer representatives appointed by an Officer of the Employer. Such written notice and meeting must take place within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 3 must be completed within ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

**STEP 4:** Failing settlement under the above Steps and within fifteen (15) days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested to hand down his decision within thirty (30) days following

completion of the hearing and his decision shall be final and binding on the two (2) parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Employer.

- 12.2. Grievances under this Article may be initiated by any employee, a group of employees, the Union or by the Employer.
- 12.3. Where an employee is suspended by the Employer pending investigation, the employer will make best efforts to conduct the investigation promptly, preferably within five (5) working days. Should additional time be required, the Employer agrees to notify the union of the need to continue the investigation and an anticipated time for completion. In any event, it is agreed that the investigation shall not be unduly delayed, when such delays are within the control of the Employer.
- 12.4. All disciplinary action, save and except discipline imposed for harassment, workplace violence, shall be withdrawn from the employees personnel record eighteen(18) months from the date on the disciplinary notice and cannot be used against the employee at a later date.

#### **ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS**

- 13.1. All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union except when a regular pay day conflicts with a holiday.
- 13.2. The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. The delivery of this pay statement will be by email unless a written request is received by the employee for it to be mailed. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- 13.3. Payment of wages will be made by direct deposit to the employee's bank account. The employee is responsible for notifying the Employer of any change to their banking information. The Employer will not be held liable for any costs incurred by the employee as a result of the employee's failure to provide the Employer with current banking information in a timely manner.
- 13.4. If an error in payroll is detected by the employee, it will be brought to the attention of the Employer within 90 days of the date effected. Notification of the error will be made on the Employer approved pay discrepancy report and be accompanied by all required documentation. After verification of the error, any error in payroll calculation by the Employer, of fifty dollars (\$50.00) or more, shall be paid to the employee within three (3) business days, exclusive of Saturdays, Sundays and General Holidays.

#### **ARTICLE NO. 14 - ANNUAL VACATIONS**

- 14.1. Vacations will be granted on the basis of years of service with the Employer. A calendar year will be from January 1 to December 31 of each year.
- 14.2. In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of January 1<sup>st</sup> of the year following the first year of employment through to December 31<sup>st</sup> of the next year. Vacation will be four percent (4%) of the gross wages paid to that employee in the portion of the year worked.
- 14.3. Employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks' vacation at four percent (4%) of their annual gross earnings

for the calendar year for which they are receiving their vacation.

- 14.4. Employees who have previously completed or subsequently completed five (5) years continuous service and thereafter, as an employee shall receive three (3) weeks' vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.5. Employees who have previously completed or subsequently completed ten (10) years continuous service and thereafter, as an employee shall receive four (4) weeks' vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.6. Employees who have previously completed or subsequently completed fifteen (15) years continuous service and thereafter, as an employee shall receive five (5) weeks' vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.7. Employees who have previously completed or subsequently completed twenty (20) years continuous service and thereafter, as an employee shall receive six (6) weeks' vacation at twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.8. Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay at the end of their vacation period, in lieu of said General Holiday. Vacation lists will be posted quarterly, and employees shall select their choice of vacation in order of seniority.
- 14.9. For the vacation period of January 1 to March 31, the deadline for submissions is November 1 and the approved list being posted no later than November 15.
  - o For the vacation period of April 1 to June 30, the deadline for submissions is February 1 and the approved list being posted no later than February 15.
  - o For the vacation period of July 1 to September 30, the deadline for submissions is March 1 and the approved list being posted no later than March 15.
  - o For the vacation period of October 1 to December 31, the deadline for submissions is April 1 and the approved list being posted no later than April 15.
- 14.10. Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two (2) weeks written notice to the Employer providing there are designated slots still available.
- 14.11. The following classifications will be recognized as separate groups for determining allocation of vacation:
  - o Full-time
  - o Part-time
- 14.12. Employees shall select vacation time in accordance with their seniority, subject however to the Employer's right to limit the number of employees who may take vacations in any given week due to operational requirements.
- 14.13. Annual vacation will be taken within the calendar year.
- 14.14. Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time. The Employer will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise they will be identified at the time of booking vacation. An employee's vacation will not be

unreasonably denied because of overlap with a more senior employee's vacation.

- 14.15. In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Employer.
- 14.16. In the event of an employee leaving the employ of the Employer after he/she has had his/her vacation he/she earned for the previous year, he/she shall receive four percent (4%), six percent (6%) eight percent (8%), ten percent (10%) or twelve percent (12%) as the case may be, of his/her pay for the year in which he ends his/her employment for which no vacation has been paid.
- 14.17. Employer shall distribute vacation pay through pay roll deposit twice annually, except by written request by the employee.
- 14.18. Despite Article No 1.9 former G4S employees hired after Jan 27 2008 until Feb 14 2008 will have their vacation entitlement based on their classification seniority instead of "start date seniority" while remaining only in the 'TAC' classification.

#### **ARTICLE NO. 15 - GENERAL HOLIDAYS**

- 15.1. The following days as declared by the Federal and/or Provincial Governments shall be recognized as General Holidays:
  - o New Year's Day
  - o Good Friday
  - o Victoria Day
  - o Canada Day
  - o Labour Day
  - o Thanksgiving Day
  - o Remembrance Day
  - o Christmas Day
  - o Boxing Day
- 15.2. Each full-time employee shall be paid 1/20th of the wages he has earned during the thirty calendar days immediately preceding that general holiday which is calculated from the first day on payroll. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.
- 15.3. Following the first thirty (30) days of employment each permanent part-time employee shall be paid 1/20th of the wages he has earned during the thirty calendar days immediately preceding that general holiday. In order to qualify for General Holiday pay, employees must have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.
- 15.4. In addition to 15.2 and 15.3 above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid at a rate of time and one half (1 1/2) times their regular rate of pay for all hours worked on the General Holiday.
- 15.5. In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 00:01 and 23:59 midnight, shall be considered as worked on a General Holidays for each individual employee.
- 15.6. Any time worked on a holiday is not counted in calculating overtime entitlement.

#### **ARTICLE NO. 16 - SENIORITY and PROMOTIONS**

- 16.1. The principle of seniority shall be maintained in the reduction and restoration of the work force, providing the senior person is capable of performing the remaining job.
- 16.2. Strict seniority (as defined in Article No 1.8 & 1.9) shall prevail at all times, subject to the particular

employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the last date of hire with the Company.

