

# COLLECTIVE AGREEMENT

BETWEEN



GARDAWORLD SECURITY SCREENING INC.  
(hereinafter referred to as "The Employer")

AND

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS  
DISTRICT LODGE 140, LOCAL LODGE 2921  
(hereinafter referred to as "The Union")



APRIL 1, 2021 - MARCH 31, 2024

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## **ARTICLE 1 - SCOPE OF BARGAINING**

- 1.01** The Union shall be the exclusive Collective Bargaining representative of all employees in the bargaining unit which consists of all the employees of the Company providing pre-board security screening services under the CATSA contract at Pearson International Airport, Buttonville Airport and Toronto City Centre Airport, including Point Leaders, save and except the Dispatchers, the Terminal Supervisors and those above the rank of terminal Supervisors.
- 1.02** All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are dues paying members of the Union as prescribed herein. No work which the employees perform or can perform shall be performed or sub-contracted out in any manner, save and except in the case of an emergency.
- 1.03** 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.
- 1.04** This Agreement shall be binding upon parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred to, taken over by sale, transfer, lease, assignment, receivership of bankruptcy proceedings such

operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- 1.05** It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract.

## **ARTICLE 2 - CHECKOFF DUES, INITIATION AND REINITIATION FEES**

- 2.01** All employees must immediately assign to the Union, through payroll check-off, the current monthly union dues by signing the regular dues authorization and application for membership card or the equivalent should the format of this card be changed, which will then be forwarded to the Union office.
- 2.02**
- a) Bargaining unit employees shall become and remain members in good standing of the Union as a condition of employment.
  - b) The Company shall be advised of the amount of the current monthly Union dues to be deducted by written notice from the Local Union's Secretary-Treasurer.
  - c) The Company agrees to deduct initiation fees from each employee upon the completion of his probationary period on the first pay week and forward said amount to the Union office.

The Company also agrees to deduct initiation fees from each new employee after ratification of this agreement.

- d) The Company agrees to deduct re-initiation fees and assessments, if requested to do so by the Union.

The Union will refund directly to the employee any such monies deducted in error.

- 2.03** The Company agrees to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted.
- 2.04** Dues authorization cards shall remain in effect during the term of an employee's service with the Company.
- 2.05** The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.

Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per pay. The Union will refund directly to the employee any such monies deducted in error.

- 2.06** The Company agrees to continue to use the Union's pre-billing system for dues and other requested deductions and will forward all required information.
- 2.07** The Company will show the yearly Union's dues deductions on employees' T-4 slips.
- 2.08**
- a) A seniority list will be prepared and forwarded to the Local Union office in September and February of each year.
  - b) An employee list containing names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office in September and February of each year.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01**
- a) The Union shall have the right to appoint twenty six (26) Stewards (Airport Wide), and six (6) Alternate Stewards (two (2) per Terminal), to represent the employees.
  - b) The Shop Committees comprised of two (2) Chief Stewards at YYZ or the Chief Steward



and a Steward at YTZ, to meet at a minimum of once a month (or more often as needed by mutual agreement) with Management representatives in order to address matters of concern regarding the Union membership and day-to-day operations at the site. More particulars will be outlined in LOU 9.

The Chief Steward will be permitted to work a minimum of sixteen (16) hours a month in order to maintain his/her qualification/certification. It is understood that the Chief Steward who has lost his/ her certification must complete the required SOP qualifications before the provision becomes available.

- c) Health and Safety Committee comprised of not fewer than four (4) IAM members employed at the terminal and experienced in the work carried on at the location. More particulars will be outlined in LOU 8.

**3.02** The members of the Negotiating, Shop and Health and Safety Committees shall be employees who have completed at least one (1) year service or by Union discretion.

**3.03** The Union shall notify the Company in writing of the names of the employees who are members of the Negotiating, Shop, and Health and Safety Committees & the Company shall not be required to recognize them until so notified.

**3.04** The Union acknowledges that Shop Stewards

have regular work to perform and that they shall only absent themselves from such work with the permission of the Management and, upon resuming their regular duties, they shall again report to the Manager. Members shall not lose pay for time spent during their regular scheduled working hours performing the functions set out at Article 5.01.

- 3.05** One Steward (or his/her qualified designate) will be allowed forty-five minutes of paid time to greet new employees and make them familiar with the Collective Bargaining Agreement. This will occur after "SOF lab" test in the designated area.
- 3.06** It is agreed that the Negotiating Committee for the Union shall **not exceed a total number of seven (7) Negotiations Representatives** and the Business Representative assigned by the Local Union or their designate.
- 3.07** The Negotiating Committee members must have at least twelve (12) months seniority with the Company at the time of their appointment.
- 3.08** Members of the Negotiating Committee who are employees of the Company shall suffer no loss in pay for time spent during normal working hours attending negotiations, conciliations and mediation meetings.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just and reasonable cause, or layoff employees in line with their seniority as per Section 9.01, to assign to jobs, and to increase and decrease the working forces, provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**5.01** The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

**5.02** It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, out of the view of the public eye, with a Union Steward present. Furthermore, it is agreed that an employee has no grievance until he has first given the SPM the opportunity

to deal informally with his complaint. It is understood that the employee has five (5) business days to meet his SPM from the day of the incident giving rise to his complaint or the knowledge of it.

**5.03** Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provision of the Agreement that cannot satisfactorily be dealt with pursuant to Article 5.02, an earnest efforts shall be made to settle such difference in the following manner;

**5.04** **Step One**

Within ten (10) business days from the supervisor response following the meeting foreseen at section 5.02, the employee, who may request the assistance of his Steward, shall present his grievance in writing, on a form agreed upon by the Company and the Union, to the Management. And if, within ten (10) days from the time when such grievance was presented, a decision not satisfactory to the Union is given, then;

**5.05** **Step Two**

Within five (5) business days after the decision of Step One has been given, or should have been given, an authorized member of the Shop Committee shall present the written grievance to the Senior Manager Human Resources, or designate, shall schedule a meeting to be held

within ten (10) business days from the time when such grievance presented to him, or his designate. At the Step Two meeting, the Senior Manager Human Resources, or designate, may be accompanied by the Personnel Manager and such other assistants, as so desired. The business representative of the Union may be present at the meeting. The Senior Manager Human Resources, or designate, shall give a decision in writing on behalf of the Company within ten (10) business days immediately following the date of such meeting.

**5.06** In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a Group grievance and it shall be presented at Step Two.

**5.07** Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provision of the Agreement, may be submitted by either of the parties to the other. Notice of grievance shall be given in writing within ten (10) business days of the occurrence of the matter giving rise to the grievance. The Senior Manager Human Resources, or designate, shall schedule a meeting with the Shop Committee to be held within twenty (20) business days after notice has

been given in writing within fifteen (15) business days following the date of such meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provision of Article 6 of the Agreement.

**5.08** Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within time limits set forth in Article 5 or Article 6 or the matter shall be deemed to have been abandoned, unless time limits have been extended by mutual agreement. A Step is deemed to have been taken when notice is given by the party who filed the grievance.

