

9597-19
2003-2004

RECEIVED OCT 0 1 2003

1

.COLLECTIVE AGREEMENT

Between:

Aeroguard Eastern Ltd.

Hereinafter called "the Employer"

And:

UNITED STEELWORKERS OF AMERICA

Hereinafter called "the Union"



Date: May 31, 2003

SUDBURY AIRPORT

13151(21)

ARTICLE 1 - PURPOSE OF AGREEMENT	3
ARTICLE 2 - RECOGNITION AND JURISDICTION	3
ARTICLE 3 - DEFINITION OF TERMS	4
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - UNION SECURITY	7
ARTICLE 6 - NO DISCRIMINATION	9
ARTICLE 7 - UNION REPRESENTATIVES	10
ARTICLE 8 - GRIEVANCE PROCEDURE	12
ARTICLE 9 - ARBITRATION	13
ARTICLE 10 - HEALTH AND SAFETY	14
ARTICLE 11 - SENIORITY	15
ARTICLE 12 - NEUTRALITY	19
ARTICLE 13 - WAGES	20
ARTICLE 14 - HOURS OF WORK AND OVERTIME	22
ARTICLE 15 - ANNUAL VACATION	23
ARTICLE 16 - PAID HOLIDAYS	25
ARTICLE 17 - LEAVE OF ABSENCE	25
ARTICLE 18 - MATERNITY LEAVE	29
ARTICLE 19 - UNIFORMS	29
ARTICLE 20 - DISCIPLINE	29
ARTICLE 21 - INSURANCE PREMIUM	31
ARTICLE 22 - POSTING OF NOTICES	31
ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE	31
ARTICLE 24 - GENERAL PROVISIONS	32
ARTICLE 25 - TRAINING AND EQUIPMENT	33
ARTICLE 26 - PENSION PLAN	34
ARTICLE 27 - TERM	35
SCHEDULE "A"	36

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this agreement is to establish orderly relations between the Employer and the employees and their respective representatives, in compliance with the laws, authority, rights and obligations of the parties.
- 1.02** Wherever the masculine is used herein it shall also mean to include the feminine.

ARTICLE 2 - RECOGNITION AND JURISDICTION

- 2.01** The employer recognises the Union as the sole bargaining agent for all its employees in the Sudbury Airport, save and except Supervisors and persons above the rank of Supervisors.
- 2.02** An employee promoted to a position excluded from the bargaining unit shall not accumulate seniority during his/her absence from the bargaining unit. In the event the employee bids for and is awarded a job posting back within the bargaining unit he/she will be entitled to his/her seniority accumulated up to the day in which he/she was promoted to a position excluded from the bargaining unit. The Employer agrees that

an employee may elect to return to his/her former position within the first thirty-day (30) period, thereafter he/she may return to a vacancy within the bargaining unit as a new employee.

- 2.03** No employee shall be laid off because of sub-contracting. Unless the nature of the **services** to be subcontracted is outside the present duties of the employee group and the employer is unable to retrain the employees in a reasonable time period.
- 2.03 a)** The Company shall notify the union in writing of their intent to contract out work prior to the work being done.
- 2.04** The Employer agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this agreement or any statute of Canada. Any such agreement will be null and void.
- 2.05**
- (a) this agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Sudbury Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.
 - (b) It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- 2.06** The Employer shall not cause or direct any lockout of employees during the life of this agreement and neither the Union nor the employees shall in any way authorize, encourage or participate in a strike, stoppage, slowdown, or restriction of work, or service, or threat thereof. Employees will not engage in any work that is outside the scope or requirements of this collective agreement.

ARTICLE 3 - DEFINITION OF TERMS

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

- (a) "Probationary employee" shall mean any employee who has not completed a probation period of 90 calendar days
- (b) "Regular employee" shall mean any employee who has completed his probation period and regularly works a minimum of twenty-four **(24)** hours per week
- (c) "Part-time employee" shall mean any employee who has completed his probation period and who works **less** than twenty-four **(24)** hours per week;
- (d) "Work shift" shall mean, for the purpose of **determining** an employee's status, a period of a maximum of eight **(8)** hours per day, including breaks.
- (e) "Week" shall mean a seven (7) consecutive day period extending from midnight on the beginning of a given day to midnight at the end of the seventh day. The Employer must indicate his choice to the Union within fifteen (15) days following the execution of this agreement. This choice can be modified by mutual agreement of the parties.
- (f) "Spouse" includes 'common law spouse' and shall mean a couple who:

Are married and live together; or

Are living together as partners and who:

Have been residing together for a period of six (6) months and are publicly represented as a couple.