Seniority shall cease and employment shall be terminated for any of the following reasons:

- if an employee quits;
  - if an employee fails to report for their scheduled shift without notifying the employer in advance of the reason for their absence, and subsequently does not make contact directly with the employer (messages are not sufficient) within seventy two (72) hours of start of their scheduled shift.
  - is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
  - fails to notify the Employer of his/her intention to return to work within seven (7) calendar days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
  - Works for a direct competitor of the Employer.
  - Fails to return to work upon the expiration of an authorized leave of absence or vacation.
- 16.3. Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw witnessed by a Shop Steward.
- 16.4. Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, subject to ability to qualify and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications.
- 16.5. For purposes of any assignment displacements;
- a) The affected employee shall displace the most junior person on same shift, same status, within the classification, so that they can keep their same 'time of day' hours if possible.
  - b) the first displaced employee will displace the most junior on another shift, same status, within the classification if possible or (e),
  - c) the second displaced junior employee will displace the most junior employee on the last shift, same status, within the classification if possible or (e)
  - d) the last employee displaced will be offered casual work when available.
  - e) Any employee can opt to go directly to a casual status during this process and the displacements will stop at that point.
- 16.6. Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) days of the promotion, providing they continue paying union dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions for a period of twenty-four (24) months. The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and every six (6) months after that, and shall also post a copy of the seniority list at the site.
- 16.7. The Employer shall add any new employees and delete those whose employment is terminated.
- 16.8. There will be one (1) master seniority list for all employees covered by this agreement. Separate seniority lists will be provided for each classification of employees covered by this Agreement.

- 16.9. Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the seniority lists.
- 16.10. Part-time employees will be end-tailed onto the classification/departmental seniority list.
- 16.11. Due to the nature of the Employers business, new hires will be subject to a probationary period equal to ninety (90) days. During the probationary period the Employer will have the right to discontinue the employment of any employee.
- 16.12. When there are shift vacancies available a notice of such vacancies will be posted as far in advance as possible. The deadline date for acceptance of applications will be no less than seven (7) days after the posting. Classification/Department Seniority shall prevail provided the employee has the necessary qualifications posted for the vacancy. The same practice will apply with regards to filling training vacancies when training classes are scheduled. If an employee fails a particular training course, said employee will be restricted from re-applying for the same training course for a period of one year.
- 16.13. In the event of an emergency staffing requirement, the Employer shall be allowed to negate the seniority list and provide emergency coverage. The Employer will notify the union of such a requirement.
- 16.14. It is understood that an employee who transfers to a different classification/department shall be entailed on the Classification/Department Seniority list regardless of the employee's date of last hire.

#### **ARTICLE NO. 17 - HOURS OF WORK AND OVERTIME**

- 17.1. The calendar week shall be from 00:00 Sunday to 23:59 the following Saturday.
- 17.2. Full time employees, who report for work on a regular scheduled work day, will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early or operations are impacted by an Act of God.
- 17.3. Employees are paid bi-weekly by direct deposit. Overtime is paid at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all approved hours in excess of eighty-four (84) hours in the two week pay period. A normal work week shall be defined as forty (40) scheduled hours in five (5) or less days with two (2) days off although this is not a guarantee of hours.
- 17.4. The Employer may establish a work week based on operational requirements which may include shifts from 4-12 hours in duration.
- 17.5. When an employee's scheduled shift or schedule start time is to be permanently altered, the Employer will advise the employee in writing as far in advance as possible, but not less than seven (7) days prior to the change.
- 17.6. The Employer will avoid adjusting an employee's permanent schedule for the sole purpose of avoiding paying overtime.
- 17.7. The Employer reserves the right to alter an employee's schedule to accommodate training. In such case, no schedule will be altered in such a way that the employee works less than his regularly scheduled hours.
- 17.8. The Employer shall have the right to revise shifts at any time to meet airline scheduling changes

and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Employer will endeavour to accomplish this on a volunteer basis in order of seniority.

- 17.9. When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day wages for the day of the accident.
- 17.10. Employees will be given a minimum of eight (8) hours free from duty between shifts.
- 17.11. All employees may be required to work on a day off, all of which shall be voluntary and awarded in order of seniority. It is agreed that employees who wish to be called on their days off, will be required to submit their name to the scheduling department on the call-out list, confirming their availability to work on their regularly scheduled days off. The call out list will be posted bi-weekly onsite for employees to sign up for available shifts in the following pay period. The employer will use the call-out list and assign shifts and opportunities for overtime in order of Classification/Department seniority.
- 17.12. Overtime will be paid in minimum fifteen (15) minute increments.
- 17.13. When a full time employee is called to work and attends on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable rate of pay.
- 17.14. If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked.

**17.15. Meal and Coffee breaks will be as follows:**

- 17.15.1. Employees scheduled on eight (8) and ten (10) hour shifts shall be entitled to take paid coffee and meal breaks totalling one (1) hour per shift. These breaks can be taken either fifteen (15) minutes, twenty (20) minutes or thirty (30) minutes at a time or as a one (1) hour break subject to operational requirements.
- 17.15.2. Employees scheduled on twelve (12) hour shifts shall be entitled 75 minutes paid break time. Employees scheduled twelve (12) hour shifts will be provided 45 minutes "free from work" during their shift. This may be broken in two intervals (30 & 15 minutes). This time is inclusive of the total breaks, not in addition.
- 17.15.3. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break.
- 17.15.4. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break plus a fifteen (15) minute paid break for each four (4) hours worked before and/or beyond the meal break.
- 17.15.5. Employees working overtime shall receive a fifteen (15) minute paid break for the first four (4) hours of overtime, and if more than four (4 1/2) hours is worked, a thirty (30) minute paid meal break at mutually agreeable times.
- 17.15.6. If an employee's break is interrupted, he or she should note this with a supervisor immediately so arrangements for a replacement break may be made.
- 17.15.7. Where an employee is working in a position where he or she has facilities (eg. gate), it is understood that breaks will be self-directed and taken at the post as scheduled by the employee having regard to the normal work flow. If an employee at such a post is unable to take breaks as



a result of being recalled for recorded work duty interruptions, he will immediately note this with a supervisor and break relief will be scheduled. It is understood that Supervisory Personnel may perform break relief.

17.15.8. It is agreed that operational requirements may impede the above; however, in all circumstances the Employer will use its best efforts to comply with the above. It is also agreed that the parties will cooperate with each other in the administering of the above as operational restrictions may impede exact interpretation. Employee will be informed of variations attached to individual sites or assignments.

17.15.9. Unless otherwise specifically outlined in this agreement, where the position allows self-relief and there are facilities provided for use, they are exempt from the break relief requirements. It is also agreed that supervisory personnel shall be able to administer breaks.

#### **ARTICLE NO. 18 - PERMANENT PART-TIME EMPLOYEES**

18.1. Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than sixteen (16) scheduled hours per week, and no more than thirty (30) scheduled hours per week, except during periods of training.

18.2. Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.

18.3. A part-time shift can be established where there is not sufficient work to establish a full-time shift.

18.4. Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.

18.5. Seniority (Classification) will be the deciding factor as to who gets priority on part-time shift schedules.

18.6. The Employer will offer the opportunity to Part-time employees to move to Full-time prior to offering work to new employees. Seniority (Classification) will be the deciding factor as to who would move to Part-time should positions be available. Should Part-time employees choose to go to Full-time, they will maintain their classification seniority for a period of ninety (90) days. If after ninety (90) days, they choose to remain as permanent Full-time, they will be placed on the Full time seniority list as of the date of the transfer. Should they choose to return to Part-time status at a later date, they will be placed at the bottom of the Part-time seniority list when an opening occurs in part-time.

18.7. Employees wishing to use this clause to return to part-time must notify the Employer and the Union in writing prior to the expiration of the ninety (90) day period. Employees changing classification between full-time and part-time will not be permitted to switch again for a period of six (6) months.