**5.09** Any and all time limits set forth in Article 5 or Article 6 for the taking of action by either party may be extended at any time by mutual agreement of the parties in writing.

### **5.10 Definitions of Business Day**

Business days are from Monday to Friday, except statutory holidays. Any mentioned of "days" in the collective agreement will be considered business days.

### **5.11 Dismissal and Suspension**

An employee will be entitled to have a Steward present when being presented with any discipline that will be noted in his file or in any meeting that the employee may believe could lead to disciplinary action. Every effort will be made to

present discipline during the employee's regularly scheduled shift and within seven (7) business days of knowledge by the Company of the incident giving rise to the discipline. If the employee is suspended pending investigation without pay until the appropriate discipline has been determined and issued, it is understood that he will begin to receive remuneration at his normal hourly rate after the seventh (7th) business day of suspension pending investigation without pay.

It is hereby also agreed that all forms of discipline on an employee's file will be removed after twelve (12) months, unless a similar incident with discipline occurs in the twelve (12) months period.

Other similar incidents, while the discipline file is active, extend the file for one (1) year from the date of the incident.

- 5.12** If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and the appropriate Chief Steward.
  
- 5.13** The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without consent of the Union representative.

## **ARTICLE 6 - ARBITRATION PROCEDURE**

- 6.01** In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 5, the matter may then be referred to arbitration by a notice in writing by one party to the other within ten (10) days from the decision of the Company under Section 5.05 or Section 5.07 or of the Union under Section 5.07. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of the arbitrator. It is agreed between the parties that arbitrator Brian Keller will be assigned to all grievances presented at the expedited arbitration process. However, all grievances proceeding individually will be heard on a rotational basis by arbitrators Brian Keller, Steve Raymond and Robert Herman.
- 6.02** The recipient of the Written Notice, referred to in Section 6.01, shall notify in writing the other party within ten (10) days after Notice has been given, as to the name and address of the above named arbitrators. Where the first person named on the list is unable to hear the matter within sixty (60) calendar days or such other times as the parties may agree, the next person will be selected and so on. Arbitrators will be utilized on a rotational basis.
- 6.03** Subject to Section 5.06, each grievance submitted to arbitration shall be heard separately



unless mutually agreed to.

- 6.04** The issue(s) raised in the written grievance shall be presented to the arbitrator and his/her award shall be confined to such issue(s). The finding of the arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 6.05** If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any lesser settlement agreed to by the parties and determined by the Arbitrator.
- 6.06** Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provision of Article 6 shall not be made the subject of another grievance.
- 6.07** The Company and the Union shall share equally the expenses of the arbitration. The costs and allowances to be paid to witnesses shall be paid by the party calling such witnesses. No costs of arbitration shall be awarded to or against either

party.

NOTE: By mutual agreement the parties may refer grievances to Federal Mediation and Conciliation Services (FMCS). FMCS will have the ability to recommend settlement only. Issues that are not resolved through the FMCS process may continue to proceed to arbitration.

## **ARTICLE 7 - NO DISCRIMINATION OR HARASSMENT**

**7.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or Union affiliation.

## **ARTICLE 8 - SENIORITY**

**8.01** Seniority of all members of the bargaining unit shall be set as provided for in Letter of Understanding #1. Employee seniority shall be based on full-time or part-time status in descending order. This list shall reflect the total length of continuous service with the Company in the group of employees governed by the present Collective Agreement.

- a) There shall be one (1) master seniority list for lay-off and recall purposes.

- b) There will be a full-time list and a part-time list for each of the three (3) terminals for all other purposes (six (6) lists).
- c) In the event the Company decides to offer full-time employment, Section 27.04 will apply.
- d) Part-time employees are defined as those who work less than twenty-four (24) hours per week on a regular schedule.

**8.02** Upon the completion of his/her probationary period, a new employee's seniority date will be from his/her date of hire with the Company in the group of employees governed by the present collective agreement. The date of hire is the first paid day of work after the first orientation.

**8.03** **Employees shall be considered probationary employees during the first one hundred-eighty (180) days after orientation. The company shall have the right in its sole discretion, to lay-off, dismiss, or terminate any such probationary employee based on its evaluation of the employee having regard to factors such as, but not limited to work performance or general attitude. The company commits to meeting with the probationary employee up to two (2) times during the probationary period to review job performance. If the company has met with the employee and the performance has not improved, the company would have the right**

**to terminate the employee.**

**Employees laid off dismissed or terminated after these meetings will not have the right to grieve the Company's decision, nor will the Union have this right.**

- 8.04** Seniority lists shall be revised in September and in February and copies provided to the Local Union's Business Representative. When an employee voluntarily forfeits his/her full-time status and accepts a part time status, he/she will dovetail his/her seniority date of hire on the master seniority part-time list and the terminal part-time seniority list.

It is the responsibility of the employees to update their employee personal information.

- 8.05** The Company shall post work schedules twice a year and employees will bid on these schedules by seniority. This shift bid process will take place in each terminal.

- a) There must be the maximum amount of forty (40) hour schedules possible.

The decision of the amount of forty (40) hours or any other full time shifts offered at the shift bid is based on multiple factors such as operational requirements, the number of employees required for optimal coverage, billable hours ordered by CATSA, etc.

Garda agrees to the following cap: that there

will always be more forty (40) hour shifts than part time shifts.

Garda also agrees that as long as the budget for hours remains the same as at the last shift bid (summer 2018), the amount of forty (40) hour bids (1380) will remain the same.

- b) Shift grids should consist of days off, start-times and locations.
- c) Part-time shifts should have 1 hour gap in between start times. There should be no part-time shifts back to back.
- d) Days off should be consecutive.
- e) Part-time shifts shall also include partial weekends.
- f) Any excess number of employees scheduled at any checkpoint should be identified I.E., PBS/NPS.
- g) The Company shall post work schedules twice a year and employees will bid on these schedules by seniority, for the calendar years of 2021 and 2022.**
- h) For the first schedule bid for the calendar year of 2023 and for all subsequent schedule bids thereafter, the Company shall post work schedules twice a year. Employees will bid on these schedules by**

**seniority and qualifications. For the purpose of the schedule bid, for the calendar year of 2023 and thereafter, up to a maximum of 15% of the positions can be awarded to employees that have the seniority but not the qualifications for the position, as it relates to the bid for the terminal.**

- i) Any employees that have been awarded the position (line), without the necessary qualifications, must successfully complete the associated training, before the next scheduled bid. Should an employee be unsuccessful in obtaining the qualifications, through the prescribed training, they will be entitled to reapply only after the applicable waiting period and will not be entitled to re-bid for the position (line), in the upcoming bids.**

**8.06** Before the shift bid the Union, through a joint committee, will take part in the preparation of the green sheet before it is submitted to CATSA for authorization. Therefore the joint committee will have the right to make its suggestions concerning the schedules. It is understood that the participation of the joint committee at this stage of the shift bid process is not that an agreement must be reached by the joint committee but that the said committee take into account the suggestions of its members. It is also understood that if the members of the committee fail to agree, the Employer makes the ultimate decision.

