

COLLECTIVE AGREEMENT

BETWEEN:

COMMISSIONAIRES NOVA SCOTIA



(The “Employer” or “CNS”)

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

Local 85100



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

(The “Union” or “PSAC”)

Effective: From date of signing until December 31, 2017

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ARTICLE 1: PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between CNS, PSAC, and the Employees and to set forth certain terms and conditions upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to the PSAC, CNS, and the Employees.

ARTICLE 2: DEFINITIONS

- 2.01 "Employee" refers to only those employees of CNS who are covered by this Agreement (see bargaining unit described in Article 3.01) and this term includes both male and female Employees and singular and plural numbers of Employees as the context may require.
- 2.02 "Full time Employee" means an Employee who on an ongoing full time basis is given regular shift assignments at the site.
- 2.03 "Dedicated spare Employee" means an Employee who is not a full time Employee but who receives work in relieving full-time regular Employees during their absences or satisfies an additional staffing need as determined by the client (such as escort work), and is one of a group of Employees who, while subject to other site assignments from time to time, is primarily dedicated to work at the Site.
- 2.04 "Spare Employee" means an employee who is not a member of the bargaining unit, who works from CNS's general spare list (Detail 85), and obtains periodic or sporadic work as necessary but not on a dedicated basis.
- 2.05 "Employer" or "CNS" means Commissionaires Nova Scotia.
- 2.06 "Union" or "PSAC" means Public Service Alliance of Canada.
- 2.07 "Site" means the premises of the Halifax Stanfield International Airport ("HSIA") serviced by a contract with the Halifax International Airport Authority ("HIAA").
- 2.08 "Local" means Directly Chartered Local 85100 of the PSAC.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for those employees of the Employer who work at the premises of the Halifax International Airport Authority ("HIAA") at the Halifax Stanfield International Airport ("HSIA") in the following bargaining unit described in the Certificate issued by the

Canadian Industrial Relations Board (CIRB) # 10480-U dated the 22nd day of January 2014, and as amended:

It is understood that the excluded positions are:

- Security Support Manager
- Site Manager/APSS Commander
- CNS Parking & Curbside Services Manager (Ground Transportation Manager)
- Watch Commander
- Escort Manager

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of the Agreement are retained exclusively by the Employer, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to the right to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients; the right to maintain order, discipline, and efficiency; the right to make, initiate, alter and enforce employee rules, regulations, policies and procedures; the right to select, hire, train, direct and control the Employees; the right to determine Employee eligibility requirements; the right to determine and enforce training requirements and standards; the right to transfer, assign, promote, demote, classify, reclassify, lay-off and recall (subject to Article 17), replace and retain Employees; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to make studies of workloads and institute changes in work loads and job assignments; the right to plan, direct and control operations; the right to select and retain employees for positions excluded from the bargaining unit; the right to determine prices and rates for its services; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part; the right to control productivity; the right to determine standards, methods and means of work; the right to determine the job content and requirements of any job or classification; the right to determine the number and qualifications of Employees needed by the Employer at any time and the number of Employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked; and, the right to maintain or establish standards of quality and quantity to be maintained.

The above enumeration of rights is by way of example and is not a limitation of the Employer's rights to manage its business without interference, which rights are solely and exclusively the rights of the Employer, and the continuance or discontinuance of any past practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Employer.

- 4.02 Except to the extent provided herein and by applicable provisions of the *Canada Labour Code*, this Agreement in no way restricts the authority of the Employer. Management will exercise its rights in a manner that is consistent with the provisions of this Agreement and, as to any of the enumerated rights in Clause 4.01, where required by applicable legislation or binding jurisprudence, in good faith and without discrimination (as that word is defined in Article 13.01 of this agreement).

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURES

- 5.01 A grievance is defined as a written complaint concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement or of relevant legislation. Grievances involving the interpretation of provisions of this Agreement may not be filed without the prior written approval of the Union.
- 5.02 Should an Employee have a complaint which may become a grievance, the Employee must first discuss the complaint with the Site Manager/APSS Commander, Watch Commander or with the appropriate section manager or the delegates of either of him/her (the person to respond will be identified immediately following the Employee first raising the complaint with the office of the Site Manager/APSS Commander) within twenty-five (25) days of becoming aware of the circumstances that may lead to a grievance. The purpose of this discussion is to explore the possibility of reaching a resolution of the matter. The answer to the complaint will be given no later than 48 hours (excluding weekends and holidays) after the discussion.
- 5.03 During the processing of a complaint or grievance under the procedures referred to in clauses 5.02 or 5.04, an Employee, may be represented or assisted by his/her shop steward or alternate, or by a non-Employee Union representative. The Employee will be advised by CNS of his/her right to have such representation but a failure by the Employee to seek such representation assistance will not invalidate any action taken or not taken in the grievance procedure.
- 5.04 The time limits set out in the formal grievance procedure are mandatory and not directory. In calculating such time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits in Steps 1, 2, 3, and 4 are not complied with, then the grievance will be considered as having been abandoned unless the parties have mutually agreed, in writing, to extend a particular time limit(s).

During the processing through any of the following Steps, subject to the required meeting in Steps 1 and 2 below, the parties may, after mutual agreement in writing, meet to discuss the case. Such meetings will not affect the requirement for compliance with the time limits for processing the grievance.

Step 1

When an employee becomes aware of the circumstances giving rise to the grievance, or when the employee receives a response from the Site Manager/APSS Commander, Watch Commander or appropriate section manager or his/her non-bargaining unit designate at the worksite within the 48 hour timeframe for the discussion of the complaint; then the Employee has twenty-five (25) days in which to file a grievance to the Director of Operations or his/her non-bargaining unit designate at the worksite. If requested, the Director or his/her non-bargaining unit designate will provide to the Employee or, if applicable, to his/her representative, a written receipt acknowledging the date upon which the grievance was received by him/her.

Within fifteen (15) days of receipt of the grievance, the Director of Operations, or his/her non-bargaining unit designate, together with a CNS HR Representative, will meet with the Employee grievor and, if requested by the Employee, his/her Union representative to discuss the case, and will give a written reply to the grievor with a copy to the Union within fifteen (15) days of receipt of the grievance by him/her.

Step 2

If the Director of Operations' reply is not satisfactory to the Employee or failing the reply at Step 1, the Employee or the Union has ten (10) days from the date that the decision or settlement has been conveyed in writing to the grievor by the Employer in which to transmit the grievance to Step 2. Where the Employer has not conveyed a decision to the grievor within the prescribed time limit in Step 1, the grievor has fifteen (15) days from the date that the decision should have been conveyed by the Employer in which to transmit the grievance to Step 2. In either case, this shall be done by submitting the grievance, in writing, to the Director of Human Resources, or her/his designate.

The Director or her/his designate will, together with another CNS Representative, meet with the Employee grievor and, if requested by the Employee, his/her Union representative (or in the case of a policy grievance pursuant to Article 5.11, the President of the Union Local) to discuss the case, and will give a written reply to the grievor with a copy to the Union within fifteen (15) days of the receipt of the grievance by her/him.

Step 3

If the Director of Human Resources' reply is not satisfactory to the Employee or failing the reply at Step 2, the Employee or the Union has ten (10) days from the date that the decision or settlement has been conveyed in writing to the grievor by the Director of Human Resources in which to transmit the grievance to Step 3. Where the Employer has not conveyed a decision to the grievor within the prescribed time limit in Step 2, the grievor has fifteen (15) days from the date that the decision should have been conveyed by the Employer in which to transmit the grievance to Step 3. This shall be done by submitting the grievance, in writing, to the Chief Executive Officer or in the absence of the CEO, his/her designate. The grievor must sign and date the receipt of the reply from CNS, a

copy of which must also be provided to the union representative immediately after the grievor signs acknowledgement of same. The CEO or his/her designate, provided the designate is not the respondent at Step 1 or Step 2, will give a written reply to the grievor with a copy to the Union within fifteen (15) days of the receipt of the grievance by him/her.

Step 4

An Employee or the Union has fifteen (15) days from the expiry of the time limit for the reply in step 3 in which to transmit the grievance, in writing, to arbitration as provided for below.