18.8. In the event of layoffs, Part-time employees will be laid off prior to Full-time employees and junior full time employees may be reassigned any operationally required part time work seniority shall apply as described in [Article No.1.9.](#)

18.9. Layoff and recall shall be on a "last off, first called back" basis provided they are qualified.

#### **ARTICLE NO. 19 - ON-CALL CASUAL EMPLOYEES**

19.1. An On-Call Casual employee will be offered work on an ad hoc basis, to cover the following:

- Illness and injury
- Periodic training requirements
- Cover shifts not covered by Full-time or Permanent Part-time employees, or
- Covering contingency staff requirements arising out of irregular operational situations.

19.2. On-call Casual employees will be held on a separate list.

19.3. There is a requirement that On-Call Casuals will be available for work on a regular basis.

Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employee's availability to work. Frequent unavailability may result in discipline, up to and including termination.

19.4. Vacation pay will be given as per the Canada Labour Code.

19.5. The following clauses in the Collective Agreement do not apply to the On-Call Casual Employees:

- [Article No. 14](#) - Vacations
- [Article No. 16.1](#) - Seniority
- [Article No. 22](#) - Health and Welfare Plan
- [Article No. 23](#) - RRSP

#### **ARTICLE NO. 20 - CONDITIONS OF EMPLOYMENT**

20.1. All employees covered by this agreement are required to be licensed under the Private Security and Investigative Services Act, 2005. It is the sole responsibility of the employee to ensure that their license is current and valid at all times. The employee will ensure that the Employer is provided with a copy of their current and valid license.

20.2. In the event that an employee is unable to obtain or maintain a current and valid security guard license for any reason or fails to provide the Employer with a copy of current and valid security guard license, the Employee will be suspended without pay until such time that the employee is able to obtain and produce a current and valid security guard license. This period of suspension shall not exceed four (4) weeks. In the event that an employee is unable to obtain and produce a current and valid security guard license for a period of four (4) weeks, seniority will cease and employment shall be terminated.

20.3. The Employer agrees to reimburse fifty percent (50%) per individual for the cost of security guard licenses required under the Private Security and Investigative Services Act, 2005 upon renewal for full-time and part-time employees on a bi-weekly basis.

20.4. All employees must be able to acquire, possess and maintain a valid Restricted Area Identification Card (RAIC) at all times while in the employ of the employer. If for any reason an employee does not, or is unable to possess a RAIC such as but not limited to loss, expiration, suspension or revocation, the employer shall not be held responsible for any loss of wages as a result. The employee will be responsible for any and all costs resulting from the replacement of a previously issued RAIC.

20.5. All employees must be able to acquire, possess and maintain a valid Access Control Certification (S Card) at all times while in the employ of the employer. If for any reason an employee does not, or is unable to maintain their certification, such as but not limited to loss of credentials, expiration, suspension or revocation, the employer shall not be held responsible for any loss of

wages as a result.

- 20.6. In the event that an employee is unable to acquire, possess and maintain a RAIC or Access Control Certification, the Employee will be suspended without pay until such time that the employee is able to obtain the RAIC and/or Access Control Certification. In no case shall such suspension exceed forty-five (45) days, at which point seniority will cease and employment shall be terminated.
- 20.7. This article is subject to the grievance procedure but limited to those circumstances solely within the jurisdiction of the Employer. [Article No. 20.2](#) shall apply to any other identification access cards, key cards, keys or similar equipment issued to an employee by either the employer or respective authority.
- 20.8. It is understood that employees must maintain a clear criminal record and as such must report any criminal charge or conviction to the employer immediately. Upon request of the employer the employee shall be required to obtain a police background check, the cost of which will be reimbursed to the employee upon submission.
- 20.9. It is understood that where a position requires the use of a company vehicle, the employee must at all times be in possession of a valid Ontario class 'G' driver's license with no more than 3 demerit points or no more than 2 minor moving violations. Where this is not the case the employer may reassign the employee to another classification that does not require the use of a vehicle.

#### **ARTICLE NO. 22 - HEALTH and WELFARE PLAN**

- 22.1. The Employer shall continue the responsibility for the administration of Health & Welfare benefits for all non-probationary employees covered by this agreement.
- 22.2. For the purposes of benefits, Full Time employees shall be defined as anyone who has, over the previous six (6) pay periods, worked regularly, thirty-one (31) or more hours per week. Part Time employees shall be defined as anyone who has over the previous six (6) pay periods, worked regularly, sixteen (16) or more hours per week and less than thirty-one (31) hours per week.
- 22.3. Sick days shall be provided as follows:

The Employer shall credit each current full-time employee with one (1) sick day per annum. After January 1 2015 the Employer shall credit each current full-time employee with two (2) sick days per annum.

Payment of sick days shall be applied in the following manner.

One full day's pay for the sick day provided that the day is a regular working day. It shall be the responsibility of the employee to claim for accredited sick days on such forms as the Employer may prescribe and must be taken within the calendar year. The sick day shall not be carried over from one year to the next.

Any proven abuse of the sick day provision will subject the employee to immediate dismissal without recourse to the grievance procedure.

#### **ARTICLE NO. 23 – RRSP CONTRIBUTIONS**

- 23.1. The Employer is to continue its contribution of twenty (\$0.20) cents per hour per employee payable into the employee's RRSPs.

- 23.2. It is the responsibility of each employee to provide the employer with the necessary bank information to allow the employer to make the contributions to individual employees. Until an employee provides the information, the money will be held by the employer.
- 23.3. Current employees have 60 days to provide the required information to the employer. New hires will provide the information within 30 days of being hired. Failure by new hires to provide the information in the time required will result in a loss of the payment until the information is provided, in which case, contribution will only commence at the time the information is provided.
- 23.4. Pension money accumulated to this point is to be distributed to the RRSPs of employees in the manner to be determined by the union. The union is to inform the employer within 60 days of this award how the money is to be distributed. The money is to be paid by the employer to individual recipients within 30 days from the date it is advised by the union how the money is to be distributed. Employees are of course, free to use the payments lawfully, as they see fit.

**ARTICLE NO. 24 - WAGE RATES**

**24.1. Lester B. Pearson International Airport**

	<b>Terminal Access Control</b>	<b>Backflow</b>	<b>Access Control (Ad-Hoc, Gates, Airlines)</b>	<b>Door Patrol</b>	<b>Screening Services</b>	<b>Security Driver</b>	<b>On-Call Casual</b>
Start Rate	\$10.38	\$10.38	\$10.38	\$10.38	\$12.15	\$10.38	\$10.38
3 Months					\$12.40		
After 1 year	\$11.45	\$11.25	\$11.45	\$11.60	\$12.66	\$12.45	Plus additional monies per Casual LOU
After 2 years	\$11.77	\$11.56	\$11.77	\$11.92	\$12.91	\$12.76	
After 3 years	\$12.12	\$11.92	\$12.12	\$12.27	\$13.16	\$13.11	
After 4 years	\$12.43	\$12.23	\$12.43	\$12.59		\$13.42	
After 5 years	\$12.84	\$12.64	\$12.84	\$12.99		\$13.62	
After 6 years	\$13.03	\$12.83	\$13.03	\$13.18		\$13.82	

- 24.2. There will be two further across the board wage increases to be based on the cost of living, on August 16, 2014 and August 16 2015. The cost of living increase will be the increase in the cost of living (Toronto, all items), year over year, July to July.
- 24.3. The Employer shall pay one dollar (\$1.00) per hour in addition to the wages noted above where the use of a personal vehicle is required and authorized by the Employer for the performance of employment duties.