- 8.07** The members of the Joint Committee recognize that these discussions have to be done in the time lines that CATSA imposes.
- 8.08** Once the shift bid is completed, the Joint Committee will meet weekly, or as otherwise required, to review and discuss scheduling issues, including changes to existing schedules, the determination of whether or not vacant lines and additional schedules are operationally required and to determine how to best allocate the hours to employees in order to have forty (40) hours per week.
- 8.09** The objective of this Committee is that its members jointly agree to consider schedule options that take into account the employee's obligations and the efficiency of the operations. It is understood that if the members of the Committee fail to agree, the Employer makes the ultimate decision.

## **ARTICLE 9 - TERMINATION OF SENIORITY**

- 9.01** Seniority shall cease and employment shall be terminated for any of the following reasons:
- a) If an employee quits;
  - b) If an employee is absent from work for three (3) or more consecutive working days without having notified the Company and received permission to be absent in advance where that is possible;

- c) Is discharged for just cause and not reinstated in accordance with the provisions of the Agreement;
- d) Is laid-off and not recalled for a continuous period in excess of **thirty-six (36) months** seniority, or a period equal to his/her seniority if the employee has **thirty-six (36)** months of seniority or less;

**An employee on layoff without recall shall be deemed terminated after thirty-six (36) months and shall receive severance pay as per *Canada Labour Code*.**

- e) Fails to notify the Supervisor or designate of his/her intention to return to work within five (5) days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall. It is understood that a full-time employee recalled to a part-time position may refuse the recall without being terminated, subject to Section 9.01 d);
- f) Works for another employer while unavailable for employment with the Company except while on layoff;
- g) Works for a direct competitor of GardaWorld Security Screening Inc. at Toronto airports;
- h) Fails to honor the availability requirements as stated by the employee on available



forms accepted by the Company;

- i) Uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- j) Fails to return to work upon the expiration of an authorized leave of absence or vacation;
- k) If an employee leaves the Toronto airports and works at another airport in Canada as a Garda employee for pre-board security screening services (CATSA contract) for more than one hundred twenty (120) days in a calendar year;
- l) If an employee works in a permanent management position.
- m) If an employee works in an acting management position for a period of more than ninety (90) days in a calendar year.

It is understood that Grandfathered Point Leaders will be chosen by priority as acting SPMs without loss of seniority. Grandfather Point Leaders are obliged to act as acting SPMs when asked to do so. If there are not enough Grandfathered Point Leaders available, the company will refer to Screening Officers.

Notwithstanding Section 9.01, an employee who leaves his/ her employment to become a business agent for the Union and thereafter

returns to work for Garda, shall retain and accumulate seniority.

**9.02 When there is a reduction in budget and the Employer decides to lay off screeners, this process shall be followed:**

**1. Layoff**

- a) Layoff will be on the basis of reverse seniority starting from the bottom of the Master seniority list, the master seniority shall include all Terminals.
- b) Employee (s) laid off shall be notified in writing by the Employer, as per Canada Labour Code
- c) The Employer agrees to pay the full cost of the Welfare plan on each laid off employee's behalf to a maximum of 14 calendar days.
- d) Employee(s) laid off shall continue to accumulate seniority for a duration of thirty-six (36) months.

**2. Recall**

- a) The Employer shall recall all employees laid off before hiring new employees.
- b) The Employer will recall in order of seniority, most senior first.

- c) **Employees to be recalled shall be notified in writing by email and/or phone up to two (2) weeks in advance of the date of recall. The union will also be notified in writing.**

**Note: It shall be the duty of the employee to notify the company and union promptly of any change of address, email and phone number. If the employee fails to do so, the company and union shall not be held responsible for failure of notice to reach such employee.**

- d) **An employee on lay off without recall or notice of recall shall be deemed terminated after thirty-six (36) months and shall receive severance pay, as per *Canada Labour Code*.**

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

**10.01** The basic work week for full-time employees may consist of eight (8), ten (10), or twelve (12) hour shifts.

The basic work week for part-time employees may consist of four (4), six (6), eight (8), ten (10) or twelve (12) hour shifts.

It is understood between the parties that a full-time employee may, following a lay-off, be recalled as a part-time employee subject to Section 9.01 e).

**10.02** For employees on eight (8) or ten (10) hour shifts, there shall be two (2) fifteen (15) minute paid rest periods and one-half (1/2) hour paid lunch period per day. Each employee shall receive the first fifteen (15) minute break after the second (2nd) and completed before the fourth (4th) hour and the thirty (30) minute lunch break between the fourth (4th) and sixth (6th) hour. Each employee shall receive their second (2nd) fifteen (15) minute break between the sixth (6th) and eighth (8th) hour.

For employees on ten (10) hour shifts there shall be a third (3rd) fifteen (15) minute paid break taken between the eighth (8th) and ninth (9th) hour and one-half (1/2) hour paid lunch period per day.

For employees on twelve (12) hour shifts there shall be a fourth (4th) fifteen (15) minute paid break between the tenth (10th) and twelfth (12th) hour and a one-half (1/2) hour paid lunch period per day.

Part-time employees who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break plus a fifteen (15) minute paid coffee break for each two (2) hours worked before and/or beyond the meal break.

Part-time employees who work only four (4) hours per day, a fifteen (15) minute break must be given closest to the midpoint of the shift and

must be completed before the end of the third (3rd) hour of work.

Employees working overtime shall receive a fifteen (15) minute paid coffee break for the first two (2) hours of overtime and if more than four (4) hours is worked a thirty (30) minute paid lunch break at mutually agreeable times. Any employee working more than three (3) unscheduled overtime hours that are continuous (extension to their shift) shall be paid a \$10.00 meal allowance. In addition, the employee shall receive an additional fifteen (15) minute paid break for each additional two (2) hours worked after the meal break.

It is also agreed the parties will co-operate with each other in administering the above as Operational restrictions may impede exact interpretation. Employees will be informed of variations attached to individual sites or assignments.

**10.03 The company shall post work schedules for permanent sites, with standard hours, at least two (2) weeks in advance of the implementation of the work schedule with a copy to the Steward (or designate) upon request.**

**The Company will endeavour to provide maximum advance notice for sites or assignments that do not run with pre-determined hours.**

**The Company however may change posted work schedules due to unforeseen circumstances in which case the Company shall endeavour to contact the employee(s) concerned at their residences, at least twenty-four (24) hours before such change.**

- 10.04** Overtime is calculated based on the work week and any approved hours worked in excess of forty (40) hours in the week shall be paid for at time and one-half (1 ½) the basic rate.
- 10.05** Each employee is expected to work a reasonable amount of overtime if requested to do so by the Company and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Company and the employee.

### **Overtime**

- a) When employees are requested to work overtime beyond their normal shift, the following conditions will prevail:
- b) All employees shall be compensated for authorized overtime hours worked at one and one-half (1½) times their regular rate provided an employee has completed forty (40) hours of work during the week.