- g)** "Points leader" shall coordinate the overall activities of the pre-board screening unit. In addition point leader will participate in the screening process as needed.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

The union acknowledges that all management rights and prerogatives are vested exclusively with the company except as specifically limited by the provisions of the agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:

- a) , To maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- b) To hire, transfer, layoff, recall promote, demote, classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 8 of the agreement and ;
- c) To determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.
- d) Written disciplines or evaluations may be issued only by the supervisors and those above.
- e) To select agents to act in a Point Leader capacity as and when deemed appropriate.
- f) Agents acting in a Point Leader capacity will carry out the duties and responsibilities as outlined in the Passenger Pre-board Point Leader position description. Agents will be selected for Points Leader training and certification based upon seniority, qualifications for the function and on an interest as acting as a Point Leader when required. In the event of limited training positions, with all other factors being relatively equal, seniority shall be the determining factor.
- g) Agents will be selected to act in a Point Leader capacity based upon a method agreed to by the Union and Management. The method will be based upon equal opportunity for all agents trained in the Point Leader capacity to obtain available Point Leader hours.

- 4.02** Employees not covered by this agreement shall not do work normally done by the employees covered by this agreement except:
- (a) In cases of emergency;
 - (b) In cases of training of employees;
 - (c) The Company may assign up to a maximum of (1) one management staff excluded from the bargaining unit to perform pre-screening duties per shift. It is further understood and agreed that no management staff shall perform bargaining unit work on overtime except in the case of emergency, training or when no qualified bargaining unit employee is available.

ARTICLE 5 - UNION SECURITY

- 5.01** It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective his/her date of employment.
- 5.02** The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 14083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office; 92 Froot Road Sudbury Ontario P3C 4Z4
- 5.04** A statement containing the following information shall accompany the remittance and the R-115 form:

- a). A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b). A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in article .02 in such form as shall directed by the Union to the Company.

5.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

5.06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

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

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

5.09 HUMANITY FUND

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

United Steelworkers of America
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

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

The first Humanity Fund deduction as aforesaid shall be the fifth (5th) week following the ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R 119172278 RR 0001.

ARTICLE 6 - NO DISCRIMINATION

- 6.01** The Employer and the Union agree not to discriminate against any employee because of his age, race, language, belief, colour, **sex**, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other group prescribed by law.
- 6.02** The employer and the Union agree to abide by the provisions of the Canadian Human Rights Act, which is incorporated herein by reference.
- 6.03** The Employer and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.
- 6.04** For the purposes of this article, "Sexual Harassment" includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (d) Repeated sexually oriented remarks and/or behaviour, which may reasonably be perceived to create a negative psychological and/or emotional environment.

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

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

ARTICLE 7 - UNION REPRESENTATIVES

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

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

7.03 The Union shall notify the Employer, in writing, of the names of the authorized representatives, delegates and officers. The Employer need

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

- 7.04** The Employer will grant leaves of absence without pay to Union Representatives or to employees to attend Union meetings and conferences under the following express conditions:
- (a) The Union must have made a written request to this effect stating the name(s) of the Union Representatives) for whom the leave is requested, along with the date and duration;
 - (b) Such request must have been made at least five (5) days in advance except in cases of emergency
 - (c) That there be no more than 10 percent of the work force absent at the same time at the station;
- 7.05** For the purpose of this article, the word "day" has the same meaning as "work shift".
- 7.06** In case of a grievance, a Union steward may, during working hours and without loss of salary, investigate and/or submit a grievance according to the grievance procedure provided herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.
- 7.07** An employee absent under article 7 shall continue to accumulate seniority and benefits provided under this agreement during his absence.
- 7.08** The Employer, upon twenty-four (24) hours prior notice, shall release the employees whose presence is required at an arbitration hearing; and employees appointed or elected by the union to attend bargaining sessions for the renewal of the agreement.
- 7.09** **PAYMENT WHILE ON UNION LEAVE** – In the event that an Employee is absent from work on approved leave of absence for Union business, the Employer agrees to continue the normal pay for any such employee and the Union agree to reimburse the Employer within thirty (30) days of receipt of an invoice from the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02

STEP 1

Whenever a grievance concerning the implementation or interpretation of the collective agreement arises, the employee alone or accompanied by his steward or the Union shall submit his grievance in writing to the operations manager or his designate within five (5) working days of the event that gave rise to the grievance. In the event of a layoff or recall, the time limit for filing a grievance is within fifteen (15) working days of the occurrence-giving rise to the grievance.