**ARTICLE NO. 25 - SEPARATION OF EMPLOYMENT**

- 25.1. If an employee is terminated, discharged, or resigns, he/she shall receive his/her final pay cheque including all monies owing to him/her, subject to [Article No. 8](#) by his/her next regular payday.
- 25.2. The Employer shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) days, for any reason, within seven (7) days of the last day worked or terminated.
- 25.3. Where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear, the employer may require such employee to pay for any item(s) wilfully destroyed, mutilated or not returned, any such costs will be deducted from the employee's final pay.

#### **ARTICLE NO. 26 - INSPECTION PRIVILEGES**

- 26.1. Authorized agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the establishment(s) where employees of the Employer are employed, during working hours, and for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the working schedule.

#### **ARTICLE NO. 27 – TRAINING, RE-CERTIFICATION, EVALUATION, EXTRA SKILL, REQUIREMENTS**

- 27.1. All initial training conducted by the Employer in the probation period shall be considered a prerequisite of employment and will not be paid.
- 27.2. When the Employer specifically requires non probationary employees to take further training, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at the straight time rate of pay.
- 27.3. It is agreed that the scope and requirements of the workplace change from time to time. As such the employer may specifically require employees to take recurrence training or other training as a mandatory requirement of job continuance within their classification of work. The employee will be expected to successfully complete this training.
- 27.4. If an employee fails to successfully complete such training, they will be suspended without pay. Employees will be afforded the opportunity to retake the course on the next available scheduled training date. If an employee fails to successfully complete the course on the second attempt seniority will cease and employment shall be terminated. In no case shall such suspensions exceed thirty (30) days, at which point seniority will cease and employment shall be terminated.

#### **ARTICLE NO. 28 - PARKING ALLOWANCE**

- 28.1. The Employer shall pay one hundred percent (100%) of the cost of staff parking.
- 28.2. It is understood that the parking pass provided shall be used for the sole purpose of business related to the Employer.
- 28.3. The employee is responsible for payment of any costs resulting from loss or damage to the parking pass issued to the employee.

#### **ARTICLE NO. 29 - SAVING CLAUSE**

- 29.1. If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in [Article No. 12](#) - Grievance Procedure, herein.

### **ARTICLE NO. 30 - COMPENSATION COVERAGE**

- 30.1. The Employer shall provide coverage to all employees for injury on the job under the Workplace Safety Insurance Board in the Province of Ontario, or under an Insured Plan which provides coverage of compensation equal thereto.

### **ARTICLE NO. 31 – STRIKES and PICKET LINES**

- 31.1. During the life of this agreement there shall be neither lockout by the Employer nor any strike, sit down, and slow down, work stoppage or suspension of work, either complete or partial, for any reason by the union.
- 31.2. For the purposes of this article an illegal strike includes any form of collective or concerted action, hampering the efficient operations of the business of the employer or service for its customers as defined by the Canada Labour Code.
- 31.3. In the event of a strike, by a Labour Group other than those covered by this Agreement, involving the Employer's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

### **ARTICLE NO. 32 - UNION EDUCATION TRUST FUND**

- 32.1. The employer is to contribute \$1500.00 per year to the union education fund, payable May 1<sup>st</sup> each year of the collective agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010

**ON BEHALF OF THE EMPLOYER:**

ASP Incorporated

\_\_\_\_\_  
Dean Lovric

\_\_\_\_\_  
James Catney

\_\_\_\_\_  
Keith Fralick

\_\_\_\_\_  
Paul Parkinson

**ON BEHALF OF THE UNION:**

Unifor Local 2002

\_\_\_\_\_  
Joel Fournier

\_\_\_\_\_  
Ashley Watkins

\_\_\_\_\_  
Savithri Alahari

\_\_\_\_\_  
Gurpreet Malhi

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Jesse Prempeh

LETTER OF UNDERSTANDING 1

**BETWEEN: ASP INCORPORATED**

**AND: Unifor Local 2002**

**RE: Employment Letters**

The Parties hereto agree to the following:

L1.1. The Employer agrees to provide letters of employment when requested by the employee provided the requests are made in writing at least seven (7) days in advance, and are for a valid and verifiable reason.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**  
ASP Incorporated

**ON BEHALF OF THE UNION:**  
Unifor Local 2002

\_\_\_\_\_  
Dean Lovric

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Joel Fournier

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James Catney

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Ashley Watkins

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Keith Fralick

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Savithri Alahari

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Paul Parkinson

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Gurpreet Malhi

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Jesse Prempeh



LETTER OF UNDERSTANDING 2

**BETWEEN: ASP INCORPORATED**  
**AND: Unifor Local 2002**  
**RE: Non Conformance Reports (NCR's)**

The Parties hereto agree to the following:

- L2.1. Non Conformance Reports are not a disciplinary action. They are merely an occurrence report that is required to be generated for any and all instances where a product or service is found to be Non-Conforming. This is fundamental to the ISO system and necessary to identify the issues we need to address in all areas of the operation. Reports are not just generated for employees; they often are generated because of failed systems in Management or due to Management, Supplier or Customer issues.
- L2.2. These reports are also fundamental to our process of continuous improvement. Only when we know what areas we are failing in, can we make positive changes to improve.
- L2.3. All information generated as a result of the NCR reporting systems is used to determine whether we require improving our operations.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**  
ASP Incorporated

**ON BEHALF OF THE UNION:**  
Unifor Local 2002

\_\_\_\_\_  
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Paul Parkinson

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Gurpreet Malhi

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Jesse Prempeh

LETTER OF UNDERSTANDING 3

**BETWEEN: ASP INCORPORATED**

**AND: Unifor Local 2002**

**RE: Shift Re-Alignment at Lester Pearson International Airport**

The Parties hereto agree to the following:

L3.1. Upon ratification of the contract the Employer will determine the appropriate manpower requirements based on customer requirements at the Toronto Pearson International Airport. The Employer will build a schedule that meets those requirements.

L3.2. The new schedule will be posted seven (7) days prior to June 1 each year, after which management will consult with the employees in order of classification seniority to allow them to pick their preferred shift. Once that shift is picked it is ineligible for others to pick. The next person in order of seniority will pick their preferred shift, etc. etc. Seniority by classification will prevail for the purpose of this selection.

It is understood that the first shift bid will occur on or before August 1, 2013

L3.3. Employees will have an opportunity for work selection within the classification, on basis and in order of classification seniority or start date seniority (whichever is greater). For the 2013 reclassification only, the statuses of employees will not affect the order (1. full-time, 2. part-time, 3. casual).