- c) If an employee books off for a shift and is called in to work, he/she will only receive the overtime rate once he/she has exceeded forty (40) hours for the week.
- d) Employees will be paid for any hours spent in training, testing and certification, which hours may qualify for overtime.
- e) The Company may not be able to advise the employee of the meeting of the conditions laid out in (a), (b), and (c) above as the overtime qualifier may occur after the hours are worked and is only determined at the completion of a work week.
- f) Employees shall have the right to refuse overtime. When overtime is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime, pursuant to the provisions of Same Day Overtime.
- g) Should an employee be bypassed in error for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed.
- h) The Company will call out employees based on master seniority in their respective terminals. E.g., Employees in T1 will be called for the requirement in T1. The senior employees will be called first proceeding down the list until the**

**requirement is fulfilled.**

### **Same Day Overtime**

This is the order to be called in for Same Day Overtime based on seniority:

- a) Employees on shift**
- b) Employees coming on shift**
- c) Employees on a Regular Scheduled Day Off**
- d) When the above process has been exhausted, and the lack of volunteers for Same Day Overtime. Employees on shift at the site will be assigned to work in reverse order of seniority.

**10.06** Overtime will be offered on a terminal basis among the employees of that terminal only.

In the event of an emergency staffing requirement, the Company shall distribute available overtime to the most senior employees available on site, qualified and able to do the job within each category.

Emergency staffing referred to above does not include vacation, book-offs, or other unscheduled absences.



**10.07** Any employee who is temporarily transferred to a lower rated classification during their shift, for the convenience of the Company, shall continue to receive their usual rate.

Any employee who is temporarily transferred to a higher rated job during their shift, shall receive the higher rate while so employed.

Employees who are transferred to a lower rated classification to avoid layoff will receive the lower while so employed.

**10.08** The Company does not guarantee to provide work for any employee or to maintain the work week or hours of work at any time in effect. In the event of a layoff, the provisions of Article 8 will apply.

**10.09** An employee may exchange, pick up or give away a shift with another employee provided that twelve (12) hours written notice is given by both the employees concerned and that the concerned employees have the necessary qualifications to perform the work. In the event that the employee fails to work the exchanged shifts, or abuses the picking up or giving away of shifts, he/she shall lose his/her shift exchange privileges for thirty (30) days. Section 8.01, Section 8.05 and Section 10.04 shall not apply to the hours an employee works in excess of the standard hours as a result of exchanging or picking up a shift with another employee.

## **ARTICLE 11 - BEREAVEMENT**

**11.01** In the case of death in the immediate family (mother, father, husband, common-law spouse, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents) upon notification to the Employer, the affected employee shall be granted up to **five (5)** days leave of absence with pay. The Company shall grant an additional leave of absence of seven (7) days without pay to attend the funeral if the funeral occurs outside a seven hundred kilometers (700 kms) radius of the employees normal work location.

If an employee is notified of a death in his/her immediate family, **as defined above**, he/she shall be relieved from duties and paid for the balance of his/her shift.

**Bereavement leave requests will be subject to the *Canada Labour Code* for the period of absence.**

## **ARTICLE 12 - JURY DUTY**

**12.01** An employee who is called for jury duty will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the court, provided that the employee furnishes the Company with evidence of service.

## 12.02 Court Appearance

If an employee is subpoenaed to appear in Court in a matter relating to the employee's duties, he/she will be paid for such appearance and the Union will be notified prior to the appearance.

All time spent in attendance at any proceeding, arising out of actions performed on behalf of the Employer or the Employer's client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the Employer. If an employee is required to attend any of these proceedings on a scheduled day off, they will receive a day off in lieu.

## **ARTICLE 13 - VACATIONS**

**13.01** Seniority shall be the date established to qualify for vacations. In each year, vacation leave will be established for all employees to the following schedule:

<b>Years of Service</b>	<b>Days/Weeks of Vacation</b>	<b>% of Gross Earnings</b>
1 year but less than 5 years	2 weeks (10 days)	4%
5 years but less than 8 years	3 weeks (15 days)	6%
8 years but less than 13 years	4 weeks (20 days)	8%
13 years or more	5 weeks (25 days)	10%
18 years or more	6 weeks (30 days)	12%

Vacation pay will be: four per centum (4%) of earnings for employees with less than five (5) years seniority; six per centum (6%) of earnings for employees with five (5) or more years seniority; eight per centum (8%) of earnings for employees with eight (8) or more years seniority; ten per centum (10%) of earnings for employees with thirteen (13) years or more seniority and twelve percent (12%) of earnings for employees with eighteen (18) or more years seniority.

**13.02** For the purpose of this Article, gross earnings shall include all payments made by the Company to the employee for work performed, for paid holidays, vacation, etc.

**13.03** All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the *Canada Labour Code*. It is agreed between the parties that up to 50% of the vacation weeks will be paid out yearly upon Employees request. This payment will be made during the last period of vacation taken by the Employees.

**13.04** Employees shall have the choice of vacation periods in accordance with their seniority. A vacation week is from Sunday to Saturday, therefore vacations begin on a Sunday.

The maximum number of employees in each classification on vacation at any given time will be determined prior to the vacation bid and after

the employees have indicated to the Employer how many weeks they are taking (Section 13.03), as follows:

The total number of weeks of vacation liability remaining divided by fifty-two (52).

### **Vacation Bid**

It is understood that, on the 30th of September, the Employer will inform the Employees of the amount of weeks of vacation that they are entitled to. By the 31st of October, the Employees must advise the Employer of how many weeks of vacation they will be taking. By the 15th of November, the vacation bid will be held. By the 1st of December, Employees will be advised of their vacation. Therefore, the vacation bid process will continue as present practice. However, an employee who did not show up as scheduled to choose his/her vacation period can show up in the next five (5) working days and bid on what vacation dates are left. Failing to do so, the Company shall assign his/her vacation period.

- 13.05** Vacation must be taken within a calendar year; however an employee has the right to carry over into the next calendar year a maximum of two (2) weeks.
- 13.06** Vacation pay will be computed on total annual earnings as shown on the employees previous year's T-4 slips from January 1st to the following

December 31st and payable at the time of vacation.

**13.07** The term “earnings” as used in this Article shall include wages, overtime premiums, vacation pay, statutory holidays and all payments for time actually worked.

**13.08 Vacation Payment on Termination**

All terminations shall be handled on the following basis:

- a) Employees who had received their vacations earned prior to termination shall receive a pro rata payment of 4%, 6%, 8%, 10% or 12% as applicable earnings to date of termination.
- b) Employees who had not received their earned vacations prior to termination shall receive their regular vacation pay in addition to a pro rata payment of 4%, 6%, 8%, 10% or 12% as applicable of earnings.

**ARTICLE 14 - GENERAL HOLIDAYS**

**14.01** For the purpose of the Agreement, the following days are recognized as paid holidays for full-time working seniority employees;

- New Year's Day
- Good Friday
- Victoria Day

- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Civic Holiday
- Family Day

**14.02** Employees on the full-time seniority lists will receive eight (8) hours at straight time pay for each of such holidays.

**14.03** When an employee is required to work any hours on any of the statutory holidays, he/she shall receive time and one-half ( $1\frac{1}{2}$ ) for the hours worked in addition to pay for the holiday.