8.03 The operations Manager or his designate shall render his decision in writing within five (5) working days of receipt of the grievance.

8.04 STEP 2

If the decision of the operations Manager or his designate is not acceptable to the Union, then the grievance must be submitted to the director of operations or his designate who shall within five (5) working days of receipt of the grievance hold a meeting with the union grievance committee who may be accompanied by a staff representative of the international union. A decision in writing will be sent to the Union within five (5) working days of the meeting

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

8.06 Group / Policy Grievance

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

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

ARTICLE 9 - ARBITRATION

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

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

If none of the aforementioned arbitrators can act within the ninety-day (90) time limit mentioned above, the parties shall endeavour to agree upon the choice of another arbitrator. Failing agreement, one or the other of the parties may apply to the Minister of Labour.

9.03 Powers of the Arbitrator:

The arbitrator is not empowered to change, modify or exclude any of the

clause's of this agreement nor to substitute a new clause therein. He must only be concerned with the specific questions submitted.

- 9.04** In all disciplinary matters, the arbitrator may sustain, modify or reverse the Employer's decision, as the case may be, it may substitute in its place the decision that, in his opinion, appears to be fair and reasonable under the circumstances.
- 9.05** **Arbitration fees:**
- Each party is responsible for its own fees incurred in relation to any grievance submitted to arbitration. The expenses incurred by the sole arbitrator are shared equally between the two (2) parties herein.
- 9.06** The time limits may be extended through mutual agreement between the parties. Such agreement shall not be unreasonably withheld.
- 9.07** In the preparation of arbitration rosters, the parties agree to give priority to cases of suspension or dismissal.

ARTICLE 10 - HEALTH AND SAFETY

- 10.01** The Employer will take the necessary steps to ensure the employees' safety and to protect their health.
- 10.02** The Employer agrees to cooperate with the Union to promote education in employee safety, accident prevention and health.
- 10.03** The Employer and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Employer to ensure safe, health and hygienic working conditions.
- 10.04** The Employer shall supply the necessary means of protection determined with the Union. The employee must use the protective means supplied by the Employer.
- 10.05** An employee who sustains a work injury shall receive his full wages for

the day on which the injury occurred. The employee, where necessary, shall be taken to a physician's office or to the hospital at the Employer's expense.

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

(b) Upon his return to work, the employee shall resume his employment, if it still exists, or another employment according to his seniority rights, provided that the employee can perform the essential duties of the position having regard to the provisions of the Canadian Human Rights Act and the applicable Workers Compensation Statute.

10.07 An employee assigned to x-rays / screen, wandung and front check shall not perform his work for more than the length of time prescribed by the applicable regulatory authority. No employee will leave his/her post until he/she has first been relieved.

ARTICLE 11 - SENIORITY

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

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

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

11.03 **Loss of Seniority:**

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

(1) Voluntary severance;

(2) Dismissal for reasonable and just cause;

- (3) Absence from work for more than three (3) consecutive working days without notice, or without a valid excuse for not giving notice.
- (4) Failure to return to work within seven (7) days of recall;
- (5) Upon recall, refusal to accept an employment offer in a regular classification.
- (6) Absence due to illness or injury, other than a work injury, for a period of more than twenty-four (24) calendar months;
- (7) Layoff for a period of more than twenty-four (24) calendar months;
- (8) Uses an authorized leave of absence other than for the purpose granted and extended.
- (9) Any employee who accepts a promotion outside of the Bargaining Unit for a period in excess of thirty (30) days. An employee who returns to the Bargaining Unit prior to the expiration of the thirty (30) day period will pay all union dues that they would have paid as if they had remained in the Bargaining Unit.

1 104 For application purposes of the provisions of this agreement, the absences provided for by the agreement or otherwise authorized by the Employer do not constitute a break in service.

