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COLLECTIVE OF AGREEMENT

Between:

SHANNAHAN'S INVESTIGATION & SECURITY LIMITED
Hereinafter called "the Employer."

and:

UNITED STEELWORKERS OF AMERICA
Hereinafter called "the Union"

(HALIFAX, NS)

Effective from January 1, 2003 to December 31, 2004

12152/10

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 and the singular shall include the plural.

ARTICLE 2 - DEFINITIONS

- 2.00** Wherever it is used throughout this Agreement, the term:
- 2.01** "Steward" shall mean any employee employed by the employer selected or otherwise appointed by the Union to represent employees;
- 2.02** "Employee" shall mean any person employed by the employer including any person on the recall list;
- 2.03** "Grievance" shall mean any dispute or difference between one or more employees and/or the Union on the one hand, and the Employer on the other, respecting terms or conditions of employment or the rights, privileges or duties of the employee or employees, the Union or the Employer, and, without restricting the generality of the foregoing, including any question of the interpretation, application, administration or alleged violation of, or alleged non-compliance with, any of the provisions of this Agreement;
- 2.04** "International Union" shall mean the United Steelworkers of America;
- 2.05** "Lay-off" shall mean a reduction in the total number of employees employed;
- 2.06** "Lock-out" is the closing of the place of employment or the suspension of work or the refusal by the Employer to continue to employ a number of his employees for the purpose of compelling or inducing his employees, or to aid another employer in compelling or inducing his employees, to refrain from exercising any rights or privileges under the Labour Relations Act.

- 2.07 "Length of service" shall mean the time actually worked in the employment of the Employer from last date of hire. Lay-off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holiday shall be considered time worked in computing length of service;
- 2.08 "Standard hourly rate" shall mean the hourly rate of pay, exclusive of all overtime and other premiums,
- 2.09 "Strike" shall mean:
- a) a cessation of work,
 - b) a refusal to work, or
 - c) a refusal to continue to work, by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Employer to agree to or alter terms or conditions of employment;
- 2.10 "Union" shall mean the United Steelworkers of America, Local 6551;
- 2.11 "Passenger screeners" shall mean any employee of the Company employed for the purpose of screening passengers;
- 2.12 "Place of employment" shall mean assigned work site;
- 2.13 "Pay period" shall mean the two (2) week period commencing on the day as agreed in negotiations and as outlined in a letter between the Parties which will remain in force for the term of this Agreement unless changed by mutual agreement;
- ~~2.14 "Full-time employee" shall mean an individual who is scheduled to work on a regular basis of thirty (30) hours or more per week;~~
- 2.15 "Part-Time employee" shall mean an employee who is scheduled to (0-29) hours per week.
- 2.16 "CATSA" shall mean the Canadian Air Transport Security Authority

ARTICLE 3 - RECOGNITION AND JURISDICTION

- 3.01** The Union is recognized as the sole and exclusive bargaining agent for all screeners employed by SHANNAHAN'S INVESTIGATION & SECURITY LTD., its assigns or successors, in Halifax, Nova Scotia, save and except those who have been excluded by virtue of the certification orders of the Canada Labour Relations Board.
- 3.02** An employee awarded a position excluded from the bargaining unit shall be on probation for a period of ninety (90) work days from the first day of leaving the Bargaining Unit. In the event that the employer or the employee determines (within the ninety day period) that the employee is not suited for the position he shall be allowed to return to the Bargaining unit. The Employer agrees to deduct union dues as contained in Article 6 of this agreement and to remit them to the Union should the employee return or be returned to the Bargaining Unit or returned to the employee should he remain outside of the Bargaining Unit after the ninety days. After the probation period an employee may return to a vacancy within the bargaining unit as a new employee. These time frames may be extended by mutual agreement between the parties.
- 3.03** No employee shall be laid off because of sub-contracting.
- 3.04** 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 the Province of Nova Scotia or Canada. Any such agreement will be null and void.
- 3.05 a)** This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event ~~that the Halifax International Airport contract is sold, leased,~~ transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.
- b)** It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

3.06 The Employer shall not cause or direct any lockout of employees during the life of this agreement and neither the Union shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Employer.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree not to discriminate against any employee because of his 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.

4.02 The employer and the Union agree to abide by the provisions of the Canadian Human Rights code, which is incorporated herein by reference.

4.03 The Employer and the Union shall take all reasonable steps to maintain a working environment which is free from sexual and/or racial harassment.