- 5.05 Within seven (7) days after the notice is received by CNS referred to in Step 4 above, the Union and CNS will each nominate a member to a Board of Arbitration and advise the other party of that person's name in writing.
- 5.06 The two representatives so nominated shall, within ten (10) days of the appointment of the second of them, select a third person to act as Chair of the Arbitration Board, and in default of doing so, the Federal Minister of Labour may, upon the application of either party, appoint such third person.
- 5.07 Within fifteen (15) days of the appointment of the Chair, the Board of Arbitration shall set a date for a hearing regarding the grievance. The Board shall endeavour to render its decision within thirty (30) days after conclusion of the hearing.
- 5.08 In lieu of the Arbitration Board referred to above, the parties may agree to have the grievance arbitrated by a Sole Arbitrator and in such case, the provisions of clauses 5.07 and 5.09 shall apply with the appropriate contextual amendments to such Sole Arbitrator.
- 5.09
 - (a) The Board or Sole Arbitrator must deal only with the grievance for which it or he/she is appointed. Evidence submitted must be relevant to the grievance.
 - (b) In cases of discipline or discharge, the Board or Sole Arbitrator shall have authority to substitute a lesser penalty if in its or his/her opinion this is justified in the circumstances of the particular case and, if warranted, compensate the Employee for lost income and benefits. The Board or Sole Arbitrator shall render his/her Award within a reasonable period as agreed to by the parties.
 - (c) The decision of the Board or Sole Arbitrator shall be final and binding; however, the Board or Sole Arbitrator shall have no authority to alter, modify, add to, or amend in any respect any provision of the Agreement, nor should any decision be incompatible with the provisions of this Agreement.
 - (d) The fees and expenses of the Board Chair or Sole Arbitrator will be shared equally between the CNS and the Union and each shall pay the fees and expenses of its nominee to the Board.

- 5.10 The time limits set out in this Article may be extended by mutual written agreement of the CNS and the Union. If the time limits specified or extended by agreement are not met, the grievance or arbitration submission will be deemed to have been abandoned.
- 5.11 CNS and the Union may file policy grievances which shall be initiated at Step 2 of the grievance procedure but the Union policy grievance shall not be a substitute for an Employee grievance.
- 5.12 The parties agree that by mutual consent in writing only, any grievance may be referred to the following expedited arbitration procedure:
- (a) The decision shall be by a Sole Arbitrator whose decision shall not constitute a precedent nor be referred to in any subsequent arbitration between the parties.
 - (b) The Sole Arbitrator shall have no authority to alter, modify, add-to, or amend in any respect any provision of the Agreement, nor should any decision be incompatible with the provisions of this Agreement.
 - (c) Such decisions from the expedited format shall be final and binding upon the parties.
 - (d) Whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, give a brief resume of the reasons for the decision, and then confirm such reasons in writing within ten (10) days of the conclusion of the hearing. When it is not possible to give such oral decision the arbitrator must render a written decision as soon as possible but no later than fifteen (15) days of the conclusion of the hearing.
 - (e) The Sole Arbitrator shall be chosen by mutual agreement between the parties, or failing such agreement appointed by the Federal Minister of Labour.
 - (f) The costs of the Arbitrator shall be shared equally.

ARTICLE 6: UNION REPRESENTATIVES

- 6.01 CNS acknowledges the right of the Union to appoint or otherwise select a minimum of three (3) Employees as representatives at the Site.
- 6.02 The Union shall notify CNS, on a current basis in writing, of the names of the representatives referred to in clause 6.01. At the same time, the Union will advise CNS in writing of the representative area of responsibility of each of the representatives.
- 6.03 It is acknowledged that the representatives continue to have their normal job duties to perform, but they may seek permission from their immediate management supervisor, or his/her delegate, to have time off with no loss in pay during normal working hours to deal

with Employee or Union complaints relating to issues arising from the terms of this Agreement or the processing of grievances as defined in this Agreement. Before leaving work for those purposes, they will obtain prior permission to do so. Such permission will not be unreasonably withheld. Unless it is clearly not practicable to do so, the representatives shall report back to the person who gave such permission before resuming normal work activities.

- 6.04 Unless it is not practicable to do so, when CNS requests the presence of a Union representative at a meeting, the representative's supervisor will be informed of such request.

ARTICLE 7: JOINT UNION-MANAGEMENT CONSULTATION COMMITTEE (UMCC)

- 7.01 The parties agree to establish a committee consisting of three representatives of each party, one of the Union representatives to be the Local President, for the purpose of discussing general issues relating to the work place. Each party will, in writing, forthwith inform the other of the names of its members on the Committee.
- 7.02 The Committee shall not have jurisdiction over matters of collective bargaining, nor grievances, nor have the power to bind either party or the Employees to any conclusions reached in their discussions.
- 7.03 The Committee shall meet on a regular schedule and at such times that its members agree upon, but not less than every second calendar month unless both parties agree that such meeting is not required. Their meetings are intended to discuss issues agreed by them as appropriate to maintain a positive and effective working relationship in the work place. The parties agree that respectful communications is an essential element in achieving that relationship. The discussions are meant to be meaningful and constructive.
- 7.04 The Committee shall, at the first meeting, develop guidelines, as mutually agreed, including such as but not limited to, the conduct of the meetings, agenda, undertaking actions agreed upon, minutes, co-chair and scheduling.
- 7.05 Employees attending the UMCC meetings will not suffer any loss in pay.

ARTICLE 8: LEAVES

- 8.01 Maternity leave shall be as per the *Canada Labour Code*.
- 8.02 Parental/adoption leave shall be as per the *Canada Labour Code*.
- 8.03 (a) In the event of the death of an Employee's immediate family, defined as the Employee's spouse (including common-law partner), child (including step child and adopted child), ward or parent (including step parent), the Employee will be entitled

to paid bereavement leave up to a maximum of three (3) scheduled shifts. Such leave shall be up to a maximum of two (2) scheduled shifts on the death of the Employee's sibling. Such leave shall be up to a maximum of one (1) scheduled shift on the death of the Employee's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and other relatives or persons permanently residing in the Employee's household or with whom the Employee permanently resides.

- (b) In special circumstances and at the request of the Employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive and shall not exceed the number provided for in paragraph (a).
 - (c) At the request of the Employee, CNS will grant up to three shifts leave without pay for the purposes of bereavement leave travel.
- 8.04 CNS may grant an Employee an unpaid leave of absence requested by the Employee in writing.
- 8.05 Employees who are members of the Canadian Armed Forces Primary Reserve, or the Cadet Instructor Cadre may be granted an unpaid leave of absence to engage in an operational mission or military duty or military training, requested in writing, to a maximum of twelve (12) months' leave without pay. An extension may be requested in writing and will not be unreasonably denied. Upon conclusion of the leave, CNS will return the Employee to his/her former position within the Bargaining Unit if available, and if not, to a reasonably comparable position.
- 8.06 CNS shall grant leave with pay to an Employee who is required to attend, and actually attends and testifies (if required), as a subpoenaed witness before a legal body having authority to issue subpoenas or summons, in a case related to his/her duties as a Commissionaire. The Employee concerned will endorse in favour of CNS any payment, excluding expenses (e.g. parking, meal, mileage), he/she receives for such attendance.
- 8.07 CNS shall make reasonable efforts to accommodate without pay an Employee whose religion or culture requires attendance to fulfill obligations during what would normally be the Employee's work time. For this purpose, Employees may request annual vacation leave time or arrange a shift exchange with a fellow Employee (provided this does not create any operational problem) in order to fulfill their religious or cultural obligations.
- 8.08 (a) While an Employee is on an approved leave, with pay, under this Article, subject to the provisions of the relevant benefit plans, the Employee is entitled to continue benefits' coverage he/she is enjoying on the day the leave commences on condition that he/she continues to pay his/her portion of the required premiums.
- (b) While on approved leave, without pay (not including vacation leave), subject to the provisions of the relevant benefit plans, the Employee may continue to obtain coverage of the benefits he/she was enjoying at the commencement of the leave

provided the Employee pays both the required Employee and employer contributions.

- 8.09 In relation to all of the above leaves, the Employee requesting leave must provide as much notice as possible, in writing, of such request, to the Site Manager/APSS Commander or his delegate which notice will provide, as far as possible, full details of the timing and reasons for the requested leave. A failure to give notice which in CNS' opinion is reasonable in the circumstances may be a basis for denying such leaves.
- 8.10 After completing one (1) year's continuous employment with CNS, an Employee who gives CNS at least ten (10) days written notice, shall be granted up to thirty (30) hours spousal union leave without pay for the purpose of getting married or declaring spousal union.
- 8.11 CNS agrees to provide compassionate leave for care of a seriously ill family member in accordance with the relevant provisions of the *Canada Labour Code*.
- 8.12 (i) Employees are entitled to receive up to 24 hours paid time off ("PTO") per fiscal year (April 1 – March 31) for personal reasons based upon hour worked in the immediately preceding fiscal year. Such PTO may only be used in units of four hours or more on any one day provided that, except in cases of emergency, the Employee's responsible manager is given a minimum of 48 hours advance notice of the PTO request which shall include the specific number of PTO hours to be used. The PTO will be earned based on hours worked by the Employee in the previous fiscal year as follows:
- 2032 or more hours = 24 hours PTO
 - 1665 – 2031 hours = 16 hours PTO
 - 521-1664 hours = 8 hours PTO
 - 520 or less hours = 0 hours PTO
- (ii) New Employees will be eligible for PTO commencing in the fiscal year immediately following their date of hire i.e. a new Employee's PTO will be calculated based on hours worked from their date of hire until the following March 31 e.g. a new Employee is hired August 1, 2011 and works 1200 hours from that date until March 31, 2012 will be eligible to receive 8 hours of PTO commencing April 1, 2012.
- (iii) In the event an Employee terminates his/her employment for any reason, he/she will not be eligible to be paid out any outstanding PTO.
- (iv) No Employee may request or receive unpaid time off if they have available earned PTO, and no earned PTO may be carried over from one fiscal year to next.