**14.04** In a calendar week in which one or more holidays, as per Section 14.01, are observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.

**14.05** When any of these holidays are observed during an employee's vacation he/she shall receive one (1) day's pay for each of such holiday in addition to his/her regular vacation payment.

## **ARTICLE 15 - EMPLOYER AND EMPLOYEE RELATIONSHIP**

- 15.01** Employees shall conduct themselves in an orderly and respectful manner when addressing the Employer or its representatives, and in return the Employee or his representatives shall receive fair and courteous treatment from the Employer or its representatives.

Union Management Committee meetings are scheduled once a month or as needed by either party with proper notification and agenda of items to be discussed.

## **ARTICLE 16 - NO STRIKE OR LOCKOUT CLAUSE**

- 16.01** In view of the orderly procedure arranged for the settlement of complaints and grievances, it is agreed that there will be no strikes or lockouts instigated, endorsed or condoned by either party to this Agreement.
- 16.02** In the event of a strike by a labor group other than those covered by this Agreement, involving the client's property or operations, the employees will remain on the job for protection of life, limb or property and maintenance of the fire watch on the client's premises. They will not engage in any work they do not normally do.



## **ARTICLE 17 - UNION NOTICES**

**17.01** The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Boards.

**17.02** The Employer will provide the Union with an office at Terminal 1 and an office at Terminal 3 at the Employer's expense, and a phone at Union's expense.

**At T5, the Employer will ensure the Union is provided an appropriate location for the placement of a filing cabinet.**

## **ARTICLE 18 - MATERNITY/PATERNITY LEAVE**

**18.01** Maternity/Paternity leave and leave for child care shall be in accordance with the *Canada Labour Code*.

## **ARTICLE 19 - NEW CLASSIFICATIONS**

**19.01** Upon the establishment of a new classification not foreseen in the Agreement, the Company will notify the Union in writing. Such job classification and rate will be subject to negotiation between the parties.

**19.02** If the parties fail to reach an agreement within ten (10) working days after the date of the written notice, the new classification and rate will be

implemented. The matter may then be treated as a grievance and submitted to an Arbitrator within fifteen (15) days of the date of implementation of the new classification and rate.

## **ARTICLE 20 - PAY DAY AND PAY STATEMENTS**

- 20.01** All employees covered by this Agreement shall be paid on a bi-weekly basis by direct deposit.
- 20.02** All bank charges on pay cheques shall be paid by the Company.
- 20.03** In the event of payroll errors on pay cheques within the fiscal period, over seventy-five dollars (\$75.00), the Company agrees to make an Express Deposit for the exact amount within three (3) business days after receipt of full and complete discrepancy form. The Company must complete its investigation within (3) business days and provide accompanying backup to the employee. In case of failure of the Company's present system (SITT) / Non-billable sheet, the Company shall deem the employee has worked as per his/her schedule.

## **ARTICLE 21 - HEALTH AND SAFETY**

- 21.01** The employees will co-cooperate in the strict observance of all safety regulations at all times.

They will make full use of all safety and accident prevention devices and equipment as provided, and maintain safe working practices during their

hours of employment within the Airport. It is the responsibility of the employees to observe all safety provisions and to immediately advise the Management and the Safety Committee member of any unsafe working conditions.

- 21.02** The Company agrees to continue to maintain provisions for the safety of its employees during the hours of employment and to provide an accident prevention program with reference to accident hazards.
- 21.03** Any outstanding matter relevant to the safety conditions may be brought up and dealt with at a meeting between the Union and Management should the matter not be resolved between the Health and Safety Committee and the Company.
- 21.04** The Union, in cooperation with the Company, shall encourage employees to work in a safe manner and shall promote healthy and safe working conditions.
- 21.05** The Company will provide fridges, tables and microwaves for employees' lunchrooms . In the event of broken or malfunctioning of these items, they will be replaced withing three (3) business days, except in the event of vandalism.

The Company will be responsible to repair or replace furniture in lunchrooms within five (5) business days, except in the event of vandalism.

**21.06** It is the policy of the Company to make available to employees who have suffered an injury, work that is within their capabilities until such time as they are able to resume full pre-injury duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the *Canadian Human Rights Code*. The Workers Safety Insurance Act and other related legislation.

**21.07** Harassment, Discrimination and Violence

- a) The Company and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought to be reasonably known to be unwelcome, and that can be related to any of the group grounds of discrimination prohibited by law, the Collective Agreement and/or Employer Policy.

i) **Discrimination/Harassment**

The Company and the Union agree that discrimination and/or harassment of

**any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited.**

## **ii) Sexual Harassment**

**Sexual Harassment means any deliberate and/or repeated, unwelcome behaviour, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition or a sexual nature on employment or an opportunity for training or promotion.**

## **iii) Bullying**

**Bullying is usually seen as acts or verbal comments that could "mentally or psychologically" hurt or isolate a person in the workplace. Sometimes, bullying can involve native physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is indeed to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. Unlikely to involve physical violence, it usually takes the form of physiological**

abuse. Often, verbal and strategic insults are intended to prevent targets from being successful in their job.

#### **iv) Workplace Violence**

Workplace violence and aggression occur when an employee is abused, threatened, or assaulted. In essence, the definition of workplace violence extends to any action or behaviour that could lead to an incident that impacts the health and safety of an employee.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action or actions contravening the Workplace Harassment, Discrimination and Violence policy or protocols may constitute grounds for discipline up to and including termination.

#### **b) Confidentiality**

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information, regarding domestic violence, will be kept on an employee's personnel file without their express written

permission.

**c) Complaint Procedure**

- i. Any complaint involving allegations or discrimination, harassment or violence, as defined in Article 21, may be reported in confidence directly to management or the Union.**
- ii. Reporting an incident can be done verbally or in writing, as per the Harassment, Violence and Discrimination Policy.**
- iii. Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing, the Employer will provide confirmation within one (1) working day of receipt of the complaint.**
- iv. The complaint will commence the investigation process within five (5) working days. The investigator will provide estimated timelines for the investigation. If an investigation is to exceed a period of thirty (30) days, both the Chief Chairperson and Human Resources will have discussed the reasoning.**
- v. A Union Representative or Steward will be present during the interview of**

**individuals covered by the collective agreement, to ensure the complaint is investigated in a fair and impartial manner, that protects the privacy interest of all involved.**

- vi. The name of the complainant or the respondent(s) related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.**
- vii. The respondents accused of harassment has the right to know and respond to all allegations.**
- viii. The Employer will take actions it considers appropriate to resolve the complaint.**

#### **d) Workplace Policy**

**The Employer will develop a workplace policy, in alignment with applicable legislation, on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. It will explain the appropriate actions to be taken in the event that an employee reports harassment, discrimination, violence, domestic violence or is perpetrating domestic violence, identify**



the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

**e) Workplace Supports and Training**

i) The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

ii) The parties agree that anti-discrimination, violence and anti-harassment training will be delivered for new employees and current employees as a refresher.

iii) The Employer will identify a contact in (Human Resources/Management) who are trained specifically in crisis, domestic violence and privacy issues, for example training in domestic violence risk assessment and risk management. The Employer will advertise the names of the designates to contact to all employees.