4.04 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.

4.05 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.

4.06 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.

4.07 Harassment in whatever form will not be tolerated, whether between employees, to or from the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that it is the function of Management to manage the affairs of the business and to direct and schedule the working forces of the Employer.

5.02 Such management function shall **be**:

- a) to maintain discipline of employees, including the right to make reasonable rules and regulations, provided, however, that any dispute involving claims of discrimination, inequity or unfairness against any employee is the subject to the grievance procedure of this Agreement;
- b) to discharge, discipline or demote employees for just and reasonable cause. To hire, transfer, promote and to assign employees to shifts, provided the seniority provisions of this Agreement are observed and provided demotion shall not be used as a disciplinary measure.¹
- c) Promotion will be the sole discretion of the company following posting's.

5.03 The Employer shall not exercise its rights to direct the working force ~~in a discriminatory, inequitable or unfair manner.~~

5.04 The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

5.05 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;

ARTICLE 6 - UNION SECURITY

- 6.01** **Membership** - 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.
- 6.02** **Union Dues** - The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly-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.
- 6.03** 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 13083 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 Atlantic Provinces Union office at 236 St. George St., Suite 318 Moncton, NB. E1C 1W1.
- 6.04** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in article 5.03 in such form as shall directed by the Union to the Company.
- 6.05** **T-4 Slips** - 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.
- 6.06** **New Employees** - 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.

6.07 Union Education Fund - The Employer shall contribute five hundred (\$500.00) per calendar year towards the Union's education fund.

6.08 Humanity Fund - For the purpose of international aid and development, the Company agrees to deduct 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 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.

The Company agrees to contribute \$1,000.00 to the Humanity Fund each year of this agreement

ARTICLE 7 - DISCHARGE AND DISCIPLINARY PROCEDURE

7.01 The Company retains the right to discipline an employee for just and reasonable cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he/she will be disciplined within ten (10) working days.

7.02 The company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:

1. A verbal Warning - in the presence of a Steward;
2. A Written Warning - copy to Union
3. A Suspension without pay - copy of notice to Union;
4. Discharge - copy of notice to Union

If requested, an employee may have a shop steward present at any step of the progressive disciplinary procedure.

7.03 The above noted procedure shall apply in all cases where corrective measures can be utilized and shall be subject to the grievance procedure should the employee or the Union disagree. Unless circumstances justify immediate discipline or discharge, 7.02 above will be followed.

7.04 There shall be only one employee personnel file and the employee shall have access to review his/her file at a mutually agreed upon time.

7.05 Six (6) months after a first written reprimand has been issued, the reprimand so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment records. In cases where an employee has been given a record reprimand which involves disciplinary action before the first has been so removed from his/her employment record, such second reprimand shall not be considered in any disciplinary action after twelve (12) months from the date of issuance and shall be removed from the employee's employment records after the expiry of the said twelve (12) months.

7.06 In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge or suspension, the grievance shall be filed at Step 2 of the grievance procedure.

- 7.07** The Company shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.
- 7.08** If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been suspended or discharged unjustly or unreasonably, or that such penalty was too severe, the Company shall:
1. Put the employee back on his/her job with no loss of seniority and;
 2. Pay to the employee either the amount he/she would have earned had she/he been working, less any outside earnings.
- 7.09** 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 severe, the Company 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.

ARTICLE 8 - UNION REPRESENTATIVES

- 8.01** 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.
- 8.02** The Employer recognizes said union-authorized representatives, delegates and officers as the employee's official representatives to the Employer's representatives.
- 8.03** 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.

- 8.04** 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 four **(4)** absences at the same time at the Airport;
- 8.05** For the purpose of this article, the word "day" has the same meaning as "work shift".
- 8.06** 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.
- 8.07** An employee absent under article 7 shall continue to accumulate seniority and benefits during his absence.
- 8.08** 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.
- 8.09** **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 9 - GRIEVANCE PROCEDURE

- 9.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. In determining the time limits within this Article, Saturdays, Sundays and recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

- 9.02** Should any question arise concerning the application, interpretation or alleged violation of the provisions of this Agreement between the Company and any employee or group of employees, the following procedure shall apply:

Step 1

Any employee and/or her/his Steward shall discuss any complaint with her/his immediate supervisor. The Supervisor shall state her/his decision to the Steward within ten (10) working days. Failing any reply or a satisfactory settlement within ten (10) working days, the employee may proceed to Step 2.