ARTICLE 9: FACILITIES

- 9.01 Since CNS does not own or control the Site, CNS will make available specific locations under its control to the Local Union acting reasonably for the placement of official Union notices, on bulletin boards where feasible. CNS will allow a binder in those locations where it is not feasible to utilize bulletin boards or, alternatively, will allow such other arrangements as agreed upon at UMCC which satisfies the need of the Union to reasonably communicate with the Employees.
- 9.02 A duly accredited representative of the Public Service Alliance of Canada (including Local Union representatives) shall be permitted reasonable access to the Site at a convenient time with prior approval of the CNS Site Manager or his/her delegate (which approval will not be unreasonably withheld) for the purpose of assisting or resolving a complaint relating to issues arising from the terms of this Collective Agreement or the processing of grievances as defined in this Collective Agreement, or to attend meetings called by CNS, or by the Union.
- 9.03 Where practicable and subject to availability, CNS will arrange for a meeting room for the Local Union so that it may carry out Union business.
- 9.04 Where practicable and subject to availability, on an ad hoc basis, CNS will provide the Local Union with access to a confidential office equipped with a telephone to conduct confidential Union business, such as, but not limited to, when needing such space to interview an Employee about a matter which may give rise to a grievance.

ARTICLE 10: STRIKES AND LOCK OUTS

- 10.01 The Union and the Employer recognize and agree that the highly sensitive nature of HIAA's operations is such that it is essential that there be stable and reliable provision of CNS' services at the Site. Accordingly, the Union agrees that during the term of this Agreement there will be no strikes at the HSIA Site by the Union and/or the Employees, and CNS agrees that during the term of this Agreement there will not be any lockout of the Employees covered by this Agreement. The terms "strike" and "lockout" shall be as defined by the *Canada Labour Code*.
- 10.02 In the event of a strike by any non-CNS employees, or any other labour organization, or any other bargaining unit, or of a lockout by any other employer, which affects HIAA's property or operations, the Employees covered by this Agreement will remain on the job performing their regularly assigned duties. No Employee in the bargaining unit shall be required to perform struck work.

However, where an Employee is confronted with a situation jeopardizing his/her safety in crossing a legal picket line or demonstration on or at HIAA's premises, CNS will ensure a safe access to the workplace. If CNS is unable to provide such a safe access in that situation, the Employee will not be disciplined for failing to cross such picket line or demonstration and shall receive their regular pay and benefits to which they would normally be entitled for the balance of their work shift on that day, or on any subsequent day that the Employee is directed by CNS to report for work and is still unable to gain safe access to the work place.

ARTICLE 11: CHECK-OFF

- 11.01 Subject to the provisions of this Article, CNS will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any monthly period to permit deductions to be made under this Article (the PSAC and CNS will agree on a threshold amount regarding that) CNS shall not be obligated to make such deduction from such earnings. All Employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment in the Bargaining Unit.
- 11.02 For the purposes of applying this Article, deductions from pay for each Employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 11.03 The PSAC shall inform CNS, in writing, of the authorized monthly deduction to be checked off for each Employee. This deduction will apply only to those earnings of the Employee earned while occupying a position in the Bargaining Unit or in an acting excluded position at HSIA.
- 11.04 The amounts deducted in accordance with this Article shall be remitted to the National Headquarters of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf. A list of all Employees checked-off shall be forwarded on the same date to the Local President.
- 11.05 No employee organization, other than the PSAC, shall be permitted to have membership dues and other monies deducted by CNS from the pay of Employees in the Bargaining Unit.
- 11.06 The PSAC agrees to indemnify and save CNS harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by CNS limited to the amount actually involved in the error. CNS will correct such error in a reasonable manner with respect to Employees still in its employ,

after consultation with the Local President, by either deducting or adding the appropriate amount from or to subsequent check-offs.

ARTICLE 12: INFORMATION AND EMPLOYEE ORIENTATION

- 12.01 CNS shall provide to the Local President, in writing, no later than the end of the month of appointment, the name, classification, location of initial workplace assignment and, if approved by the Employee, the phone number, of newly-appointed Bargaining Unit Employees at the HSIA Site.
- 12.02 As soon as it is reasonably practicable in January of each year, CNS will provide to the Local President a copy of CNS's current organization chart for the Bargaining Unit. If there are changes to such chart during the calendar year, CNS will advise the Local President of such changes at a meeting of the UMCC.
- 12.03 CNS agrees to supply each new Employee with a copy of the Collective Agreement as part of their orientation materials. The parties agree to split the reasonable cost of printing copies of the Collective Agreement to provide a copy to each Employee.
- 12.04 CNS will make a reasonable effort to have new Employees introduced to the Local President or his/her designate on their first day of work at the Site or as soon as reasonably practicable thereafter.
- 12.05 As part of the Employee's orientation process, there shall be a meeting with the Local President or designate, a CNS representative, and the Employee, for the purpose of jointly familiarizing the new Employee with the Collective Agreement and the role of the Union with respect to the relationship of the parties at HSIA. Neither the President nor the Employee shall suffer any loss in pay for participating in such activity.
- 12.06 CNS will provide the Local President a copy of the CNS' current *Policies and Procedures* and *Site Work Instructions* as existing at the signing of this Agreement, and as may be amended from time to time.
- 12.07 (a) Once each calendar year, an Employee may request the opportunity to examine his/her personnel file in the presence of an authorized representative of CNS and if requested, with their Union Representative. In the event that an Employee is disciplined at the level of suspension with or without pay, or greater, the Employee may request the additional opportunity to examine his/her personnel file in the presence of an authorized representative of CNS and, if requested by the Employee, a representative of the PSAC. The Employer shall maintain only one (1) personnel file for each Employee.
- (b) The Employee will be allowed to initial each document on their file to prove the acknowledgement of reading the document.

ARTICLE 13: NO DISCRIMINATION

- 13.01 CNS and the Union agree that there will be no discrimination nor disciplinary action exercised by either party towards any Employee employed by CNS on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital or family status, physical or mental disability, sex, age, language, sexual orientation, a conviction for which a pardon has been granted, a conviction for a criminal or summary conviction offence that has no impact on the employment of that person, or any other grounds specified in the *Canadian Human Rights Act*, or membership or activity in the Union. This right not to be discriminated against is subject to the duty to accommodate and other qualifications contained in the Act, e.g. bona fide occupational requirements.
- 13.02 CNS and the Union recognize that they each have a duty to reasonably accommodate Employees to the extent required under the *Canadian Human Rights Act*.
- 13.03 An Employee requesting accommodation must do so in writing by specifying in reasonable detail the accommodation required and measures which the Employee, or the Employee's physician, believes would achieve that accommodation.

In cases of disabilities requiring accommodation, the Employee shall provide CNS with documentation from the Employee's physician(s) specifying the condition requiring accommodation and measures which the physician(s) recommends to achieve the accommodation.

- 13.04 The affected Employee, CNS, the Union and their medical advisors shall work together co-operatively and on a strictly confidential basis in attempting to achieve the accommodation required for the Employee, including, when necessary, seeking further clarification of the written recommendations from the Employee's doctor.
- 13.05 CNS will reimburse the Employee for any costs related to provision of the above noted recommendations.

ARTICLE 14: DISCIPLINE AND DISCHARGE

- 14.01 CNS agrees that normally discipline will be progressive in nature and, depending on the specific infraction, will normally commence with informal coaching (verbal), then written warning before moving to a formal warning, suspension or discharge. When a CNS Employee is employed in a supervisory capacity, either permanent or acting, it may be necessary for him/her to administer an informal coaching (verbal), but no such Employee will make the substantive decision to impose a written warning, formal warning, suspension or discharge, nor will he/she impose such discipline on the affected Employee or impose any permanent removal or a temporary removal from the Site or a Section of the Site pending an investigation.

- 14.02 When an Employee is required to attend a meeting, the purpose of which is to implement a disciplinary decision concerning him/her, the Employee is entitled to have, at his/her request, a representative of the Union attend the meeting. Provided it does not result in an undue delay in disciplinary action being taken, CNS will give at least forty-eight (48) hours prior notice of the purpose of such a meeting. No disciplinary action will be rendered null and void merely because of the fact that an Employee chooses to not request such representation.
- 14.03 No Employee will be disciplined without just cause. When an Employee is suspended or discharged, the Employer will provide written reasons for such action at the time of suspension or discharge with a copy to the Local Union President. At the Employee's request, a copy of the report of any written reprimand, suspension, or discharge will be provided under confidential cover to the Local Union President.
- 14.04 An Employee shall be made aware of all disciplinary reports that have been placed on the Employee's file as soon as is reasonably practicable but in any event no later than thirty (30) days after such reports are placed in his/her file and at the Employee's request shall receive a copy of any such disciplinary report.
- 14.05 Grievances relating to discipline shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to arbitration.
- 14.06 Employees shall be considered at work and paid at regular rates when attending any counseling meetings, investigation meetings or disciplinary meetings called by management.
- 14.07 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall not be considered in possible future progressive discipline decisions after two (2) years have elapsed since the disciplinary action was taken, provided that no further discipline was recorded for the same or similar infractions during this period.