L3.4. The shifts will be implemented on the second Sunday, but not less than fourteen (14) days following the end of the shift selections for each classification.

L3.5. The Company will staff its operation with full time employees whenever possible as per [Article No. 18](#). It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of all employees within the bargaining unit.

**Work Schedules:**

L3.6. The Company will build full time shift lines over thirty (30.25) to forty (40) hours per week.

L3.7. Hours not deemed as part of the full time complement and any outstanding hours not allocated will be available to the part time employees per [Article No. 18](#) who will be scheduled between sixteen (16) and thirty (30) hours per week. Any remaining hours will be distributed to On-Call Casual employees as per [Article No. 19](#).

L3.8. Shift lines will be offered in order of seniority to all employees for bid in order of classification seniority. Shift lines not selected during the bid process will be assigned to the most junior employee(s) in reverse order of seniority.

L3.9. A review of the shift schedules will take place on an annual basis. The Union will be advised of the establishment of any new schedules and the effects it may have on the bargaining unit employees.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**

ASP Incorporated

\_\_\_\_\_  
Dean Lovric

\_\_\_\_\_  
James Catney

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Keith Fralick

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Paul Parkinson

**ON BEHALF OF THE UNION:**

Unifor Local 2002

\_\_\_\_\_  
Joel Fournier

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Ashley Watkins

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Gurpreet Malhi

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Jesse Prempeh

LETTER OF UNDERSTANDING 4

**BETWEEN: ASP INCORPORATED**

**AND: Unifor Local 2002**

**RE: LABOUR MANAGEMENT JOINT COMMITTEE**

The Parties hereto agree to the following:

L4.1. The Labour Management Joint Committee will consist of a minimum of two (2) members appointed by the Employer and a minimum of two (2) members appointed by the Union.

The mandate of this committee shall be to develop good relations between the parties by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit, make recommendations and discuss and suggest alternate shift schedules.

The Labour Management Joint Committee shall meet monthly or as required.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**  
ASP INCORPORATED

**ON BEHALF OF THE UNION:**  
Unifor Local 2002

\_\_\_\_\_  
Dean Lovric

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Gurpreet Malhi

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Jesse Prempeh

LETTER OF UNDERSTANDING 5

**BETWEEN: ASP INCORPORATED**

**AND: Unifor Local 2002**

**RE: ADVANCED ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS**

The Parties hereto agree to the following:

L5.1. The Parties agree to use the ADR process outlined in this Letter of Understanding for one (1) year from the date of ratification. At the end of that one year period, this letter will expire and the process will no longer be used unless, with both Parties written agreement, the Letter of Understanding is extended.

The parties will continue to strive to have grievances resolved at the lowest possible step in the grievance process.

ADR Processes;

L5.2. The intent of the ADR processes are to provide a neutral third party who will attempt to resolve the grievance in a timely manner, normally at a preset quarterly review. As set out below, grievances which are selected for ADR may be submitted for Mediation or may be submitted to a binding Med/Arb pursuant to section 50 of the Labour Relations Act.

L5.3. The parties will agree to a Chief Mediator / Arbitrator who will be asked to act or appoint another person to act if he or she is unable to do so. The parties shall equally share in the fees of the Mediator / Arbitrator.

L5.4. All Med/Arb sessions will be attended by a maximum of four (4) representatives from each Party unless notified with reasons for a greater number no less than 10 days in advance. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.

L5.5. The Parties and / or the Mediator/Arbitrator will create a timetable for the provision of written briefs, witness statements and documentary production. These shall be provided to the Mediator/Arbitrator and the other Party no less than ten (10) days in advance of the scheduled hearing date.

L5.6. It is agreed that no more than three (3) grievances will proceed or be submitted for mediation / arbitration at a single session.

L5.7. The session will normally be conducted at the workplace. This will be altered at the consent of both parties. Should the ADR process occur during an employee's scheduled hours of work they will be paid their normal rate of pay

Mediation / Arbitration (Med/Arb);

L5.8. Grievances to be referred to Med/Arb will be discussed by the parties before an application is made and only when the Parties both agree that the grievance is appropriately addressed by Med/Arb process. The Parties may agree that a grievance is referred only for Mediation (see below) or may

agree to a Med/Arb with a binding decision.

L5.9. It is understood that all Med/Arb decisions are without prejudice or precedent and may not be relied upon save as resolution of the grievance at issue. The issue of a termination will not be the subject of Med/Arb.

Mediation;

L5.10. Any concessions, discussions or offers to settle the grievance, which occur during a mediation process, are made in confidence and will not prejudice either party at arbitration should the matter not be resolved.

L5.11. Notwithstanding the forgoing, any grievances submitted to mediation that remain unresolved in the process or at the request of either party may be advanced to the normal arbitration process in accordance with [Article No. 12](#).

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**  
ASP INCORPORATED

\_\_\_\_\_  
Dean Lovric

\_\_\_\_\_  
James Catney

\_\_\_\_\_  
Keith Fralick

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Paul Parkinson

**ON BEHALF OF THE UNION:**  
Unifor Canada Local 2002

\_\_\_\_\_  
Joel Fournier

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Ashley Watkins

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Savithri Alahari

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Gurpreet Malhi

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Jesse Prempeh

## LETTER OF UNDERSTANDING 6

**BETWEEN: ASP INCORPORATED**

**AND: Unifor Local 2002**

**RE: CASUAL / ON CALL EMPLOYEES – ARTICLE 19**

WHEREAS the Union and the Employer met to discuss the use of Casual / On Call employees under Article 19;

AND WHEREAS the Employer indicated an intention to provide extended periods of regular work by persons in this position in accordance with the provisions of 19.1 and had no certainty warranting the permanent positions of a regular employee;

AND WHEREAS the Union raised issues respecting the equity of extended work where no benefits, pension or other permanent benefits are accorded these persons;

THE PARTIES THEREFORE AGREED:

- L6.1. On Call Casual employees under Article 19 of the Collective Agreement will have their terms and conditions of employment governed pursuant to this Letter of Understanding and their contract of employment and the provisions of the Collective Agreement will only apply where expressly indicated in this Letter.
- L6.2. A Casual employee will work on a defined term or task contract. There is no guarantee of hours to be worked. Contracts from the employer may provide for up to one year of employment and such contracts may end at any time during that one year period upon the provision of one (1) week of notice or pay in lieu of notice, which week shall be based on average earnings for the previous seven weeks.
- L6.3. Casual employment contracts will provide for the payment of vacation pay as set out in 19.4. Casual employees will be provided with two weeks of unpaid leave per year.
- L6.4. Casual employees will be paid the hourly starting wage rate for the position they will fill.
- L6.5. In lieu of benefits, pension and in recognition of the irregular schedule and work opportunity, the Employer and the Union agree that until the stated expiry date in the current collective agreement, Casual employees will be provided with an additional payment of \$1.25 per hour. This payment shall not be factored into vacation pay, overtime pay nor shall it pyramid any similar claim.
- L6.6. Casual employment contracts will be ended prior to any layoff of Permanent employees.
- L6.7. Given the variable work time and experience of Casual employees, a Casual employee who posts for and is hired into a part-time or full-time position will serve a probationary period.
- L6.8. Casual employees will be covered by Article 1 (Bargaining Agency and Definition), Article 2 (Duration of Agreement), Article 3 (Union Security), Article 4 (Deduction of Dues), Article 5 (Management Rights), Article 6 (Leaves) save and except all leaves will be unpaid, Article 9 (Health and Safety), Article 12.1 and 12.2 (Grievance Procedure), Article 19 (Casual On Call). The Grievance and Arbitration provisions of the Agreement apply to Casual employees as if they were probationary employees under the Agreement. Furthermore, Casual employees are covered by any other rights which they are granted, pursuant to applicable legislation.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