**f) General**

i) The Employer and the Union realize the benefits derived from adherence to the appropriate *Federal Canadian*

***Centre for Occupational Health and Safety Regulations (CCOHS) policies, Canada Labour Code (CLC), and applicable legislation, practices and procedures, all of which promote and maintain a safe and healthy workplace.***

- ii) The Union will cooperate to promote adherence to the appropriate federal relations, policies, practices and procedures.**
- iii) Nothing in this Article shall be considered to negate the right of an employee to file a grievance, as per Article 5.**

## **ARTICLE 22 - COMPANY RULES**

**22.01** The Company shall have the right to establish, maintain and enforce or rescind, amend or change reasonable rules and regulations provided such rules and regulations are not in conflict with the provisions of this Agreement.

**22.02** Whenever a rule is changed or a new rule is established by the Company, the reasonableness of such change or new rule may be made the subject of the Grievance Procedure within two (2) weeks of the date of the posting of same or the Union and employees will be presumed to agree that it is a reasonable rule and within the meaning of this Agreement. Any rule that is changed or any new rule that is established by

the Company will be furnished to the Union in advance of the date of posting.

## **ARTICLE 23 - REPORTING ALLOWANCE**

**23.01** When an employee reports for a scheduled shift without being notified to the contrary and is assigned less than four (4) hours of work the Company agrees to pay a full four (4) hours at straight time.

It is understood that an employee may be assigned work other than the regular work assignment for the four (4) hour period.

In the case of dual assignment, a Supervisor (or designate) shall investigate and decide who remains at the post. Officers shall maintain a professional and uninterrupted service to the client until such decision is made.

## **ARTICLE 24 - LEAVE OF ABSENCE/OTHER LEAVES**

**24.01** The Company must consider an employee's request for a leave of absence without pay or benefits for a legitimate reason for up to one hundred and twenty (120) days without loss of seniority, provided the employee makes the application in writing stating the legitimate reason for such leave of absence and the length of time and return date. It is understood that if the Employer and the Union fail to agree, the Employer makes the ultimate decision.

## ARTICLE 25 - WAGE RATES/LEVELS

### Hourly Rates

Screening Officer Level	Current Rate	August 26, 2021 (following arbitration)	March 27, 2022 2.25%	April 2, 2023 2.25%
L1	\$21.79	\$21.79	\$22.28	\$22.78
L3.1	\$24.37	\$24.37	\$24.92	\$25.48
L3.2	\$24.83	\$24.83	\$25.39	\$25.96
L3.3	\$25.29	\$25.29	\$25.86	\$26.44
L3.4	\$25.73	\$25.73	\$26.31	\$26.90
Team Leader	\$27.02	\$27.02	\$27.63	\$28.25
Grandfathered Point Leader	\$28.08	\$28.08	\$28.66	\$29.25

- Team Leaders will receive a premium equivalent to five per cent (5%) of the wage rate of level 3.4.
- Former Point Leaders are considered grandfathered and will receive a premium of \$2.35 per hour on the wage rate of level 3.4.
- Training Team Leaders will have all screening officer rights within the Collective Agreement. It is understood, however, that Training Team Leader schedules are regularly modified because of training requirements.

- i. Upon ratification of a new agreement, a one-time lump sum payment of one thousand four hundred (\$1400) for full-time employees or seven hundred (\$700) for part-time employee will be paid to all active employees within thirty (30) calendar days of notice of ratification.**
  
- ii. For clarity of payments, in point i) a Master Seniority List has been prepared listing the maximum amount of the one-time payment. The list provided by the company will be an appendix to this clause.**
  
- iii. All employees listed on the Master Seniority list, effective the date of ratification, that are currently on temporary lay-off, will be eligible for the lump sum payment, provided they are recalled and actively at work, on or before March 31st, 2022.**
  
- iv. Any employee returning to work as of April 1, 2022, onwards will not be eligible for the lump sum payment. Any employee that is hired and commences work after the date of ratification is not eligible for the lump sum payment.**

<b>Effective March 27, 2022:</b>	<b>2.25%</b>
<b>Effective April 2, 2023:</b>	<b>2.25%</b>

## **ARTICLE 26 - SELECTION OF SCHEDULES**

- 26.01** Seniority within each terminal will govern in the scheduling of shifts and days off, subject to operational requirements.

The shift bid process will remain as the present practice, subject to section 8.05.

## **ARTICLE 27 - PART-TIME EMPLOYEES**

- 27.01** Six (6) separate Seniority lists shall reflect full-time and part-time employees listed on an Airport wide and by terminal basis, as provided in Letter of Understanding #1.

Seniority for Short term or special assignments will be upheld within each Client Contract based on Category seniority.

- 27.02** Part-time employees shall be paid statutory holidays and vacation payments as provided under the *Canada Labour Standards Act*.

- 27.03** Part-time employees shall be given first consideration should full-time work become available based on seniority.

- 27.04** In the event that the Company decides to offer full-time employment to a part-time employee, the part-time employee shall not be required to complete a probationary period. The employee's seniority date shall be the date of hire as a full-time employee.

**ARTICLE 28 - HEALTH AND WELFARE/FRINGE  
BENEFITS FOR SENIORITY  
(FULL-TIME/PART-TIME) EMPLOYEES**

**28.01** The Company will provide at its own expense all parts of the uniform which it requires employees to wear such as provided by CATSA (CATSA Uniforms and Garda Pins). Those parts of the employee Uniforms provided at the Company's expense shall remain the property of the Company.

The Company agrees to pay \$15.00 a month as of the month immediately after signing of the collective agreement to each employee for dry cleaning.

**28.02** The cost of the Health and Welfare Plan shall be paid for and administered by the Company.

The Health and Welfare Plan will have the equivalent benefits as the ones provided for in the booklet of January 2014 with the exception that non generic drugs will be covered at 80% and generic drugs at a 100%.

**28.03** The Company shall provide eight (8) sick days per year of the Collective Agreement. Employees hired after January 1st in any year will for that year accumulate sick days at the rate of one (1) day for each three (3) full calendar months worked. These sick days will not be eligible to be carried over from one year to the next. The sick day benefits will only be available to "full-time"

employees. Sick days may be used to care for members of the immediate family of the full-time employee who are sick. The Company can demand medical certificates from the employees at the Company's expenses. Finally, in order to be eligible for payment of a sick day, an employee who claims the same must take a shift at work within a two week period following the claimed sick day unless unable to do so because of absence on sick leave.

Full-time employees who have unused accumulated sick days as of December 31 in any year shall be paid for such days at their normal hourly rate for their normal work day, such payment to be made by January 30 of the following year.

During an employee's leave of absence due to illness or injury (compensable or non-compensable), the Employer agrees to pay the full cost of the Welfare Plan on each employee's behalf to a maximum of six (6) months.