11.05 **Seniority list:**

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

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

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

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

11.07 **Employment classification:**

1. For application purposes of seniority rights, the employees shall be divided in three (3) separate groups as follows:
 - Regular employees
 - Part-time employees
 - Probationary employees

2. **General principal:**

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

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

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

11.09 **Vacant or newly created positions:**

- (a) The vacant or newly created position notice shall contain the

following comments:

- Regular or part-time position
- Qualifications for this position
- Hourly salary rate

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

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

11.10 Layoff:

In all layoff cases, the employee who has the least seniority in the concerned employee **group [i.e. CATSA levels 1 to 3]** is the first to be laid off, provided that the employees who remain at work can perform normally the work of the concerned employment classification. Any laid off regular employee has priority of employment over any part-time or probationary employee.

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

11.12 Recall:

In all recall cases, the Employer shall recall the employee who has the most seniority among the employees lay off, it being agreed that the regular employee shall have priority of employment over any pad-time

or probationary employee(s), provided that he can perform the job.

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

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

(a) At least two weeks' (2) prior written notice of its intention to terminate his employment at a specific date, or

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

Except if the latter is dismissed for just cause.

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

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

11.17 If the Employer requires regular employees, part-time employees shall have first right of refusal before selecting workers from the outside.

ARTICLE 12 - NEUTRALITY

12.01 **Introduction**

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

12.02 **Neutrality**

The Company agrees to adopt a position of neutrality in the event that

the Union seeks to represent any non-represented employees of the Company.

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

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

ARTICLE 13 - WAGES

- 13.01** No benefits of monetary value shall be considered in computing the minimum wage.
- 13.02** All wages shall be paid by direct deposit except for final pay cheque upon termination of employment.
- 13.03** Employees shall be paid at regular intervals not exceeding sixteen (**16**) days unless mutually agreed otherwise between the Employer and the Union.
- 13.04** Employees shall receive their pay statements personally on the work premises and during a working day, except when the statement is sent by mail at the employee's request.
- Wages may also be remitted to a third party upon the employee's written request. Provided it does not present undue hardship for the employer to accommodate.
- 13.05** When the regular payday falls on a holiday referred to in article 15 hereof, wages shall be paid to the employee on the preceding workday. Paydays may vary upon mutual agreement between the Employer and the Union.

- 13.06** The Employer shall remit to the employee, at the same time as his wages, a pay statement with sufficient information to allow him to check the computation of his wages. This pay statement shall contain the following data, specifically:
- (1) The Employer's name;
 - (2) The employee's last name and given name;
 - (3) The payment date and its corresponding work period;
 - (4) The number of hours paid at the applicable rate during the hours of the regular work week;
 - (5) The number of overtime hours paid, at the applicable increase factor;
 - (6) The nature and amount of premiums, indemnities or allowances issues;
 - (7) The wage rate;
 - (8) The amount of gross wages;
 - (9) The nature and amount of deductions made;
 - (10) The amount of take-home pay.
- 13.07** For the term of this agreement, the Employer shall pay the wages provided in Schedule "A".
- 13.08** The employee's acceptance of a pay statement does not constitute waiving of payment of all or part of the wages to which he is entitled.
- 13.09** The Employer may deduct wages only when compelled by law, a court order, a collective agreement, or when authorized by a document signed by the employee.
- 13.10** Except where seniority is being applied, an employee transferred to another task at the Employer's request shall be paid at the highest rate of his regular task or of the new task to which he is assigned, whichever

is greater.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01** The standard workweek for an employee covered by this Agreement is seven (7) consecutive days starting on Monday.
- 14.02** The standard shift of an employee scheduled to work eight (8) Hours shall be eight (8) consecutive hours including lunch and rest breaks.
- 14.03** Hours worked by an employee in excess of eight (8) hours per Day or forty (40) hours per week shall be paid at the rate of 1 1/2 times the standard hourly rate unless scheduled hours exceeds the standard.
- 14.04** A regular employee will not work more than seven (7) consecutive Days, whether included in the same week or not, failing which, as of the eighth (8) day she/he will be paid at the rate 1 1/2 times the standard hourly rate.
- 14.05** Employees will be allowed to exchange shifts subject to management approval, which will not be unreasonably withheld. Employees must notify the employer, in writing, forty-eight (48) hours in advance of any planned exchanged shifts.
- 14.06** No shifts will be scheduled with less than eight (8) hours rest Between shifts unless by mutual agreement.
- 14.07** For purposes of computing overtime, annual vacations and paid holidays, which fall on an employee's normally scheduled workday, shall be deemed to be working days. The Employer shall undertake not to unduly change the work schedules.
- 14.08** Employees will be allowed a meal period of thirty (30) minutes with pay for each shift worked to be taken as close as possible to the mid point of the shift; and will be allowed a fifteen (15) minute paid break as close as possible to the mid point of each four (4) hour interval, however, the employee must remain on site and respond to any emergency that may occur, a full compliment of passenger screeners are required during

flight screening.