ARTICLE 15: UNIFORMS

- 15.01 CNS shall determine, and, in consultation with the President of Local 85100 may amend from time to time, policy and practices that must be complied with concerning the wearing of uniforms and footwear including those uniform items and footwear which will be issued or provided free of charge, the length of time of expected wear before a free replacement will be issued, and the purchase price should an Employee wish to replace an item of clothing before the free replacement date. All prices are subject to change. Upon leaving employment, all items of uniform as determined by CNS must be returned before final pay/vacation pay will be made. Notwithstanding the foregoing, CNS agrees that during the life of this Agreement, the uniform items to be issued or supplied free of charge will

not be lesser than is presently provided. The initial issue upon enrolment consists of the following:

- 1 one cap
- 2 two shirts (a third shirt will be provided upon successful completion of the Employee's probationary period)
- 3 one embroidered sweater
- 4 two pairs of trousers
- 5 one black belt
- 6 one 3-season embroidered jacket with zip-out lining
- 7 one hooded, knee length parka with draw-string waist
- 8 rain gear as required
- 9 one rain cap cover

Items one through five will be replaced free of charge after 24 months and items six through nine will be replaced free of charge after 48 months.

Protective clothing, such as wind pants, fire retardant clothes, hard hats, etc. will be provided where such items are required.

Where protective footwear is required to be worn, a one-time footwear allowance is available to employees once every two years. Upon submission of a receipt, employees will be reimbursed the cost of the protective footwear up to a maximum of \$200. The protective footwear must be CSA Grade 1 approved and have the appropriate CSA symbol affixed to the footwear.

During the two year life time of the safety footwear, should the footwear require repair or resoling, prior approval by the Site Manager, Watch Commander or the appropriate section manager is required and, if approved, the cost of up to a maximum of \$65 (before taxes) will be covered by CNS.

CNS will endeavor to contract with suppliers to ensure direct billing is available to employees who prefer not to expend the money for either previously approved safety footwear or repairs to his/her safety footwear.

ARTICLE 16: POLITICAL RIGHTS

- 16.01 CNS shall place no restriction on the rights of Employees to participate in the political process including the right to run for an elected office (municipal council, provincial MLA, or federal MP), or campaign for the candidate(s) of their choice.
- 16.02 If an Employee is elected to such political office, they shall be entitled to leave without pay for a period of time up to the term of office. An Employee returning to work with CNS after such leave, shall be returned to his/her former position within the Bargaining Unit, if available, and if not, to a reasonably comparable position.

- 16.03 If allowed under the term(s) of any group benefit plan(s) referred to in this Agreement, the Employee on such leave may continue to contribute premiums for coverage under such plan(s) during this leave as though at work, provided that the Employee pays both the Employee and CNS premiums.

ARTICLE 17: LAYOFF, RECALL AND SEVERANCE PAY

- 17.01 If the contract with HIAA, in whole or in part, is not renewed, or during its term is reduced in scope for whatever reason, or is cancelled, CNS, in cooperation with PSAC and the affected Employees, will, using the process described in clause 17.05, seek alternate employment for any displaced Employees (displacement will be by position, by seniority, within each Section).
- 17.02 CNS agrees, except in extraordinary circumstances when it is not practicable to do so, to provide written confirmation to the Union within one (1) week of receiving formal written notification from a client of the non-renewal, reduction in scope or cancellation of the contract with HIAA.
- 17.03 Once the extent of any non-renewal, reduction or cancellation of the contract is determined, CNS, in consultation with the Union, will develop an alternate employment plan pursuant to clause 17.05 for any displaced Employee(s).
- 17.04 In developing the re-employment plan, subject to complying with clause 17.05, Employees with the most Section seniority will have priority for re-employment.
- 17.05 The following sequence will apply in seeking alternate employment for the displaced Employee(s):
- (i) CNS will determine if there is any vacancy at the Site or at another site in the HDBC/HPD bargaining unit and provided he/she has, in CNS' view, appropriate skills, abilities, and qualifications, the senior displaced Employee(s) will be given the opportunity to fill any such vacancy(s), and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other. Such re-assignment will pre-empt any job posting process currently under way with respect to such vacancy;
 - (ii) If there is no suitable vacancy at the Site or either site in the HRBC/HPD bargaining unit for such senior displaced Employee(s) such Employee(s) may use his/her Section seniority to bump the Employee most junior in seniority in a position in his Section of the Bargaining Unit, provided, in CNS' view, he/she has appropriate skills, abilities, and qualifications to perform and meets any other client requirements for such position. If otherwise suitable for the

position, CNS will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other. There shall be no chain bumping.

- (iii) If options (i) and (ii) do not result in the displaced Employee(s) obtaining alternate employment, he/she will be placed on the Detail 85 spare list with priority for assignment to a future position in the Bargaining Unit for which the Employee is suitable with reference to the factors described in paragraph (i) and (ii) above. While they are on the Detail 85 spare list, they will cease to be members of the Bargaining Unit, except that they will retain their right to be recalled if the position from which they were laid-off is restored within one year of its elimination.
- (iv) If CNS is unable to provide, on average, reasonable consistent employment of at least 32 hours per week, at the Employee's option, instead of being laid off, he/she may terminate his/her employment with CNS due to "loss of contract" in which case he/she will be paid the severance specified in the *Canada Labour Code*.

ARTICLE 18: STAFFING PROCEDURE AND PERSONNEL TRANSFERS

- 18.01 When CNS determines there is a permanent vacancy for a non-entry level position or creates a new Bargaining Unit position ("job opportunities"), it shall post notice thereof on all site CNS notice boards (if available) or in the CNS binder at the Site.
- 18.02 Job opportunities will be open to all Employees in the Bargaining Unit.
- 18.03 The posting shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. However, when operational requirements dictate, a shorter posting period may be used, in which cases, CNS will make reasonable efforts to notify Employees on leave or off shift of these job opportunities.
- 18.04 The posting shall identify the required skills, abilities and qualifications (including any certificates, licences or other requirements) for the job, and its pay rate. The posted requirements for the job opportunity shall, as far as possible, accurately reflect the requirements for the job.
- 18.05 All Employees who apply for a job opportunity shall be considered to be candidates in the selection process. The candidates for the job opportunity will be evaluated by CNS according to the posted requirements. Where candidates are relatively equal in CNS' view in meeting the posted requirements, the candidate with the greatest seniority will be offered the position.

- 18.06 CNS may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, CNS shall so state on the job posting.
- 18.07 Within two (2) weeks of the competition being finalized, candidates shall be advised in writing of the result of the competition, and the name of the successful candidate will be posted.
- 18.08 All candidates who apply and who meet the requirements of the job will be considered; however, when interviews and/or tests are used as part of the selection process, only the top ranked candidates will be interviewed and/or tested.
- 18.09 Successful candidates will be subject to a trial period of four hundred fifty (450) hours worked. During the trial period, if the Employee proves to be unsatisfactory in the new position, or upon request of the Employee, he/she shall be returned either to his/her former position or an equivalent position at the same rate of pay without loss of seniority.
- 18.10 At their option, unsuccessful candidates may request a meeting with CNS to discuss their assessment by CNS in the job competition. At that meeting, if he/she so wishes (advised in writing), the Employee may be accompanied by a Union representative.
- 18.11 If an Employee wishes to transfer for personal or compassionate reasons, the Employee will submit his or her request in writing and CNS will consider the request provided:
- (a) The transfer does not constitute a promotion; and
 - (b) CNS will, when possible, transfer the Employee to a suitable available vacancy at the Site or at another site in the HDBC/HPD bargaining unit provided CNS determines that the Employee has appropriate skills, abilities and qualifications (including any certificates, licences or other client requirements) to perform the job.