Step 2

If the matter is not satisfactorily settled at Step 1, it may be submitted to the Manager or her/his designated representative, on an approved grievance form, who shall within fifteen (15) working days of the submission of the grievance to her/him, hold a meeting with the Union Steward and the griever, who may be accompanied by the Staff Representative of the International Union. The Manager shall within fifteen (15) working days of such meeting, or at a time agreed upon, state his/her decision to the Union in writing.

- 9.03** No grievance shall be considered if the circumstances occurred or originated more than ten (10) working days prior to filing a complaint in Step 1 of 8.02. In the case of any violation, the ten (10) working days shall commence from the date the employee receives his/her pay stub.

- 9.04** The grievance procedure may be utilized by the Company or by the Union in processing a grievance and which alleges a violation of this Agreement. ~~Such a grievance may be introduced at Step 2.~~ A group grievance will also be introduced at Step 2 of the grievance procedure. If a satisfactory settlement of the dispute is not reached within fifteen (15) working days, the matter may be referred within a further fifteen (15) working days to arbitration.

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

ARTICLE 10 - ARBITRATION

- 10.01** All grievances referred to arbitration shall be heard by a single arbitrator and shall be heard in the expedited format.
- 10.02** The hearing shall take place at any time mutually agreed upon between the Company, the arbitrator, and the Union. The arbitrator shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties. The arbitrators decision shall be ordered within 30 days of the hearing. Arbitrations shall be heard in the city where the employee(s) work.
- 10.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the term or provision hereof.
- 10.04** The Company and the Union shall share equally the expenses of the arbitrator.
- 10.05** If there should be an accumulation of grievances or disputes to be referred to arbitration, such grievances or disputes may, by mutual agreement, be dealt with by the arbitrator agreed upon by the parties.
- 10.06** Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- 10.07** The arbitrator shall have authority to modify the penalty in a grievance involving the suspension or discharge of an employee.
- 10.08** The parties agree to select Arbitrators by mutual agreement.
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- 10.09** Expedited Arbitration; provided for by the Canada Labour Code. Hearing within 30 days of appointment, hearing less formal than a single or panel arbitrator. Affidavit evidence is acceptable. Simple guidelines for hearing to be established by appointed arbitrator at commencement

ARTICLE 11 - SENIORITY

1101 Establishment and Accumulation of Seniority

The employer shall establish a seniority list for its' employees. Seniority of an employee covered by the Agreement shall be established after a probationary period of fifty (50) shifts worked and shall count from date of employment. Employee's hired on the same day will be placed on the seniority list in alphabetical order based on their surnames and then their Christian names, following the signature of this collective agreement. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided.

Seniority shall be maintained and accumulated during;

1. Absence due to lay-off, sickness or accident;
2. Authorized leave of absence;

1102 Loss of Seniority

An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

1. If the employee voluntarily quits, in writing;
2. If the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
3. If the employee is laid-off and fails to return to work within ~~three (3) working days after he/she has been notified to do~~ so by the Employer. The Union recognizes the nature of ~~the~~ security business and in cases of emergency only, the Employer reserves the right to by pass this requirement, except in the case of a laid-off employee having to provide notice to terminate.
4. Notwithstanding 10.01 - 1, an employee off work for medical / other reasons in excess of thirty (30) months, where there is reasonable likelihood of return of work.

11.03 Lay-offs

Lay-off due to lack of work shall be by seniority with the employee with the least bargaining unit seniority, at the work location, being laid-off first. Laid-off employees shall be given the opportunity to fill any vacancies at any other work location on the basis of qualification, client agreement, and seniority, in the order given.

11.04 Recall

Recall following lay-off will be in reverse order of 10.03 above.

11.05 No new employee shall be hired when there is an employee on lay-off able to perform the job.

11.06 Seniority Lists

The Employer shall establish a seniority list at each location starting with the date on which each Employee's service commenced. Every six months (January to July) a list shall be revised and copies posted on the bulletin boards for employees' inspection. The Union shall also be provided with one copy. Any errors or omissions shall be corrected and issued on the next seniority list.

11.07 a) In order of seniority an employee who *is* scheduled to work less than forty (40) hours per week will be given the opportunity to work forty (40) hours in the event of a vacancy and in order to maximize their hours up to the forty (40) hours per week on the basis of qualification, client agreement, and seniority, in the order given.