**After an employee has ceased working, due to a temporary lay-off and the employee maintains rights for recall, the Company agrees to maintain the employee on the Health and Welfare plan for a maximum period of fourteen (14) calendar days. The Company shall pay the full cost of the premiums up to a maximum fourteen (14) calendar days.**



When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Employer as soon as possible, prior to his/her actual starting time, so adequate replacement may be made if necessary. Employees must keep the employer notified of correct address and phone number at all times.

The Employer may request medical evidence for an absence exceeding three (3) consecutive days except in the case of abuse.

**28.04** The Company agrees to continue the existing practice of paying for the cost of parking at the airport for employees. Effective December 31, 2018, all employees hired on or after that date will be subject to a) or b):

- a) If the employee elects to have a parking pass, the Employer will cover fifty percent (50%) of the monthly cost. The employee will cover the remaining fifty percent (50%) of the monthly cost by payroll deductions made on each pay period; or
- b) The employee may elect to be reimbursed by the Employer for an amount equal to fifty percent (50%) of the cost of a monthly parking pass, for his transit pass issued by city transport. The employee must provide evidence that a transit pass was purchased and the reimbursement will be made on a monthly basis.

- c) Employees hired prior ratification who wish to surrender their GTAA parking card will be paid \$56.25 per month by the Employer as of the month following the surrender of the parking card.

## **ARTICLE 29 - DURATION OF COLLECTIVE AGREEMENT**

**29.01** This Agreement shall become effective on the date of its signature and shall continue in full force and effect until the 31st day of March, **2024** from year to year thereafter, unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than one hundred and twenty (120) days before the date of its termination.

**SIGNED in Toronto, this 31st day of March, 2022.**

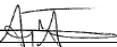
### The Union



Tayeb Lharti  
IAMAW

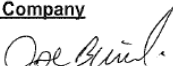


Keith Aiken  
IAMAW




Ayan Abdulle  
Negotiation Committee

### The Company

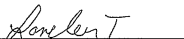


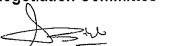
Joe Burcul  
GardaWorld Security Screening Inc.



Stefan Prabhu  
GardaWorld Security Screening Inc.


  
Hassan Jama  
Negotiation Committee

  
Loveleen Tiwana  
Negotiation Committee

  
Sardar Kabir  
Negotiation Committee

  
Umberto Mastroianni  
Negotiation Committee

  
Binu Janardanan  
Negotiation Committee

  
Glen Remy  
Negotiation Committee

  
Yama Toki  
Negotiation Committee

  
Sanya Lasica  
Negotiation Committee

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Seniority Acquired with Previous Employer**

Notwithstanding any other provision of the present collective agreement, Garda recognizes the seniority acquired by its employees under the former collective agreement with their previous employer (Group 4 CPS Limited and/or Group 4 Falck (Canada) Ltd.) and acknowledges the seniority rank of every such employee, as set out in the seniority list provided by the Union at the bargaining table.

However, nothing in the present letter of understanding shall affect the rights of Garda under Section 8.03 of the present Collective Agreement.

Furthermore, the present letter of understanding shall in no way be construed to be an admission by Garda of any successor rights in favor of its employees or the Union.

SIGNED in Toronto, this 31st day of March, 2022.

The Union

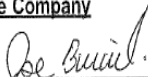


Tayeb Lharti  
IAMAW



Keith Aiken  
IAMAW

The Company



Joe Burcul  
GardaWorld Security Screening Inc.



Stefan Prabhu  
GardaWorld Security Screening Inc.

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Educational Fund Contribution**

The Employer's contribution to the Educational Fund shall be as follows:

Upon signing of the

Collective Agreement: ..... \$0.15 per hour, per employee

**April 1, 2022:** ..... \$0.15 per hour, per employee

**April 1, 2023:** ..... \$0.15 per hour, per employee

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**

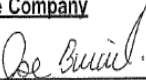
  
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**LETTER OF UNDERSTANDING NO. 3**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**


**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**


**Pension Fund Contribution**

The Employer's contribution to the Pension Fund shall be **one dollar and ten cents (\$1.10)** per hour worked. As of April 2, **2023**, the Pension Fund shall be **one dollar and fifteen cents (\$1.15)** per hour worked.

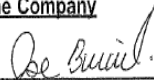
**SIGNED in Toronto, this 31st day of March, 2022.**


**The Union**

  
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**IAMAW**

  
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**LETTER OF UNDERSTANDING NO. 4**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**


**Vacation Pay**


The Company will make every effort to make vacation pay available to employees when they take their vacations providing the paperwork is properly filled out.

**An employee on any protected leave/layoff greater than two (2) months cannot be required to take vacation where there is insufficient accrued vacation pay to cover their regular earning for the time taken. It is mutually understood that each employee is required to take a minimum of two (2) weeks.**

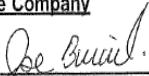
**SIGNED in Toronto, this 31st day of March, 2022.**


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**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Team Leader**

**The parties engaged in discussions around the issues of the current Team Lead Process and have agreed to the following:**

- 1. The Company commits to an annual evaluation of the existing Team Leader. Mandatory training, testing and an overall assessment will be administered.**
- 2. The Company will acknowledge that any member acting as a Team Leader will be solely acting on behalf of the Company.**
- 3. The Company commits to having weekly meetings in collaboration with the Chief Steward to resolve labour disputes.**

SIGNED in Toronto, this 31st day of March, 2022.

The Union

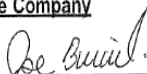


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**LETTER OF UNDERSTANDING NO. 6**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**


**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**


**Shift Exchange**

The Company agrees that the current practice of shift trades will be maintained throughout this current Collective Agreement. The Company commits that they will not suspend the web-apps application for the shift bid. Both parties acknowledge that during the shift transition, employees may be scheduled to work for more consecutive scheduled days/hours than on their previous schedule as they transition from one bid to another. Both parties agree that this letter of understanding is an enhancement to Article 10.09.

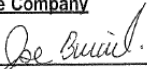
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**LETTER OF UNDERSTANDING NO. 7**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

During the 2012 Negotiations, considerable discussions occurred with respect to requests for shift exchanges, shift giveaways, leaves of absence, etc.

The parties have agreed to establish a Joint Committee to study the issue and develop a system that will streamline the process.

Confirmation of the request being received, approved and recorded in a timely manner is the goal of the committee.

The Committee will comprise of three (3) representatives from the Union and three (3) representatives from the company.

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**

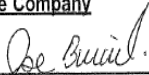
  
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## **LETTER OF UNDERSTANDING NO. 8**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

### **Health and Safety**

The Company and the Union realize the benefits to be derived from adherence to the appropriate federal industrial Health and Safety Regulations ('I.H.S.R.') policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

The Union will co-operate to promote the adherence to the appropriate federal regulations, policies, practices and procedures.

A Health and Safety Committee shall be established in accordance with federal regulations including:

- a) No fewer than four (4) members, employed at the operation and experienced in the types of work carried on at the operation; and

- b) Membership chosen by and representing the workers and the Company; in no case shall the Company's representatives outnumber those of the workers, and
- c) A Chairman and Secretary elected from and by the members of the Committee; where the Chairman is a Company member the Secretary shall be a worker and vice versa.