ARTICLE 19: SENORITY

- 19.01 (a) For Employees in the Bargaining Unit on the date of signing of this Agreement, Bargaining Unit seniority means the length of an Employee's continuous service from the date of their initial hire as a member of the Canadian Corps of Commissionaires. For all other Employees, Bargaining Unit seniority shall mean the length of an Employee's continuous service since the start date of the Employee's most recent employment in a position in the Bargaining Unit;
- (b) (i) Section seniority means the length of an Employee's continuous service in one of the work sections at HSIA (e.g. SOC) since the date of the start of the Employee's most recent employment in a position in one of the sections. No Employee will hold seniority in more than one section at any one time except while in another position in another section when temporarily appointed on an acting assignment or in a trial period.
 - (ii) The sections referred to above are:

- APSS Shift Supervisor/APSS Shift Second in Command/Patrol
- SOC Operators
- Post Persons/Gates
- Escorts
- Ground Transportation
- Carts
- Towing
- Curbside Services
- Office Personnel
- Parking

- 19.02 (a) Notwithstanding 19.01, there shall be a probationary period for each new Employee within the Bargaining Unit, of four hundred and fifty (450) hours worked. If the Employee successfully completes his/her probationary period, he/she shall then acquire seniority which shall be backdated to his/her date of hire.
- (b) The parties agree that it is in the interest of CNS that new Employees be carefully considered as to their suitability for permanent employment. During the probationary period, CNS shall make reasonable efforts on a regular basis to discuss and review the probationary Employee's performance and provide fair and meaningful feedback and appropriate training as determined by CNS.
- (c) Probationary Employees will have the right to grieve any alleged violation of this Agreement, including any disciplinary action (including a disciplinary discharge) that may occur during their probationary period.
- (d) Any employee found to be unsuitable by the Employer during probation may be released or reassigned at any time during the probationary period.
- 19.03 When two (2) or more Employees commence work on the same day, their relative seniority shall be determined as follows:
- (a) the Employee who commenced work at the earliest hour of the day shall be senior; or
- (b) if (a) fails to resolve the order of seniority, then seniority shall be established by placing the names of the concerned Employees on paper in a hat and then selected at random by the concerned Employees in the presence of representatives of the Union and CNS.
- 19.04 A seniority list in accordance with 19.01 consisting of the name and amount of seniority (Bargaining Unit and Section) of each Employee, shall be maintained by CNS and revised every six months. The list will be filed in the CNS binder (see clause 9.01 above) at the Site and a copy will be forwarded to the Local Union President. In addition, a copy of the list will be either posted on bulletin boards or placed in a binder in each Section (e.g. SOC Room) within the Site.

- 19.05 An Employee who believes that he/she is improperly placed on a seniority list shall have sixty (60) calendar days from the date of the posting of the original list to protest, in writing, by filing a grievance in accordance with the grievance procedure in this Agreement. A protest of any subsequent seniority list must be made by filing a grievance in accordance with the grievance procedure in this Agreement.
- 19.06 An Employee who resigns his/her position or is terminated by CNS, and within ninety (90) days, is re-employed within the Bargaining Unit, shall regain his/her seniority accumulated to the date of resignation or termination.
- 19.07 An Employee shall lose his/her seniority and cease to be an Employee if:
- (a) he/she is are discharged by CNS and not reinstated through the grievance or arbitration procedures of this Agreement;
 - (b) he/she quits or resigns. However, if any such quit or resignation is as a result of a demonstrated misunderstanding or argument and the Employee requests, in writing, within three (3) days after the date on which he/she originally quit or resigned, to rescind his/her quit or resignation, the Employee will be permitted to return to work, provided that the Employee will be permitted to do this only once.
 - (c) he/she has been laid off in excess of twelve (12) months;
 - (d) he/she fails to return to work after being recalled from layoff.
- 19.08 (a) Employees permanently appointed to a position at HSIA outside the Bargaining Unit shall retain their accrued seniority, but cease to accumulate seniority, for a period not to exceed ninety (90) days worked from the date of the appointment.
- (b) Employees temporarily appointed to or on an acting assignment to a position outside of the Bargaining Unit, shall retain and accumulate seniority for a period of such appointment or assignment not to exceed one hundred-twenty (120) days, and shall retain his/her seniority accrued to the date of such appointment or assignment for a period not to exceed one (1) year. Without otherwise limiting the duties or responsibilities the Employee in such position may be required to perform, CNS will not force such an Employee to be the management representative who imposes discipline on Bargaining Unit Employees.
- (c) No Employee shall be forced to take a temporary or permanent transfer or appointment to a position outside the Bargaining Unit.

ARTICLE 20: HOURS OF WORK AND OVERTIME

- 20.01 (a) It is agreed that the hours of work are determined by contractual obligations between CNS and its client. Accordingly, there can be no guarantee of any amount or type of work. Unless changes are required by

the HIAA (in which event CNS will notify the Union as far in advance as is reasonably practicable of any change), the current hours of work, meal and rest breaks shall continue for the term of this Agreement. Employees shall be entitled to the following paid meal and rest breaks:

- i) 12 hour shifts – two (2) 15 minute rest breaks and two (2) 30 minute meal breaks;
- ii) 9 hour shifts – two (2) 15 minute rest breaks and one (1) 30 minute meal break; or
- iii) 8 hour shifts – two (2) 15 minute rest breaks and one (1) 30 minute meal break.

In addition, subject to operational requirements and available relief personnel, CNS may provide appropriate relief as the circumstances require for Employees who are required to work outside in adverse weather conditions.

- (b) Pursuant to the averaging provisions of the *Canada Labour Code*, the parties agree that for Employees in the bargaining unit who are scheduled to work 12 hour shifts, their average weekly scheduled hours of work shall be deemed to be 42 hours per work week (deemed daily hours 12); for Employees in the bargaining unit who are scheduled to work 9 hour shifts, their average weekly scheduled hours of work shall be deemed to be 43 hours per work week (deemed daily hours 9); for Employees in the bargaining unit who are scheduled to work 8 hour shifts, their average weekly scheduled hours of work shall be deemed to be 40 hours per work week (deemed daily hours 8);

20.02 With the exception of short notice requirements, such as securing replacements, CNS will post in the Site binder or a CNS bulletin board, if available, work schedules for all Employees fourteen (14) days in advance of the work to be performed, where possible.

20.03 Where due to operational requirements or similar good reason, it is necessary to change a work schedule within the fourteen (14) day period, where possible, CNS will provide the Union and the affected Employees with as much notice of the change as is reasonably practicable.

20.04 (a) Subject to clause 20.01(b), overtime will continue to be handled and paid in accordance with the current practice for the term of this Agreement, i.e. where Employees are required to work in excess of their regularly scheduled shifts of either 8, 9 or 12 hours worked, such excess hours shall be paid at the rate of time and one-half their regular straight time rate of pay.

- (b) Subject to clause 20.01(b), Employees who are regularly scheduled to work in excess of 40 hours in a work week ("work week" is defined for the purpose of this clause as 12:01 a.m. Sunday through 12:00 midnight of the immediate following

Saturday, both inclusive) shall be paid overtime for such excess hours at the rate of time and one-half (1½x) their regular hourly rate of pay. For greater certainty, as a result of averaging [see 20.01(b)], if a 12 hour shift Employee's regularly scheduled hours in a work week exceed 42 hours, he/she shall be deemed to have worked 42 hours of regularly scheduled work (e.g. if an Employee's regularly scheduled hours in the first week of a pay period are 36 and regularly scheduled hours in the second week of that pay period are 48, he/she will be deemed to have worked 42 hours in each week and receive 4 hours of overtime); if a 9 hour shift Employee's regularly scheduled hours in a work week exceed 43 hours, he/she shall be deemed to have worked 43 hours of regularly scheduled work; if a 8 hour shift Employee's regularly scheduled hours in a work week exceed 40 hours, he/she shall be deemed to have worked 40 hours of regularly scheduled work.

- (c) There shall be no pyramiding of the premiums in paragraphs (a) and (b) nor any pyramiding of any other premium rates in this Agreement.

20.05 The parties recognize and agree that there is a category of Employee, escorts, whose hours of work are highly variable depending upon the hours worked by the contractor for whom they provide escort services. They may obtain work of limited duration on short notice or work on a significant project or contract on a temporarily scheduled basis but subject to additional hours to reflect those of the contractor in question. For the purposes of the averaging provisions of the *Code*, the parties agree that the escorts' average daily hours are deemed to be 12. On a scheduled day of work, they will receive a minimum four hours of work unless they are advised before reporting that they are not required on that day. Because of the variability of such work, it is agreed that the only hours for which overtime may apply are the daily hours as noted above, where the pay for hours worked greater than 12 on any shift shall be paid at time and one half (1 ½ x) the Employees' straight time rate of pay.

20.06 Employment of Spares

Where CNS is required to fill positions with a spare employee, the assignment will first be offered to those spares dedicated to Site 2272, Halifax Stanfield International Airport. If no dedicated spare is available, the assignment will be offered to spares from Site 85, Halifax Spares list.

20.07 Employees, who are required to work more than three (3) hours beyond their regularly scheduled shift either because they have been requested by the Employer or because of inclement weather, shall be reimbursed up to a maximum of \$15.00 as a meal allowance. All claims must be approved by the Section Manager or designate. The Section Manager or designate will forward the claims to the CNS Finance Department.