~~----- 11.07 b) . In order of seniority, the senior employee will be given the opportunity to maximize their hours up to the full time schedule of hours for his/her location.~~

11.08 Transfers

If an employee relocates to another area of the Province other than the employees' work location, the employee may request a transfer and the right to be hired in a new location where the employer has a working contract of security on the basis of qualifications and client agreement. Such person shall maintain Company seniority and shall be placed on the bottom of the list at the new work location.

11.09 When a promotion occurs, the Employer shall take the following

factors into account:

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

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

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

except if the latter is dismissed for just cause.

11.11 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.

ARTICLE 12 – UNIFORMS

12.01 The Employer shall supply two (2) uniforms it requires its employees to wear and shall ~~replace~~ them as required. The uniforms provided at the employer's expense shall remain the property of the employer.

ARTICLE 12 - WAGES

12.01 ~~Wages shall be paid as per existing practice. (i.e.: bank transfer/ cheque, etc.)~~

12.02 Employees shall be paid at regular intervals not exceeding fourteen (14) days.

12.03 Employees shall receive their wages at a day agreed upon as per Article 2.13.

12.04 When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.

12.05 The Employer shall remit to the employee a pay slip with enough

information to allow him/her to check the computation of his/her wage. This pay slip shall contain the following data, specifically;

1. The Employer's name
2. The Employee's last and given name
3. The Employee's classification
4. The payment date and its corresponding work period
5. The number of hours paid at the applicable rate during the hours of the regular work week
6. The number of overtime hours paid at the applicable overtime rate
7. The nature and amount of premiums, indemnities or allowances issued
8. The wage rate
9. The amount of gross wages
10. The nature and amount of deductions made
11. The amount of take-home pay

12.06 For the duration of the Agreement, the employer shall pay the wages provided in Appendix "A".

12.07 The employees' acceptance of a pay slip does not waive payment of all part of the wages owed him/her.

12.08 Employees who must appear in court or report to court in for any other reason in relation to the performance of their approved duties, will be paid a minimum of four (4) hours or the amount of time actually required for appearances at overtime rate if applicable.

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

12.10 Except where seniority is being applied, an employee transferred to

another task at the Employer's request shall be paid at the highest rate of his regular task or of the new task to which he is assigned, whichever is greater.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 a)** The standard work week for an employee covered by this Agreement is seven (7) consecutive days starting on Sunday.
- 13.01 b)** The standard shift of an employee scheduled to work eight (8) hours shall be eight (8) hours including lunch and rest breaks, unless scheduled hours exceed the standard and are agreed to by the screener.
- 13.02 a)** 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 $\frac{1}{2}$ times the standard hourly wage unless scheduled hours exceed the standard and are agreed to by the screener.
- 13.02 b)** 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 (8th) day she/he will be paid at the rate 150% of her/his hourly rate.
- 13.03** Employees will be allowed to exchange shifts provided that the continuity of the operation is maintained. The employee who works a shift for another employee will be subject to **all** the rules and regulations as if it was her/his normally scheduled shift. Employees must notify the employer, in writing, forty-eight (48) hours in advance of any planned exchanged shifts. No shift changes to be allowed to work for another employer. No exchange of shifts will result in overtime pay.
- 13.04 a)** Unless mutually agreed, an employee will not be forced to stay in excess of four (4) hours in the event their replacement does not report for work.
- b)** Unless mutually agreed, an employee will not be asked to stay in excess of four (4) hours, nor will he/she be forced to stay in excess of one (1) hour in the event of flight delays or extra sections.
- 13.05** Employees injured on the job to the extent that they cannot continue to work, will be paid the remainder of the shift provided they seek medical attention.
- 13.06 a)** No shifts will be scheduled with less than eight (8) hours rest

between shifts unless by mutual agreement.

- b) The Union and management will create a schedule committee immediately following ratification of this collective agreement. The purpose of this committee is to propose alternate shift schedules to the company. The shift schedule developed is to meet the Employers Airports, obligations. The shift schedule will be developed on a fair, equal and rotational basis for all employees covered by this agreement. Implementation of the proposed schedule is at the sole discretion of the company.
 - c) The scheduling committee is responsible to ensure full-time/part-time hours are distributed on a proportionate basis with full-time employee's allotted a larger share of the employers client airport obligations, subject to site requirements.
- 13.07 a)** Part-time employees shall be called to work in order of seniority at each work site. Part-time employees shall have their name removed from the seniority list if they refuse a call in on more than three (3) consecutive occasions, without valid reason.
- b) 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 at each two hour interval, however, the employee must remain on site and respond to any emergency that may occur, a full compliment of passenger screeners¹ are required during flight screening.
- 13.08** 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.
- 13.09** Overtime shall be distributed equally among persons within the bargaining unit at each work location. When overtime work is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime.
- 13.10** 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.
- 13.11** An employee who 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 14 - ANNUAL VACATION