### **Reporting of Unsafe Conditions**

- a) Employees shall immediately report to their Supervisors any equipment or conditions, which the Employee as reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
  - i) The use or operation of a machine or thing presents a danger to themselves or a co-worker; or
  - ii) A condition exists at work that present a danger to them.
- b) In order for an employee to refuse a dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code part II R.S., 1985 c.L-2

## **Workplace Health and Safety Committee**

It is understood that the workplace Health and Safety Committee holds responsibility for investigating any claim for unsafe working condition by an employee. The workplace health and safety committee will work in conjunction with HRSDC to resolve any issue that cannot be remedied internally.

Areas of responsibility that fall within the scope of the workplace health and safety committee (note that this list is not complete and changes can be made due to changes to legislation) are:


- Safe/unsafe work conditions
- Concerns raised in regards to safety equipment
- Monitor quantities of safety items and make recommendation for replacing items
- Prepare reports to submit to the National Health and Safety Committee on non compliances.


The Workplace Health and Safety Committee will be comprised of representatives of Management and Union and will work together to ensure a safe working environment for all involved.



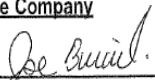
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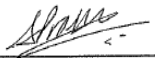
**The Union**

  
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**Tayeb Lharti**  
**IAMAW**

  
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**Keith Aiken**  
**IAMAW**

**The Company**

  
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**GardaWorld Security Screening Inc.**

  
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## **LETTER OF UNDERSTANDING NO. 9**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

### **Role and Responsibilities of Chief Stewards**

- 1) The Chief Shop Stewards at Terminal 1 and 3 will be available on regular working hours, Monday-Friday inclusive and as necessary. They will be funded directly by the company for the purposes of remuneration and benefits.
- 2) The Chief Steward at YTZ will bid a regular shift and be given forty hours per month of company paid time clearance for Union business.
- 3) To represent the Union in dealing with and settling grievance and complaints.
- 4) To foster a positive working relationship with the Company Management and to be available to Management. Furthermore, it is also understood that the Company Management has a reciprocating onus to foster a positive working relationship with the Chief Steward and the Union.
- 5) To coordinate and direct the Shop Committee that falls under this Agreement.

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**

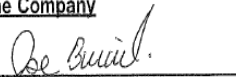


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# **LETTER OF UNDERSTANDING NO. 10**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

## **Transfers Between Terminals**

The parties recognize two types of transfers, Operational requirement and Mutual transfers.

### **Operational Requirement:**

This is when the employer requires movement from terminal to terminal on a permanent basis. In this instance, the employer will post a bulletin with the number of transfers required between terminals and by status of full and/or part time. All interested active employees may submit a Transfer Request form. Transfers will be granted to interested employees based on their screening seniority. In case of insufficient volunteers to fill the company requirements, the company will fill vacant positions by reverse seniority.

Operational Requirement transfers may happen at any time of the year.

## **Mutual Transfer:**

This is when an active employee requests a transfer to move to another terminal. All interested active employees may submit a Transfer Request form.

The deadlines for submitting of transfer are as follows:

- For the Summer Bid the employee must submit a transfer request before February 28th
- For the Winter Bid the employee must submit a transfer request before July 31st

All Transfer Requests or withdrawal of a Transfer request must be done prior to the above deadlines.

- By screener seniority
- The transfer must have a mirror request by an employee with the same status (Full time -to- Full time and Part time -to- Part time)

All approved Transfer Requests will be advised prior to that season bid. Transferred employees will retain their existing seniority and bid with the same. All transfers will take effect upon the date of the new season bid.

## **Transfer - Checkpoint/Terminals**

Due to the urgency of transfers between terminals or transfers from checkpoint to checkpoint within a terminal, such transfers will be done on a voluntary basis by seniority amongst the employees present at work at the checkpoint from where the Company decides to transfer the employees. If there is a lack of volunteers, the Company will transfer **the Junior employee.**

### **Due to the Urgency of Transfer:**

- **Between terminals will be based on the terminal seniority**
- **Between checkpoints will be based on seniority of the checkpoint where the transfer originated**
- **If the checkpoint is closed for any reason all employees at that checkpoint will be transferred to another checkpoint within the terminal**
- **If the transfer happened to be on a daily basis, such shifts will be posted for bid by seniority.**
- **After any shift bid, no shift will be changed or altered. If the operation required a change such a change will be posted for bid based on seniority.**

**Note:**

Transfer Requests that were not granted, will be automatically carried over for the next season bid.

All Transfer Requests must be deposited in the mailboxes of the respective Terminals.

All Transfer Requests must be submitted on the Transfer Request form.

Only employees on active status (not on L.O.A. or M.L.O.A.) at the deadline dates notes above will be eligible for transfer.

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**



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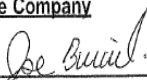
Tayeb Lharti  
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**The Company**



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Joe Burcul  
GardaWorld Security Screening Inc.



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Stefan Prabhu  
GardaWorld Security Screening Inc.

# **LETTER OF UNDERSTANDING NO. 11**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

## **Pre-Certification Employees**


- 1) A separate classification will be given to the Pre-Certification employees;
- 2) Based on this classification the Pre-Certification employee will be on separate seniority list;
- 3) Schedule will be variable for day-off and hours. This is determined by a weekly schedule that is emailed directly to the employee;
- 4) Preference of shift is offered to the most senior Pre-Certification employee;
- 5) Based on insufficient hours reverse seniority will be in applied to the Pre-Certification employee;
- 6) Seniority date is determined one hundred eighty (180) days after orientation.
- 7) Benefits for part-time employees will be given once they complete their probationary period;




8) Wage will be based on the L1 hourly rate.

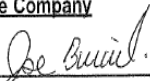
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The Union

  
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**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Tech Change**


When introducing new or different technology, the company and bargaining agent will meet prior to the new technology's anticipated implementation date when possible.

In the event the technological change will have a negative impact on employment levels, the Employer will meet with the Local Union without delay with a view to exploring ways to mitigate the impact of the technological change on affected employees.

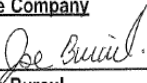
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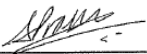
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**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**No Discrimination**

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or diseases, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the *Canadian Human Right Act*.

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**

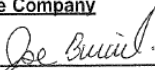


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**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**


**Pandemic**


The parties agree to meet within thirty (30) days of the renewal of the Collective Agreement to review the current Emergency Response Plan (ERP) relating to the COVID-Pandemic.

If another National Emergency is declared within Canada, the parties to meet within thirty (30) days, possibly sooner, to discuss an emergency response plan (ERP).

**SIGNED in Toronto, this 31st day of March, 2022.**

**The Union**

  
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**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

**GARDAWORLD SECURITY SCREENING INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**PBS 16 Hours Requirement**

Further to the existing language in Article 10.09 the parties discussed the minimum requirement.

For certification .The parties recognized that should an employee fail to meet the 16 hours PBS or HBS, the Employer may apply progressive discipline.

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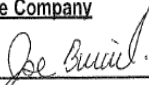


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**TRANSPORTATION DISTRICT 140**