ARTICLE 21: HEALTH & SAFETY

21.01 (a) CNS and the Union acknowledge their, and the Employees, respective

obligations to promote and maintain a safe and healthy workplace. They also acknowledge that because the Employees are working in a work site owned and controlled, not by CNS, but by CNS' client, that, of necessity, there will be limitations arising from this fact and that they will need to work cooperatively with the client in promoting and maintaining that safe and healthy workplace.

- (b) CNS agrees to take appropriate measures, to ensure that Employees work in a safe and healthy environment.
 - (c) CNS and the Union agree to encourage the Employees to work in a safe manner and the Employees shall observe the safety and health rules, regulations and practices established by CNS and / or its clients, from time-to-time, as measures to protect themselves and others.
- 21.02 CNS and the Union agree that they and the Employees will comply with their respective obligations under the *Canada Labour Code* and its Regulations. Without limiting the generality of the foregoing, the parties will establish a Joint Occupational Health & Safety Committee in compliance with the *Code*.
- 21.03 CNS will provide Site Work Instructions (also known as *Standard Operating Procedures*), and training, where required, in the handling of dangerous goods or materials, the operation of equipment, and, where applicable, exposure to toxic substances. Where required, these Instructions and/or training may be done in conjunction with CNS' clients. CNS will comply with the requirements of the WHMIS legislation in consultation with the Union and the JOHS.
- 21.04 CNS will respond in a timely manner to requests by the Union for health and safety information in its possession. Such requests will not be unreasonably denied.
- 21.05 A pregnant Employee who furnishes CNS with satisfactory medical evidence that her working conditions may be physically dangerous to her unborn child or herself by reason of her pregnancy, may request to be assigned to other duties to another available position in the Bargaining Unit involving no such danger for the duration of the identified danger. Such requests shall be granted by CNS and the reassignment shall be without reduction of pay or benefits.
- 21.06 The Employer agrees to provide, at no expense to the Employee, appropriate transportation to the nearest physician or hospital when such services are immediately required for an Employee as a result of:
- (a) injury on the job; or
 - (b) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local President of incidents of this nature, on the condition that such information will be held by him/her and the Employer's representatives in

strictest confidence, particularly any personal medical information about the affected Employee.

ARTICLE 22: LEAVES WITH OR WITHOUT PAY FOR UNION BUSINESS

22.01 CNS will grant leave with pay to an Employee(s) who is required by CNS to attend a meeting with management on behalf of the Union during normal working hours.

22.02 CNS will grant leave without pay provided that operational requirements will not be adversely affected:

- (a) for up to four (4) Employees to participate in negotiations to renew this Collective Agreement,
- (b) for up to five (5) Employees in the Bargaining Unit per year selected as delegates to attend meetings of the Executive Council of the Union, conventions of the Union, Canadian Labour Congress or the Nova Scotia Federation of Labour,
- (c) to undertake training related to the duties of a representative of the Union, up to a total for all Employees of not more than thirty (30) work days per year, and,
- (d) for up to one (1) Employee in the Bargaining Unit at any one time, who has been elected or appointed to a full-time office in the Union for the period during which he/she is elected or appointed to hold such office but, to a maximum of up to one (1) year. Where allowed under the terms of group insurance policies, the Employee on such leave may continue to contribute to insurance-related benefits during the said leave as though he/she was at work, provided the Employee pays both the Employee and employer contributions. An Employee returning to work with CNS after such leave shall have the time spent on leave credited for the purposes of seniority and shall be returned to his/her vacated position within the Bargaining Unit, if available, and if not to a reasonably comparable position.

ARTICLE 23: HOLIDAYS

23.01 Subject to clause 23.02, the following days shall be designated paid holidays:

- (a) New Year's Day
- (b) Nova Scotia Heritage Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Boxing Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day

- (j) Christmas Day
- (k) The first Monday in August and
- (l) Any other holiday proclaimed by the Federal Government

- 23.02 An Employee who has completed at least 30 days service and who has not worked at least 120 hours or more during the thirty (30) calendar days immediately preceding the holiday, or an Employee absent without pay on both his/her full working day immediately preceding and following a designated holiday, is not entitled to pay for the holiday, except in the case of an Employee who is granted leave without pay under the provisions of Article 22, Leave With or Without Pay for Union Business.
- 23.03 Holidays shall be paid at least the equivalent of the wages the Employee would have earned at his regular rate of wages for his normal working shift.
- 23.04 An Employee who works one of the designated holidays shall be paid, in addition to the public holiday pay he/she is entitled to receive under Article 23.01, premium pay of time and one half (1 ½) for all hours worked on the designated holiday or, at the Employer's option in lieu of holiday pay, be given a holiday with pay at some other time convenient to both the Employer and the Employee.

ARTICLE 24: REPORTING AND CALL BACK

- 24.01 Where an Employee reports for work as scheduled by CNS, and no work is available for him/her, he/she shall be paid a minimum of four (4) hours pay at his/her regular straight-time rate and shall perform such tasks as may be assigned to him/her during those four (4) hours. If no alternative work assignments are available within ninety (90) minutes of the originally scheduled start time, the Employee may leave the workplace and still be compensated for the additional two and a half hours provided he/she has permission from his/her Section Manager or designate.
- 24.02 a) If an Employee works his/her shift, leaves the workplace, and is called back to work outside of his/her regularly scheduled hours, he/she shall be paid for such call back a minimum of four (4) hours pay at his/her regular straight time rate of pay and shall perform such tasks as may be assigned to him or her during those four (4) hours.
- b) If an Employee works his/her shift, leaves the workplace, and is called back to work within eight (8) hours of his/her regularly scheduled hours, he/she shall be eligible for kilometrage as CNS' rates of compensation for kilometers travelled.
- 24.03 It is agreed that the foregoing premium in clause 24.02 is conditional upon CNS continuing to be funded by its clients for this benefit.
- 24.04 a) Employees who are required by the Employer to, for more than half of the Employee's shift, perform duties of a higher level position in an acting capacity shall be paid acting pay at the rate of the higher level position for the period in

which the Employee acts. In the case of Employees who are designated as assistants or second in command, the acting rate of pay for the position in which the Employee is acting will take effect only after three consecutive shifts in acting capacity.

- b) When the Employer requests that an Employee perform the duties of a position with a lower rate of pay than their primary position, the Employee shall be paid the rate of pay of their primary position for the duration in which they perform the lower level duties.

ARTICLE 25: BENEFITS

25.01 For the duration of this Collective Agreement, CNS agrees to continue to provide \$20,000 of term life insurance (50/50 co-pay on premiums) and the present level of AD&D insurance (100% paid by CNS), provided that those existing Employees who have chosen to have \$10,000 life insurance coverage may continue to have such coverage. Insurance continuation is at the discretion of the insurance provider and subject to the terms of the policy which includes, but is not limited to, the number of hours worked and waiver of premium.

ARTICLE 26: VACATIONS

26.01 (a) Vacation pay is distinct from vacation leave. Normally, each Employee, on the pay for the pay period containing the anniversary date of his/her employment, shall receive vacation pay based upon his/her length of continuous employment on that date; however, at the Employee's option, upon providing at least 30 days prior written notice, he/she may be paid from his/her earned vacation pay accrued up to the end of the last pay period immediately prior to the commencement of his/her vacation leave up to an amount equal to his/her regular pay for the period of the vacation, if available (a minimum of one (1) week's vacation leave must be taken in this instance). Should this option be taken, the balance of vacation earned up to the Employee's anniversary date will be paid as noted above i.e., there will be a maximum of two (2) vacation pay payments. For Employees who have less than six (6) years of consecutive employment on that date, the vacation pay paid on the anniversary date shall be four percent (4%) of the Employee's gross earnings, excluding vacation pay, for the immediately preceding twelve (12) consecutive months. For Employees who have six (6) consecutive years of employment or more on their anniversary date, their vacation pay shall be six percent (6%) of the Employee's gross earnings, excluding vacation pay, for the immediately preceding twelve (12) consecutive months.

- (b) For the purpose of Vacation pay;
 - (i) at the Employee's request, and with 14 calendar days' notice, the Employer shall pay their vacation pay at such time as the Employee may request, or
 - (ii) if the Employee so requests with 14 calendar days' notice, at the time of the Employee's vacation leave, or
 - (iii) if the Employee does not make such a request, then on the Employee's anniversary date.

Requests for Vacation pay to be paid on a date other than the Employee's anniversary date will be limited to once a year unless there are extenuating circumstances. These requests will be assessed by CNS on an individual basis.

An employee may request, in writing, to have their vacation pay included on their pay on an ongoing basis. This may be reviewed on an annual basis coinciding with the fiscal year of April 1 to March 31.

26.02 The vacation year for vacation leave purposes shall be from April 1st to March 31st of the following calendar year, both dates inclusive.

26.03 An Employee who as of April 1st in a year will have completed twelve (12) consecutive months of employment shall be entitled to two (2) weeks' vacation time off without pay. An Employee who as of April 1st in a year will have completed six (6) consecutive years of employment shall be entitled to three (3) weeks' vacation time off without pay. All leave must be scheduled in accordance with Article 26.04.