14.01 a) Upon completion of one (1) year's service an employee shall receive vacation with pay which must be taken before the employee's next anniversary date on the following basis:

| b) SERVICE | VACATION WITH PAY |
|-------------------------------|--------------------------|
| 1 yr. but less than 5 yrs. | 2 wks. at 4% |
| 6 yrs. But less than 10 years | 3 wks. at 6% |
| 10 years and up | 4 wks at 8% |

14.02 In the event that an employee does not indicate to the employer a time she/he wishes to take vacation, the employer may schedule the employees vacation. A week as referred to in 14.01 b) may be taken as a scheduled shift rotation by mutual agreement.

14.03 Employees will choose their vacation date in order of site seniority. Between April 15 and 30, they will inform the employer of their preference. To avoid a shortage of qualified employees, the employer reserves the right to determine the number of employees who can leave simultaneously. Employees are entitled to know the date of their annual vacation at least four **(4)** weeks in advance.

14.04 Leave of absence without pay will be granted when possible to regular employees for vacation extension provided that replacement employees are available.

14.05 Vacation pay to be paid on employee's anniversary date or upon the request of the employee, for the next preceding pay period and not to exceed two times in a calendar year.

ARTICLE 15 - PAID HOLIDAYS

15.01 For the purpose of this Agreement, the following eleven (11) days are paid holidays under the terms and conditions outlined below:

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

15.02 An employee will be paid an allowance of the number of hours they are regularly scheduled to work at his/her standard hourly rate for each of the holidays referred to in Article 15.01. In any event the employee shall not receive less than the average number of hours for that work nor shall they exceed 8 hours for that day provided that:

- a) He/she performs work, is scheduled off, on vacation, or on approved leave of absence on the day that the holiday is observed.
- b) he/she worked his/her last scheduled shift before and his/her first scheduled shift after the day the holiday is observed.
- c) In the event an employee has been on sick leave to a maximum of five (5) work days.
- d) He/she must have worked twelve (12) shifts in the preceding month.

~~15.03~~ An employee who works on any holiday as referred to in Article 15.01 will be paid at the rate of 150% in addition to the allowance referred to in Article 15.02.

15.04 Employees required to work on Christmas Day and/or New Years Day will receive a meal voucher for ten (\$10.00) dollars

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 a) In the event of the death of an employee's spouse, common law spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law and father-in-law, the employee will be entitled to three (3) days with pay including the day of the funeral provided the employee would have been scheduled to work.
- b) If the death of any aforementioned relative occurs out of town, an additional day without pay will be granted to run consecutively after the previously mentioned days of bereavement leave.
- c) An employee may be absent from work for one (1) day without loss of wages on his or her wedding day. An employee may also be absent from work without pay on the wedding of one of his or her children or for three (3) days paid leave on the birth or adoption of a child provided the employee is scheduled to work
- 16.02 The employer agrees to abide by the appropriate legislation in the case of maternity leave and adoption leave and the employee will be reinstated to his/her former position, if available, or a similar position at the expiration of such leave.
- 16.03 Leave of absence without pay will be granted to not more than two(2) employee to attend Union Conventions and other Union functions provided that a written request is received by the Company two (2)weeks in advance of the date that the leave is to commence.
- 16.04 An employee shall be granted a leave of absence without pay from the employer to work for the Union to a maximum of two (2) years.
-
- 16.05 **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.
- Jury and Crown Witness leave** - An employee called to serve as a juror or as crown witness must inform his Employer as soon as he receives the subpoena and the Employer will reimburse him the difference between his jury or witness duty fee, and his regular wages. Said employee will be paid as if he had worked for time spent including travel during regularly scheduled work days for the employee. An employee shall suffer no loss in wages while serving

as a subpoenaed witness or for jury duty during regular working hours, if selected.

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

16.07 Sick Leave -

a) Regular employees shall earn paid sick leave at the rate of $\frac{3}{4}$ days per month to a total of 8 days in a year based on an employees regularly scheduled hours

b) Regular pay excludes vacation, statutory holidays not worked and overtime. Sick days will be paid out in increments of one-half day or a full days pay based on regularly scheduled hours

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.