- 14.09** An employee who reports for work and has not been advised not to do so prior to the start of her/his scheduled shift and no work is available, will be paid a reporting allowance equal to four **(4)** hours at the employees standard hourly rate.
- 14.10** For purposes of computing the standard workweek, a shift shall belong to the calendar day on which it begins.
- 14.11** The following week's schedule of employees assigned to regular contracts shall be posted in the workplace by the Employer. Should a grievance concerning an employee's work schedule occur, the Employer, at the Union request, must supply the Union with a copy of this employee's work schedule.
- 14.12** The Company and the union agree that the distribution of Overtime will be done as equitable as practical. With this in mind the parties agree to develop specific overtime procedures at each station with the view of distributing overtime in a fair and equal manner.
- 14.13** An employee who has already left the work site after the end of his/her regular shift and is called out to work, shall be paid the overtime rate for each hour worked but in any event, he/she shall not be paid less than four **(4)** hours at his/her hourly rate.
- 14.14** An employee already scheduled to work or working may be asked to report to work early or remain at the work site, shall be paid for these additional hours as per the collective agreement.

ARTICLE 15 - ANNUAL VACATION

- 15.01** (a) The reference year for vacation purposes shall be a period Of consecutive months during which the employee shall progressively acquire the right to a vacation.
- (b) This period shall extend from January 1st to December 31st
- 15.02** (a) All employees governed by this agreement shall be entitled to paid

Vacation based on their gross earnings for the reference year, as provided in article 15.01. Entitlement shall be the employees' continuous service with the Employer at the end of the reference year. Vacation days, are days that an employee would normally be scheduled to work

<u>ENTITLEMENT</u>	<u>VACATION</u>	<u>INDEMNITY</u>
Less than 1 year's Service	one (1) day of vacation per month - max of 10 Per year	4% of earnings
One (1) year and less Than 5 years' service,	ten (10) days vacation	4% of earnings
Five (5) years' but Less than 10 years Service	15 days vacation	6% of earnings
Ten (10) years' or more Service	20 days vacation,	8% of earnings

(b) Part-time employees will receive vacation based on the number of days they are regularly scheduled to work in a week.

Example: A part-time employee with one year but less than 5 years of continuous service with the Employer, who is regularly scheduled to work 2 days per week, would receive 4 days of vacation at 4% of earnings.

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

15.03 Employees shall receive their vacation pay at the same time as they receive their regular pay preceding their departure on vacation. The Employer agrees to pay vacation in one-week instalments as they are taken.

15.04 Vacations shall be transferable from one year to the next where the Employer has denied vacation leave.

15.05 Employees will advise management of their preferred vacation date(s) in writing between April 1 and April 15 of each year. **By** April 30,

management will notify the employees in writing of the approved date(s). Vacation dates will be allocated based upon the employee's seniority and operational requirements. Subsequent to April 30, an employee may advise management of a preferred vacation date(s) in writing and it will be approved or denied within ten (10) days. Requests will be evaluated on a time of submission basis (i.e. First come: first served). At any time, vacations may be altered upon mutual agreement of the Employer and the Employee.

The Employer is forbidden to replace the vacation referred to in article 15.01 with a compensatory indemnity except for the third week if an agreement exists between the employee and Employer to this end,

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

ARTICLE 16 - PAID HOLIDAYS

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

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

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

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01** (a) In the event of the death of a member of the immediate family, an employee is entitled to three (3) days of paid leave of absence, including the day of the funeral and the two (2) preceding days, provided these days are scheduled days of work. Immediate family includes: spouse including common law spouse, parents, parent's spouse, grandparents, children, brothers, sisters, mother and father-in-law and their spouses and any relative permanently residing in the employee's household or with whom the employee resides.
- (b) Where the funeral is outside Sudbury in excess of 500 km, additional unpaid leave may be granted (such leave will not be unreasonably withheld).
- (c) Where these days fall within the employee's vacation, the employee's vacation will be credited accordingly.
- 17.02** The Employer is entitled to require a medical certificate substantiating the employee's injury or illness where an employee is absent for two (2) consecutive days or more, or where an employee is absent for ten (10) or more days in a calendar year. The Employer shall pay for any such medical certificate requested by the Employer.
- 17.03** The Employer must take back in his employment or in a similar employment, any employee who has had to be absent from work due to injury or illness, for a period not exceeding twenty-four months.
- 17.04** (a) Court leave
- An employee called to serve, as a witness in relation to the performance of his duties will be paid as if he had worked for the time spent, including travel. An employee shall suffer no loss of wages in this regard. Any costs received by an employee from the court shall be refunded to the Employer.
- (b) Jury and Crown Witness leave