26.04 (a) All Employees who are entitled to vacation time off must request their preferred vacation time, in units of no less than one week, by giving at least thirty (30) days' prior notice in writing (an Employee's opportunity to obtain preferred vacation times may be adversely affected by delay in giving such notice). Exceptions to the required notice will be made only in extreme circumstances, will be subject to the Employer's sole discretion (the exercise of which will not be subject to grievance).

(b) Vacation time off is to be taken during the current vacation year except that CNS may grant an Employee who requests it in writing a carry-over up to one week's earned vacation time off but this must be taken no later than the end of the next vacation year. For vacations during the vacation year, CNS will attempt to grant vacation time as requested, unless operational requirements make this impractical. In cases where operational requirements prevent approval of requested vacation time, the vacation time will be scheduled by CNS after consultation with the Employee involved. In the case where an Employee does not obtain his/her requested vacation time, CNS, upon written request from the Employee, will give a written reason therefor. This shall also apply if, due to operational requirements, it is necessary to cancel some or all of an approved vacation leave.

- (c) CNS shall then post the vacation schedule by March 1st.
- (d) In cases of conflicting vacation requests by two or more Employees at the site, seniority shall be the governing factor, except that CNS shall not be expected or compelled to cancel vacation leave previously granted to a lesser service Employee.
- (e) Unless otherwise agreed to between CNS and its client(s), based on operational requirements, there may be a limit on the number of Employees who may be absent on vacation at any given time.
- (f) Notwithstanding 26.04 (a), if operational requirements permit, CNS may allow an Employee to take some of his/her earned vacation time off in single days.

26.05 CNS will make reasonable efforts not to recall an Employee to work back from vacation after the Employee has actually commenced his/her vacation leave. If during any vacation leave, an Employee has left the geographic area of his/her residence, and is recalled from vacation and reports for duty, the Employee shall be reimbursed, upon provision of receipts to the satisfaction of CNS, for reasonable expenses that the Employee incurs:

- (a) In returning to the Employee's residence; and/or
- (b) In returning to the place from which the Employee was on vacation when recalled if he/she immediately resumes vacation upon completing the work for which he/she was recalled.

During the time involved in paragraphs (a) and (b) above, for which the Employee is being reimbursed for reasonable expenses incurred by him/her, the Employee shall not be considered as being on vacation leave.

26.06 When CNS cancels or alters a period of vacation leave which it had previously approved, CNS shall reimburse the Employee for any non-recoverable costs of vacation contracts or reservations made by the Employee with respect to that portion of the vacation cancelled or altered by CNS provided the Employee presents documentation suitable to CNS to prove the loss occurred. The Employee agrees to make every reasonable effort to mitigate any such losses incurred and will provide proof of such action to CNS's satisfaction.

26.07 When an Employee ceases to be employed for any reason, he/she or his/her estate, if deceased, shall be paid all vacation pay that has been earned but not taken by the Employee.

ARTICLE 27: DURATION

- 27.01 This Agreement shall be effective upon its signing until its expiry on December 31, 2017. None of its provisions shall apply retroactively except the increases to wages on January 1, 2015 (see Appendix "A") for the regular hours worked on and after that date by Employees who, on the date this Agreement is signed remain Employees in the bargaining unit.
- 27.02 Either party may provide written notice to the other at such time as is provided for in the *Canada Labour Code*, to commence collective bargaining to settle the terms of an Agreement to replace this one.

ARTICLE 28: AMENDMENTS TO THE AGREEMENT

- 28.01 This Agreement may only be amended by the parties, by mutual consent, in writing.

ARTICLE 29: PARKING

- 29.01 As long as the Halifax International Airport Authority continues to provide free parking to the Employees in the bargaining unit at the HSIA site, on the same terms that are in effect on the day this Collective Agreement is signed, CNS will continue to provide such free parking during the term of this Agreement.

ARTICLE 30: SOCIAL JUSTICE FUND

- 30.01 CNS agrees, during the life of this agreement, to make a one-time payment of \$1000 to the PSAC Social Justice Fund as established by the Union.

Signed at Halifax, Nova Scotia, this 10 day of April, 2015.

COMMISSIONAIRES NOVA SCOTIA

PUBLIC SERVICE ALLIANCE OF CANADA

B. Belliveau

Baldwin

[Signature]

[Signature]

[Signature]

Pam Zook

[Signature]

Nancy Gilday

[Signature]

Deborah [Signature]

W Beasted

WITNESS TO ALL OF ABOVE SIGNATURES

LETTER OF UNDERSTANDING #1

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA1. The Nature of the Employer and its Operations

The parties recognize that the Employer is a non-profit corporation with a mandate to provide meaningful employment opportunities to former members of the Canadian Forces, the Royal Canadian Mounted Police and persons of like background. The Employees, a disciplined body in the tradition of the Canadian Forces and the Royal Canadian Mounted Police, are expected to abide by the Employer's strict code of rules and regulations and to maintain the same standards of conduct and discipline which they acquired in the uniformed service of Canada and display the attributes of dependability, loyalty and trust.

2. The Client's Needs

The Union and the Employees recognize that the Employer's business is the servicing of clients with whom it has various contracts. Because the Employees' work is to provide the service the Employer has undertaken to provide to those clients on their respective premises and often as, or appearing to be, an integral part of such clients' operations, satisfaction of clients' goals and objectives is recognized to be a fundamental obligation of the Employer and the Employees covered by this Agreement. It is recognized that the Employees are sometimes subject to the directions that may be given to them by the Employer's client and that they are obligated to comply with all rules and regulations that apply to the client's premises and operations. It is understood and agreed that a breach of any such direction, rule or regulation, will be treated by the Employer as if it was a breach of the Employer's own directions, rules or regulations.

3. Collective Agreement Requirements

It is recognized that, in connection with paragraphs 1 and 2 above, CNS must also satisfy any applicable requirements of the Collective Agreement regarding such matters.

4. CNS Is The Employer

(a) CNS acknowledges the concerns of the Employees and the Union that in situations where removal from a client request or discipline may result for a CNS Employee, CNS, as the Employer, will be the principal body in such matters. To that end:

(i) Employees will be required to cooperate and participate fully in any investigation of a situation initiated and carried out by the client and/or

Transport Canada, but, subject to paragraph (b), only CNS will have the authority to impose, or implement any disciplinary measure against any CNS Employee.

- (ii) CNS will be the sole body implementing any discipline measure or removal of the Employee from the Site or one of the Sections at the Site.
 - (iii) Where CNS initiates and carries out an investigation of a situation, only CNS, as the Employer, will have the authority to impose, or implement any disciplinary measure or the removal of an Employee from the Site or one of the Sections of the Site arising from that investigation.
- (b) When the client considers the actions of an Employee to be inappropriate or problematic, and the client advises CNS in writing of the inappropriate or problematic actions that he/she wishes the Employee to be permanently removed from the Site or from one of the work Sections at the Site, CNS:
- (i) will conduct an investigation to assess those concerns; such an investigation will normally be conducted by persons other than personnel from the Site;
 - (ii) will, in attempting to reconcile the situation with the client, with the Employee's approval, provide the findings of that investigation to the client, and on a confidential basis, to the Local Union President;
5. Where no reconciliation is possible with the client, the following provisions will be used to attempt to find an alternative assignment for any affected Employee(s):
- (a) CNS, in consultation with the Union, will seek alternate employment pursuant to subparagraph (b) below, for any displaced Employee(s).
 - (b) The following sequence will apply in seeking alternate employment for the displaced Employee(s):
 - (i) If the removal acted upon is only from a Section of, and not the entire Site, the Employee may select a vacant position, if available, in another Section of the Site, or use his/her Bargaining Unit seniority (i.e., total continuous service by CNS) to bump the Employee most junior in seniority in any such other Section(s), provided, in CNS' view, he/she has appropriate skills, abilities, and qualifications to perform and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary. If the Employee does not choose either of these options, he/she will be placed on the Detail 85 Spare List.
 - (ii) If paragraph (i) above does not apply, CNS will determine if there is any vacancy at another site in the HDBC/HPD bargaining unit and provided

- (ii) If paragraph (i) above does not apply, CNS will determine if there is any vacancy at another site in the HDBC/HPD bargaining unit and provided he/she has, in CNS' view, appropriate skills, abilities, and qualifications, the displaced Employee(s) will be given the opportunity to fill any such vacancy(s) at the other site, and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other. Such re-assignment will pre-empt any job posting process currently under way with respect to such vacancy;
- (iii) If there is no suitable vacancy at either site in the HDBC/HPD bargaining unit for such displaced Employee(s), such Employee(s) may use his/her Bargaining Unit Seniority (i.e. total continuous service employed by CNS) to bump the Employee most junior in seniority in a position in that bargaining unit, provided, in CNS' view, he/she has appropriate skills, abilities, and qualifications to perform and meets any other client requirements for such position. If otherwise suitable for the position, CNS will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other;
- (iv) If the Employee does not obtain a position pursuant to (ii) or (iii) above, he/she will be placed on the Detail 85 Spare List.