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

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

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

ARTICLE 17 - HEALTH AND SAFETY

17.01 The employer shall make all reasonable provisions for the occupational health and safety of its' employees. All rights and privileges established under the laws of the Province or the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.

- 17.02** The employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies,
- 17.03** The Joint Health and Safety Committee shall consist of one (1) member selected by the Union to represent the Union members and one (1) member from Management. The Committee shall meet as required and in any event at least once per month.
- 17.04** The time spent in meetings shall be paid at the regular straight time of the employees by the Employer.
- 17.05 a)** The Company will insure that first-aid facilities are made available at the work site.
- b)** Surgical or other proven protective gloves will be provided for searching luggage.
- 17.06** An employee assigned to x-rays /screen, wand and front check, shall not perform his work for more than fifteen (15) consecutive minutes. No employee will leave his/her post until he/she has first been relieved.

ARTICLE 18 - BULLETIN BOARDS

- 18.01** The Company will provide a bulletin board at each work location subject to Transport Canada's approval for the posting of Union notices related to elections, meetings and social functions provided that such notices are signed by an authorized Union official.

ARTICLE 19 - NOTICES

- 19.01** Any notices in writing which either party gives to the other shall be by registered mail, postage prepaid, addressed as follows:

TO THE COMPANY:

Shannahan's Investigation & Security Ltd.
P.O. Box 6237
St. John's, Nfld.
A1C 6J9

TO THE UNION:

United Steelworkers of America
 236 St. George St., Suite 318
 Moncton, NB
 E1C 1W1

- 19.02** Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after date of mailing. The registration receipt shall establish the date of mailing.
- 19.03** The Company or the Union may change its address at any time by notice as set out in Article 19.01.
- 19.04** The parties may use E Mail to provide notice but will follow up with regular mail

ARTICLE 19 - TRAINING AND EQUIPMENT

- 19.01** Recognizing the uniqueness of the job being performed within the establishment, the Employer shall make available a training program for all employees based upon CATSA regulations.
- 19.02** All training and testing performed by employees shall be on paid time.

ARTICLE 20 – BENEFIT PLAN

- 20.01** For the term of this agreement, the Employer agrees to contribute a maximum of one (\$1.00) per hour towards the Employee Benefit Plan.

ARTICLE 21 - WORKPLACE RELATIONS COMMITTEE

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

- 21.02** 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.
- 21.03** The Committee provided for in this article shall meet once ~~(1)~~^(1a) month at a date determined after agreement between the specific representatives appointed for this purpose by the parties.

ARTICLE 22 - GENERAL PROVISIONS

- 22.01** Rights, privileges and benefits presently in effect or provided to employees will remain in full force and effect for the duration of this agreement
- 22.02** The Company agrees to continue to pay the cost of monthly parking at the airport for all employees covered by this agreement

ARTICLE 24 – PENSION PLAN

Commencing in the second year of this agreement the employer will match the ~~employees contribution into a group RRSP up to one (1%) of the employees~~ annual gross earnings

ARTICLE 25 - DURATION

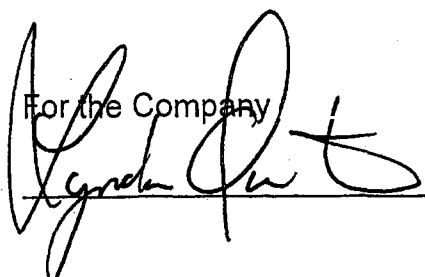
- 25.01** This agreement shall come into effect January ~~1~~¹ 2003, except as where noted otherwise and remain in full force until December 31, 2004. Subsequently, the agreement shall continue to bind the signatories month after month, except if a written notice to perform from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

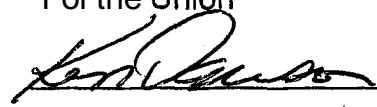
- 25.02 Once the notice to perform to negotiate collectively has been remitted, the Union and the Company must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.
- 25.03 The Letters of Understanding attached hereto form part of this Collective Agreement.


In **witness whereof** the parties hereto have caused this Agreement to be signed by its duly authorized representatives, this 5 day of September, 2003.