**ON BEHALF OF THE EMPLOYER:**  
ASP INCORPORATED

\_\_\_\_\_  
Dean Lovric

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James Catney

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Keith Fralick

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Paul Parkinson

**ON BEHALF OF THE UNION:**  
Unifor Canada Local 2002

\_\_\_\_\_  
Joel Fournier

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Ashley Watkins

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Savithri Alahari

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Gurpreet Malhi

\_\_\_\_\_  
Jesse Prempeh



In the Matter of an Interest Arbitration

Between

CAW-Canada, Local 2002

And

A.S.P. Incorporated

Before: M. Brian Keller, Arbitrator  
Joel Fournier and Ashley Watkins for the union  
David Ross for the employer

Hearing in Toronto April 7, 2013

## **AWARD**

The employer is contracted, through a bidding process, to provide a variety of security services under various contracts to the Greater Toronto Airports Authority. There are approximately 250 employees who are represented by the CAW. The contracts were awarded in 2010 and are now being re-tendered for a further three year period.

The security services provided by the employees include the control of restricted areas, by means of a variety of methods.

The CAW represents the employees as a result of a successful displacement application in December 2010. At the time, the employer had contracts at both Pearson and Billy Bishop airports. It subsequently lost the work at Billy Bishop and the current collective agreement applies only to employees at Pearson airport.

The award incorporates all matters agreed to by the parties to the date of this award. The provisions of the expired collective agreement remain in effect unless otherwise awarded, The provisions of the agreement awarded go into effect April 10, 2013 unless stated otherwise or unless not practicable.

Before dealing with the individual issues in dispute, general comment must be made about the financial circumstances of the employer as the items remaining in dispute all have monetary implications. I will not enter into a detailed rationale for my conclusions given the sensitivity of that information, particularly while the employer is formulating its

bid in an effort to retain its contracts. Suffice it to say that I accept, based on the employer's financial disclosure that it has, for various reasons, operated at a loss the last two years. Given the nature of the tendering process, its future financial situation is, of course, unknown.

### **PENSIONS**

The collective agreement with the predecessor bargaining agent required the employer to make a pension contribution of 20 cents per hour per employee. The accumulated money is still in the possession of the employer. On an on-going basis, the employer is to continue its contribution of 20 cents per hour per employee but payable in to employees RRSPs. It the responsibility of each employee to provide the employer with the necessary bank information to allow the employer to make the contributions to individual employees. Until an employee provides the information, the money will be held by the employer. Current employees have 60 days to provide the required information to the employer. New hires will provide the information within 30 days of being hired. Failure by new hires to provide the information in the time required will result in a loss of the payment until the information is provided, in which case, contribution will only commence at the time the information is provided.

Pension money accumulated to this point is to be distributed to the RRSPs of employees in the manner to be determined by the union. The union is to inform the

employer within 60 days of this award how the money is to be distributed. The money is to be paid by the employer to individual recipients within 30 days from the date it is advised by the union how the money is to be distributed. Employees are, of course, free to use the payments lawfully, as they see fit.

### **UNION EDUCATION FUND**

The employer is to contribute \$1500 per year to the union education fund, payable May 1 each year of the collective agreement.

### **SICK DAYS**

This is a significant cost item, each sick day representing approximately \$40,000 in employee replacement and overtime cost to the employer. One additional sick day is awarded effective January 1, 2015.

### **TERM**

The collective agreement will expire August 15, 2016, to coincide with the length of the contract to be awarded by the GTAA.

**BONUS**

In the event the employer is awarded the contract(s) by the GTAA, each employee who is employed on August 16, 2013, will be paid \$150, less those deductions required by law, the money to be paid by September 15, 2013.

**WAGES**

I have carefully considered the submissions of the parties and have applied the normal criteria during my deliberations. In particular, I have considered the financial situation of the employer, the nature of the work performed by the members of the bargaining unit as well as their current terms and conditions of employment. In my deliberations I have applied the principles of comparability and replication.

By replication, I mean I have attempted to come up with a result that the parties themselves might have achieved had they the same financial information I have and had they used the same considerations taking into account all relevant factors.

I have carefully examined the comparators offered by each party. While I find them somewhat helpful, I do not find any of them particularly dispositive. The union comparator in Vancouver has to be considered in light of a very different geographical region and somewhat different labour considerations. The comparison with the casinos is flawed based on the different nature of the work. The comparison with Garda is flawed based on the very significant difference in the nature of the work.

The employer comparators are equally flawed based on the differences of the work performed and the difference of the consequences of the work.

In addition to the above, I have also considered the fact that only one employee in the last year has not received an increase in remuneration based on grid movement. The increase for each employee has been in the order of three percent.

Finally, I have considered the consequences of awarding a wage increase that could affect the viability of the employer as a going concern. This could result in job losses, potentially significant in number, as well as a situation where the employees could find themselves unrepresented by any trade union with all the negative implications that flow from that.

Based on all the above, I award a 1.25 per cent across the board wage increase effective and retroactive to April 10, 2013. In addition, there will be two further across the board wage increases effective August 16, 2014 and 2015. The cost of living

increase will be the increase in the cost of living (Toronto, all items), year over year, July to July.

It is to be noted that the employer was required to increase the start rate as a result of the increase to the minimum wage. The result was that the start rate and the three month rate became the same. Consequently, there is no need to maintain the three month rate. That is, employees starting work, or having less than three months of service, will have the same wage rate as three month employees.

### **SENIORITY**

Classification seniority will govern for bids. Over-all date of hire will govern in the case of a lay-off, meaning last-in, first- out. In the case of recall, it will be last-out, first-in.

Before any part-time or full-time employees are laid off, the employer will cease using casual employees. Except in the case of G4S employees, referred to below, overall seniority will govern except as provided above.

**LETTERS OF UNDERSTANDING**

Letters of Understandings are renewed with the exception of the LOU dealing with Billy Bishop employees, which is deleted.

The 2008 LOU dealing with G4S employees is spent and not renewed.

**FORMER G4S EMPLOYEES**

Former G4S employees hired after January 27, 2008 until February 14, 2008, will maintain their vacation entitlement based on their total seniority even if they move to another classification. If they change classification, they will, for all other purpose, go to the bottom of the seniority list for their new classification.

**ARTICLE 20.9**

The employer's proposal regarding 25 years of age is not awarded.



**OTHER**

In addition to the above specifically enumerated changes, there are other provisions awarded. They are contained at Schedule "A"

The parties are to meet within two weeks to complete the collective agreement.