6 Notwithstanding Paragraph 4 (b) above, but subject to Article 14 (Discipline and Discharge), CNS reserves the right to discipline, up to and including discharge, the Employee if the reasons for the client's concerns, in CNS' view, justify such action(s).

This Letter of Understanding will be deemed to be part of the Collective Agreement.


Signed at Halifax, Nova Scotia, this 10 day of April, 2015.

For

For

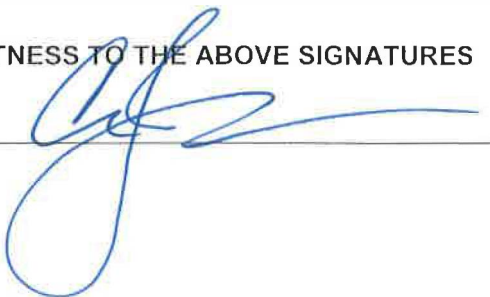
COMMISSIONAIRES NOVA SCOTIA

PUBLIC SERVICE ALLIANCE OF CANADA





WITNESS TO THE ABOVE SIGNATURES



**LETTER OF UNDERSTANDING # 2
MEDICAL BENEFIT PLAN**

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

CNS will investigate group medical benefit plans including plans whose premiums are cost shared between employee and employer and those that are 100% employee paid. The Employer will provide the Union with the results of their investigation before implementation and prior to the expiry of this Collective Agreement.

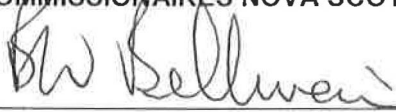
Signed at Halifax, Nova Scotia, this 10 day of April, 2015.

For

For

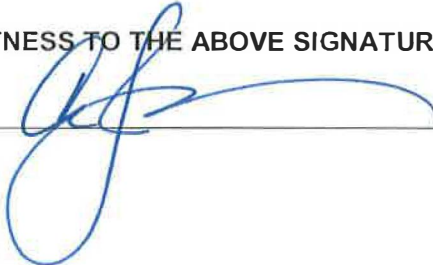
COMMISSIONAIRES NOVA SCOTIA

PUBLIC SERVICE ALLIANCE OF CANADA





WITNESS TO THE ABOVE SIGNATURES



**LETTER OF UNDERSTANDING # 3
DEVELOPMENT OF POSITION DESCRIPTIONS**

Between

COMMISSIONAIRES NOVA SCOTIA

and


PUBLIC SERVICE ALLIANCE OF CANADA

CNS and the Union agree to enter into discussions to facilitate the development of position descriptions for bargaining unit positions for Local 85100 during the life of this Collective Agreement.

Signed at Halifax, Nova Scotia, this 10th day of April, 2015.

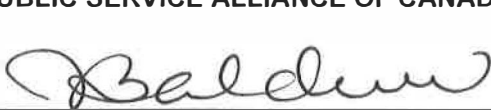
For

COMMISSIONAIRES NOVA SCOTIA



For

PUBLIC SERVICE ALLIANCE OF CANADA



WITNESS TO THE ABOVE SIGNATURES



**LETTER OF UNDERSTANDING # 4
ESCORT SCHEDULING**

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

It is agreed that the CNS, HIAA Site Manager, the Escort Manager and two (2) Union Executive members, which may include the Local President and Vice President shall form a Committee that will develop a scheduling system to ensure that fairness, equity and seniority are included in the process. Such Committee members shall present the results to the UMCC for approval within two (2) months of signing of this Collective Agreement.

Signed at Halifax, Nova Scotia, this 10 day of April, 2015.

For

For

COMMISSIONAIRES NOVA SCOTIA

PUBLIC SERVICE ALLIANCE OF CANADA





WITNESS TO THE ABOVE SIGNATURES



**LETTER OF UNDERSTANDING # 5
TRAINING**

Between

COMMISSIONAIRES NOVA SCOTIA

and

PUBLIC SERVICE ALLIANCE OF CANADA

CNS agrees to conduct a review of the annual security examination ensuring compliance with the appropriate regulations. CNS commits to investigate alternate delivery, teaching and study options for employees. Following the review which will ensure CNS is meeting the requirements of the client, CNS and the Union will discuss proposed solutions at the UMCC. This review and discussion will be done within 12 months of the signing of this Collective Agreement.

Signed at Halifax, Nova Scotia, this *10th* day of *April*, 2015.

For

For


COMMISSIONAIRES NOVA SCOTIA

PUBLIC SERVICE ALLIANCE OF CANADA





WITNESS TO THE ABOVE SIGNATURES



**LETTER OF UNDERSTANDING # 6
ROE SICK BENEFITS**

Between

COMMISSIONAIRES NOVA SCOTIA

and

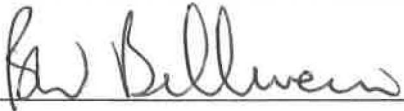
PUBLIC SERVICE ALLIANCE OF CANADA

For the purpose of obtaining Employment Insurance in regards to sick benefits, the Employer will provide a Record of Employment (ROE) within seventy-two (72) hours of the request for an ROE being submitted. The Employer will indicate that the Employee has been paid one hour sick leave on the ROE. This hour will be drawn from the Personal Time Off (PTO) bank. In the event one hour PTO is not available, a one hour advance on future PTO hours will be considered on an individual basis by the Director, Human Resources or his/her designate.

Signed at Halifax, Nova Scotia, this 10 day of April, 2015.

For

COMMISSIONAIRES NOVA SCOTIA

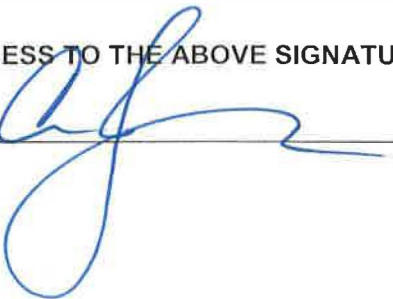


For

PUBLIC SERVICE ALLIANCE OF CANADA



WITNESS TO THE ABOVE SIGNATURES



APPENDIX "A"

Amended January 1, 2015

Classifications	Rate Effective January 1, 2014	Rate Effective January 1, 2015 (1.8%)
Airport Patrol	\$17.61	\$17.93
Airside Vehicle Operator Permit (AVOP) Coordinator	\$18.84	\$19.18
APSS Dispatcher	\$12.42	\$12.77
APSS Shift Second in Command (2IC)	\$18.79	\$19.13
APSS Shift Supervisor	\$19.85	\$20.21
Baggage Cart Retrieval	\$12.42	\$12.77
Customer Service Security Monitor (CSSM)	\$14.86	\$15.13
Dockmaster	\$14.00	\$14.25
Escort Supervisor	\$13.06	\$13.30
Escorts Security	\$12.49	\$12.84
Ground Transportation Inspector	\$15.94	\$16.23
Operations Support Clerk Escort	\$13.71	\$13.96
Park 'N Fly Shuttle Bus Driver	\$13.08	\$13.32
Parking Lot Attendant – Park 'N Fly	\$13.08	\$13.32
Parking Lot Attendant – Parkade	\$13.95	\$14.20
Pass Control Coordinator	\$20.92	\$21.30
Pass Control Assistant	\$17.73	\$18.05
Restricted Area Access Control Vehicle Inspection Officer (VIO) North and South Gate	\$12.75	\$12.98
Security Clerk Coordinator	\$20.97	\$21.35
Security Guard – Restricted Area Access Control – Post Guard	\$12.42	\$12.77
Security Guard – Restricted Area Access Control – US Pre Clearance	\$14.00	\$14.25
Security Office Clerk	\$13.71	\$13.96
Security Operations Centre (SOC) Operator	\$17.61	\$17.93
Security Systems Coordinator	\$18.84	\$19.18
Security Training Coordinator	\$18.84	\$19.18
Tow Truck Operator	\$17.36	\$17.67
Curbside Services	\$12.42	\$12.77

Economic Increases retroactive from January 1, 2015 to December 31, 2015 will be a follows:

- For all employees whose wage is less than \$12.75 (at December 31, 2014) an increase of \$.35 (thirty-five cents) per hour.
- For all other employees – the lesser of 2% or the average of the change in the Consumer Price Index (all points Halifax annually) for the January 1, 2014 to December 31, 2014 period.
(The possible application of the Consumer Price Index will not cause of reduction in any pay rate in Appendix “A” if in this period the average of the change is below zero).

The parties will meet to discuss wages for the periods January 1, 2016 to December 31, 2016 and January 1, 2017 to December 31, 2017 respectively within thirty (30) days of a contract being signed between CNS and the HIAA.