Shannahan's Investigation &
Security Limited

United Steelworkers of America

For the Company


For the Union




SCHEDULE "A"

| Classification | January ■ 2003 | January ■ 2004 |
|-----------------------------------|-----------------------|-----------------------|
| Pre Board Screener | | |
| Level 1 | \$9.27 | \$9.73 |
| Level 2 | \$10.27 | \$10.78 |
| Level 3 (less than 2080 hours) | \$11.27 | \$11.83 |
| Level 3 (2081 - 4160 hours) | \$11.57 | \$12.15 |
| Level 3 (4161 - 6240 hours) | \$11.92 | \$12.52 |
| Level 3 (6241 hours and up) | \$12.27 | \$12.88 |

~~All levels will be CATSA certified trained and progression will be based on hours that a Security Officer has been employed as a PBS~~

A "Point Leader" will be paid an additional \$1.50 per hour above their respective position as a Level 3 PBS . The Point Leader will be responsible for monitoring the work of the PBS and to assist in the smooth flow of passengers and other personnel through the screening process

LETTERS OF UNDERSTANDING

Letter of understanding #1

Re: Article 5:05 Bargaining unit work

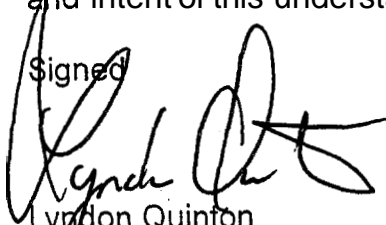
For the purposes of clarifying the intent of the parties regarding 5:05 of the collective agreement, the union agrees to the following.

That Supervisors may, from time to time, perform bargaining unit work, normally exclusive to bargaining unit members, in order to gain and maintain their Canadian Air Transport Security Authority (CATSA) certification.

The Company and the union shall jointly request a definition and the requirements of the certification process from CATSA.

The union retains the right to file a grievance if the company violates the spirit and intent of this understanding.

Signed



Lyndon Quinton
Shannahan's Investigations &
Security Limited



Ken Dawson
United Steelworkers of America

Letter of understanding #2

Re: Article 13:02 b) Overtime

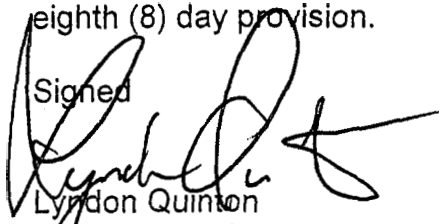
For the purposes of clarifying the intent of the parties regarding 13:02 b) of the collective agreement.

When employees are working a shift schedule consisting of 6 consecutive days worked and three (3) days *off*, the next day (7th) shall be considered overtime and paid at the appropriate rate.

This only applies to employees working a regular eight-(8) hour shift.

If an employee is working less than eight (8) hours per shift, they will revert to the eighth (8) day provision.

Signed



Lyndon Quinton
Shannahan's Investigations &
Security Limited



Ken Dawson
United Steelworkers of America

Letter of understanding #3

Re: Article 16.07 a) and b) Sick Leave

For the purposes of clarifying the intent of the parties regarding 16:07 of the collective agreement, the union agrees to the following.

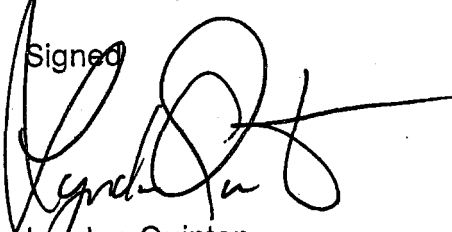
Sick leave will be based on hours banked. The formula shall be one hundred and sixty (160) hours worked shall equal six (6) hours banked, (160 =6). Hours worked do not include vacation, statutory holidays not worked and overtime, This will be to a maximum of sixty-four **(64)** hours.

Time off for sickness shall be paid out in increments of four **(4)** and eight (8) hour segments.

If the time is not used in the calendar year the company agrees to the following: There will be a carry-over of eight (8) hours to the next year, and the remaining time shall be halved and paid out to the employee. For example, an employee has 40 hours (5 days) left on December 1st. Eight hours (1 day) will be carried forward to the next year and the employee shall receive 16 hours (2 days) regular pay for the remaining entitlement.

Any employee with time remaining may request such payment be paid out in December by making an application to the company after December 1st, and the company shall make every reasonable effort to provide the payment before the end of the year.

Signed



Lyndon Quinton
Shannahan's Investigations &
Security Limited



Ken Dawson
United Steelworkers of America