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

17.05 Public Office Leave

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

17.06 Sick Leave

Effective November 15, 2003 All employees will accrue an annual sick leave at the rate of 1.2% of regular hours worked. Employees will be permitted, to accrue up to a maximum of one hundred and twenty (120) hours of sick leave.

'Regular hours' worked excludes vacations, statutory holidays not worked and overtime."

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 any such request for time off.

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

17.08 Upon written request to the Employer's Operations Manager, a leave of

absence; without pay or participation in any benefit, shall be granted on behalf of no more than one (1) employee chosen by the Union to work for the Union full time. This leave of absence shall be for a one (1) year period and is not renewable.

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

17.10 An employee shall continue to accumulate seniority during the term of any leave of absence:

17.11 Despite anything in this Article, the Employer may grant a leave of absence without pay for a period not exceeding thirty (30) days to an employee provided that:

(a) The employee gives notice in writing to the Supervisor of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency), and;

(b) In the judgement of the Employer, the proposed leave of absence can be arranged without disrupting normal operations.

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

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

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

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

ARTICLE 18 - MATERNITY LEAVE

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

ARTICLE 19 – UNIFORMS

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

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

ARTICLE 20 - DISCIPLINE

- 20.01** Any disciplinary measure may give rise to a grievance, in accordance with the procedures provided for in article 8 of this collective agreement.
- 20.02** It is forbidden for the Employer to apply any disciplinary, **discriminatory** or other measure to an employee because she is pregnant.
- An employee who believes that her pregnancy has been the cause of a disciplinary, discriminatory or other measure may submit her grievance according to the procedures provided for in article 8.
- 20.03** In all cases of disciplinary measures, the Employer must inform the employee of the discipline imposed upon him, in writing, stating the incident or the reason, which justifies the disciplinary measure.

- 20.04** The Employer shall remit a copy of such measure to the Union within ten (10) days thereof.
- 20.05** Any disciplinary measure, which is cancelled following a decision made by the Employer or an arbitrator, must be withdrawn from the employee's record.
- 20.06** If an employee is summoned to the Employer's office for disciplinary reasons, he shall be accompanied by a Union steward.
- 20.07** A suspension shall not interrupt an employee's continuous service unless the arbitrator decides otherwise.
- 20.08** Any disciplinary report pertaining to a bargaining unit employee sent by the Employer to any regulatory body, must be forwarded to the said employee and to the Union as quickly as possible in order to allow them to make the necessary representations, if applicable.
- 20.09** Any disciplinary report filed in an employee's record may not be used for disciplinary purposes after a twelve (12) month period, provided that the employee has not committed any other similar offence during the said twelve (12) month period.
- 20.10** There shall be only one (1) employee personnel file and the employee shall have access to review his/her file two times per year while an operations manager or his designate are available.
- 20.11** If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been disciplined Unreasonably or unjustly or too severely, the Employer shall:
1. Rescind the penalty, or
 2. Reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Arbitrator as the case may be.

20.12 **NOTICES**

The Employer agrees to provide the Union with notice of all written

disciplinary notices as well as notice that an employee has completed his/her probationary period.

ARTICLE 21 - INSURANCE PREMIUM

21.01 Effective November 15 , 2003

- (a) The Employer will contribute \$1.00 per hour worked per employee towards a health and benefit package,
- (b) The Steelworkers Trusted Benefit Plan - will administer and provide the benefits to the employees.”

ARTICLE 22 - POSTING OF NOTICES

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

ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE

- 23.01** Within thirty (30) days of the coming into effect of this collective agreement, the parties will form an Industrial Relations Joint Committee of a minimum of two (2) members appointed by the Employer and a minimum of two (2) members appointed by the Union.
- 23.02** The task of this Committee shall be to:

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

(b) Make recommendations to the parties.