I remain seized to deal with any issue arising from the interpretation, application, administration or implementation of any aspect of this award.

Ottawa, this this day 11th of June, 2013



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M. Brian Keller, Arbitrator

## **SCHEDULE A**

*(The numbering has to be confirmed.)*

### **Article 1**

1.1 The Employer recognizes CAW/TCA Local 2002 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of ASP Incorporated located at Lester B. Pearson International Airport , excluding those who perform management functions and those employed in a confidential capacity in matters relating to industrial relations, as per CIRB Order No. 9572-U.

1.5. A “Full-time Employee” is an employee who holds a permanent position on a continuous basis, in accordance with Article No. 17(b).

1.6. A “Permanent Part-time Employee” is an employee who holds a permanent position on a continuous basis, in accordance with Article No. 18(2)(a).

1.7. An “On-Call Casual Employee” is an employee who is offered work as set out in Article No. 19(a).

1.8. “Classification Seniority” (Department Seniority) is for purposes of this agreement;

- o Assignment of hours
- o Displacement within the classification
- o Scheduling (incl. shift vacancies)
- o Job posting within the classification
- o Awarding of over time

1.9. “Start Date Seniority” (Overall Seniority) shall be the last date of hire with company and for purposes of this agreement;

- o Payment of wages (Article No. 24)
- o Lay off
- o Severance pay
- o Vacation entitlement

1.10. "Day" shall refer to calendar day unless expressly stated to the contrary

1.11. A "grievance" is defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement. Any reference in any article to the right to grieve by an Employee or by the Union is solely for the purpose of emphasis.

1.12. "Assignment Displacement" occurs when the client of the employer notifies the employer that a particular job assignment that will no longer be required, this results in the loss of those shifts at that post/assignment.

### **Article 6**

6.3.1. The Employer will grant upon request up to Four (4) days Leave of Absence with pay in the event of death in the immediate family, (mother, father, husband, wife, children, sister, brother, common law partner, & grandparent/grandchildren) and two (2) days Leave of Absence with pay, event of death in the extended family (mother-in-law, father-in-law, brother-in-law, sister-in-law), provided the days fall on a regularly scheduled work day of the employee.

Additional time unpaid leave may be granted with documentation for purposes of overseas travel.

6.3.3 Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid the balance of his/her shift.

6.5.2. A shift change can be made and approved by a local Supervisor/Coordinator as long as the request is made by two qualified parties, within the same pay period and no overtime is a result of the exchange.

### **Article 8**

8.1 All employees will purchase their own first uniform in accordance with the following values and will remit payment by payroll deduction in an amount not to exceed twenty-five dollars (\$25.00) per pay period. In the event an employee is terminated from employment for any reason, all remaining outstanding amounts will be deducted from the final pay cheque in one lump sum.

Full Time Tactical:

3 Shirts  
 2 Pairs of Pants  
 1 Tie  
 1 Hat  
 1 Bomber Jacket

Part Time Tactical:

2 Shirts  
 1 Pair of Pants  
 1 Tie  
 1 Hat  
 1 Bomber Jacket

Full Time Tactical

\$385.00

Part Time Tactical

\$265.00

8.2. All uniforms shall be expected to last a minimum of 12 months after the date of issue. After that time uniforms will be replaced on an as needed basis only, without further cost to the employee.

8.3. The employer shall reimburse up to eighty (\$80.00) dollars for CSA approved safety boots after twelve (12) months of employment with the presentation of a valid receipt of purchase and shall reimburse up to eighty (\$80.00) dollars every twenty-four (24) months thereafter with the presentation of a valid receipt.

8.4 All uniforms shall be expected to last a minimum of 12 months after the date of issue. After that time uniforms will be replaced on an as needed basis only, without further cost to the employee.

8.5. The Employer shall hold back \$50.00 for each piece of ID that they are issued through their tenure of employment with the company. Upon termination of employment the employee is required to return their ID prior to the last processing date for payment of wages to ensure that the hold back is refunded.

## Article 9

### **9.2. NO DISCRIMINATION / HARASSMENT**

9.2.1. The parties agree that there shall be no discrimination or harassment against any employees by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, union membership or non-membership, nor for any other reason which is prohibited by the Canadian Human Rights Act. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

### 9.2.2. Bullying and Harassment

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

9.2.3. The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

### 9.2.4. Complaint Resolution – Discrimination or Harassment:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
- b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they should bring the incident forming the basis of the complaint to the attention of a Manager and the CAW Regional Vice President, CAW District Chair, the CAW National Representative or the Local 2002 President.
- c) The parties will review the complaint and, if the complaint is between members of the bargaining unit, may strike a committee and carry out a joint investigation. Where the complaint is in respect of a member of management or a non-member of the bargaining unit the parties will discuss the best approach and, absent agreement, the Employer will investigate.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis but with no less than one member each.
- e) Where the Joint Committee does not render a decision with majority support, the determination of the Management will prevail.
- f) All matters brought before the committee will be dealt with the utmost confidentiality.
- g) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment

## **Article 12**

12.1. All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

STEP 1: Any grievance of an employee shall first be taken up between such employee and their immediate Supervisor or Employer designate. However, such employee will be entitled to be accompanied by a Shop Steward or a Union Representative Step 1 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays): ...

12.4 All disciplinary action, save and except discipline imposed for harassment, workplace violence, shall be withdrawn from the employees personnel record eighteen (18) months from the date on the disciplinary notice and cannot be used against the employee at a later date.

## **Article 13**

13.2. The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. The delivery of this pay statement will be by email unless a written request is received by the employee for it to be mailed. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

## **Article 14**

14.2. In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of January 1st of the year following the first year of employment through to December 31st of the next year. Vacation will be four percent (4%) of the gross wages paid to that employee in the portion of the year worked.

14.18 Despite Article No 1.9 former G4S employees hired after Jan 27 2008 until Feb 14 2008 will have their vacation entitlement based on their classification seniority instead of "start date seniority" while remaining only in the 'TAC' classification.

**Article 15**

15.2. Each full-time employee shall be paid 1/20th of the wages he has earned during the thirty calendar days immediately preceding that general holiday which is calculated from the first day on payroll. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.

15.3. Following the first thirty (30) days of employment each permanent part-time employee shall be paid 1/20th of the wages he has earned during the thirty calendar days immediately preceding that general holiday. In order to qualify for General Holiday pay, employees must have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.

15.6. Any time worked on a holiday is not counted in calculating overtime entitlement.

**Article 16**

16.2. Strict seniority (as defined in Article No 1.8 & 1.9) shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the last date of hire with the Company.

Seniority shall cease and employment shall be terminated for any of the following reasons:

- o if an employee quits;
- o if an employee fails to report for their scheduled shift without notifying the employer in advance of the reason for their absence, and subsequently does not make contact directly with the employer (messages are not sufficient) within seventy two (72) hours of start of their scheduled shift.
- o is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
- o fails to notify the Employer of his/her intention to return to work within seven (7) calendar days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
- o Works for a direct competitor of the Employer.
- o Fails to return to work upon the expiration of an authorized leave of absence or vacation.