(c) To discuss, and suggest' alternate shift schedules with the company. If it becomes necessary to modify or establish schedules, the Company shall take the initiative of meeting with the Union.

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

ARTICLE 24 - GENERAL PROVISIONS

24.01 LEGAL PROTECTION

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

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

24.03 Where an employee is a defendant in a civil action for damages because of acts done in the performance in good faith of his/her duties, the employee shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defence of such an action provided that if the Employer is also sued in respect of the same transaction, the employee will provide all reasonable assistance and co-

operation to the Employer in its defence. Further, in the absence of a real and substantial conflict of interest between the Employer and the employee in the litigation, the employee agrees, if requested by the Employer, to be represented by counsel of the Employer's choosing which may include the same counsel as is representing the Employer in the litigation. It is also understood and agreed that **provided** that the employee is not being required to personally pay any damages or contribute any settlement funds where the employee and the Employer are being represented by the same counsel, the Employer shall have the right to instruct their common counsel on all matters relating to the litigation including the settlement or compromise of same.

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

(a) Before retaining the lawyer or as soon as reasonably possible thereafter, advise the Employer of the name and address of the lawyer for the Employer's approval which approval shall not be **unreasonably** withheld; and

(b) If requested by the Employer, instruct the lawyer to render regular written accounts as required; and

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

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

ARTICLE 25 - TRAINING AND EQUIPMENT

25.01 Recognizing the uniqueness of the job being performed within The establishment, the Employer shall provide a comprehensive training program for all employees. The Employer agrees that no employee

function shall be performed until such time as appropriate training has first been received and the appropriate equipment has been provided, except with respect to specific on-the-job training. It is expressly agreed that the parties shall meet within thirty (30) days following the ratification of the collective agreement to discuss and review the needs, requirements, facilities and any other matters necessary for the compliance with this provision and CATSA regulations.

25.02 All training and testing performed by employees shall be on paid time

ARTICLE 26- PENSION PLAN

- (A) The parties agree to establish a group RRSP, which shall be jointly administered.
- (B) As apart of the employee's total wage package the Employer agrees to match each employee's contribution into a group RRSP to maximum of 1% (one percent) of the employee's annual gross earnings.

Effective November 15, 2003

Jul-18-03 11:26am

From-UNITED STEELWORKERS

4168777274

T-268 P 04/06 F-836

ARTICLE 27 - TERM

27.01

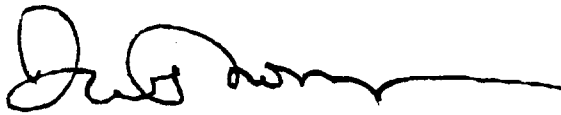
This agreement shall come into effect May 31, 2003, except as where noted otherwise and remain in full force until May 31, 2004. Subsequently, the agreement shall continue to bind the signatories month after month, except if a written notice to bargain from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

27.02

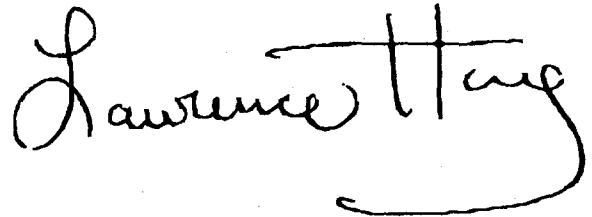
Once the notice to bargain has been remitted, the Union and the Company must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement this day of July 18, 2003 at Toronto.

FOR THE EMPLOYER



FOR THE UNION



Sudbury Collective Bargaining Agreement

SCHEDULE "A"

Wages and Job Classifications

Level 1	\$10.32
Level 2	\$11.32
Level 3	
Hours worked : 0-2080	\$12.32
2081-4160	\$12.67
4161-6240	\$13.02
over 6240	\$13.37

Effective January 1, 2004 all wage rates shall be increased by 2.5 %

Point Leader : An hourly premium of one dollar and fifty cents (\$1.50) for an Agent acting in the capacity of a Point Leader for one-half (1/2) hour or more.

LETTER OF UNDERSTANDING

It is agreed that the parties will establish a Joint Committee at each airport composed of one (1) Union representative and one (1) Company representative. The Committee will develop a mutually acceptable system for the equal distribution to the extent practicable of available point leaders and overtime opportunities having regard to seniority where there are insufficient opportunities to treat bargaining unit members equally. The Committee is to complete its work within sixty (60) days of May 7, 2003.

36,