16.5 For purposes of any assignment displacements;

- a) The affected employee shall displace the most junior person on same shift, same status, within the classification, so that they can keep their same 'time of day' hours if possible.
- b) the first displaced employee will displace the most junior on another shift, same status, within the classification if possible or (e),
- c) the second displaced junior employee will displace the most junior employee on the last shift, same status, within the classification if possible or (e)
- d) the last employee displaced will be offered casual work when available.
- e) Any employee can opt to go directly to a casual status during this process and the displacements will stop at that point.

16.10. Part-time employees will be end-tailed onto the classification/departmental seniority list.

16.14. It is understood that an employee who transfers to a different classification/department shall be end-tailed on the Classification/Department Seniority list regardless of the employee's date of last hire.

## **Article 17**

17.6. The Employer will avoid adjusting an employee's permanent schedule for the sole purpose of avoiding paying overtime.

17.15.2. Employees scheduled on twelve (12) hour shifts shall be entitled 75 minutes paid break time. Employees scheduled twelve (12) hour shifts will be provided 45 minutes "free from work" during their shift. This may be broken in two intervals (30 & 15 minutes). This time is inclusive of the total breaks, not in addition.

17.15.6. If an employee's break is interrupted, he or she should note this with a supervisor immediately so arrangements for a replacement break may be made.

17.15.7 Where an employee is working in a position where he or she has facilities (eg. gate), it is understood that breaks will be self-directed and taken at the post as scheduled by the employee having regard to the normal work flow. If an employee at such a post is unable to take breaks as a result of being recalled for recorded work duty interruptions, he will immediately note this with a supervisor and break relief will be scheduled. It is understood that Supervisory Personnel may perform break relief.



**Article 18**

18.5. Seniority (Classification) will be the deciding factor as to who gets priority on part-time shift schedules.

18.6. The Employer will offer the opportunity to Part-time employees to move to Full-time prior to offering work to new employees. Seniority (Classification) will be the deciding factor as to who would move to Part-time should positions be available. Should Part-time employees choose to go to Full-time, they will maintain their classification seniority for a period of ninety (90) days. If after ninety (90) days, they choose to remain as permanent Full-time, they will be placed on the Full time seniority list as of the date of the transfer. Should they choose to return to Part-time status at a later date, they will be placed at the bottom of the Part-time seniority list when an opening occurs in part-time.

**Article 20**

20.6 In the event that an employee is unable to acquire, possess and maintain a RAIC or Access Control Certification, the Employee will be suspended without pay until such time that the employee is able to obtain the RAIC and/or Access Control Certification. In no case shall such suspension exceed forty-five (45) days, at which point seniority will cease and employment shall be terminated.

**LETTER OF UNDERSTANDING – SCHEDULES**

The Parties hereto agree to the following:

L3.1. Upon ratification of the contract the Employer will determine the appropriate manpower requirements based on customer requirements at the Toronto Pearson International Airport. The Employer will build a schedule that meets those requirements.

L3.2. The new schedule will be posted seven (7) days prior to June 1 each year, after which management will consult with the employees in order of classification seniority to allow them to pick their preferred shift. Once that shift is picked it is ineligible for others to pick. The next person in order of seniority will pick their preferred shift, etc. etc. Seniority by classification will prevail for the purpose of this selection.

It is understood that the first shift bid will occur on or before August 1, 2013.

L3.3. Employees will have an opportunity for work selection within the classification, on basis and in order of classification seniority or start date seniority (whichever is greater). For the 2013 reclassification only, the statuses of employees will not affect the order (1. full-time, 2. part-time, 3. casual).

L3.4. The shifts will be implemented on the second Sunday, but not less than fourteen (14) days following the end of the shift selections for each classification.

L3.5. The Company will staff its operation with full time employees whenever possible as per Article No. 18. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of all employees within the bargaining unit.

#### Work Schedules:

L3.6. The Company will build full time shift lines over thirty (30.25) to forty (40) hours per week.

L3.7. Hours not deemed as part of the full time complement and any outstanding hours not allocated will be available to the part time employees per Article No. 18 who will be scheduled between sixteen (16) and thirty (30) hours per week. Any remaining hours will be distributed to On-Call Casual employees as per Article No. 19.

L3.8. Shift lines will be offered in order of seniority to all employees for bid in order of classification seniority. Shift lines not selected during the bid process will be assigned to the most junior employee(s) in reverse order of seniority.

L3.9. A review of the shift schedules will take place on an annual basis. The Union will be advised of the establishment of any new schedules and the effects it may have on the bargaining unit employees

#### **LETTER OF UNDERSTANDING RE: ADVANCES ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS**

The Parties hereto agree to the following:

L5.1. The Parties agree to use the ADR process outlined in this Letter of Understanding for one (1) year from the date of ratification. At the end of that one year period, this letter will expire and the process will no longer be used unless, with both Parties written agreement, the Letter of Understanding is extended.

The parties will continue to strive to have grievances resolved at the lowest possible step in the grievance process.

#### ADR Processes;

L5.2. The intent of the ADR processes are to provide a neutral third party who will attempt to resolve the grievance in a timely manner, normally at a preset quarterly review. As set out below, grievances which are selected for ADR may be submitted for Mediation or may be submitted to a binding Med/Arb pursuant to section 50 of the Labour Relations Act.

L5.3. The parties will agree to a Chief Mediator / Arbitrator who will be asked to act or appoint another person to act if he or she is unable to do so. The parties shall equally share in the fees of the Mediator / Arbitrator.

L5.4. All Med/Arb sessions will be attended by a maximum of four (4) representatives from each Party unless notified with reasons for a greater number no less than 10 days in advance. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.

L5.5. The Parties and / or the Mediator/Arbitrator will create a timetable for the provision of written briefs, witness statements and documentary production. These shall be provided to the Mediator/Arbitrator and the other Party no less than ten (10) days in advance of the scheduled hearing date.

L5.6. It is agreed that no more than three (3) grievances will proceed or be submitted for mediation / arbitration at a single session.

L5.7. The session will normally be conducted at the workplace. This will be altered at the consent of both parties. Should the ADR process occur during an employee's scheduled hours of work they will be paid their normal rate of pay

#### Mediation / Arbitration (Med/Arb);

L5.8. Grievances to be referred to Med/Arb will be discussed by the parties before an application is made and only when the Parties both agree that the grievance is appropriately addressed by Med/Arb process. The Parties may agree that a grievance is referred only for Mediation (see below) or may agree to a Med/Arb with a binding decision.

L5.9. It is understood that all Med/Arb decisions are without prejudice or precedent and may not be relied upon save as resolution of the grievance at issue. The issue of a termination will not be the subject of Med/Arb.

Mediation;

L5.10. Any concessions, discussions or offers to settle the grievance, which occur during a mediation process, are made in confidence and will not prejudice either party at arbitration should the matter not be resolved.

L5.11. Notwithstanding the forgoing, any grievances submitted to mediation that remain unresolved in the process or at the request of either party may be advanced to the normal arbitration process in accordance with Article No. 12