

**COLLECTIVE AGREEMENT**

-between-

**AEROGUARD EASTERN LTD.**

(Hereinafter called the “Company”)

-and-

**UNITED STEELWORKERS OF AMERICA  
USWA - IWA COUNCIL LOCAL 500**

(Hereinafter called the “Union”)

Effective June 01, 2004 - March 31, 2007.

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01           The purpose of this Agreement is to secure for the Company and the Union, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union. It is further the purpose of this Agreement to promote the efficient operation of the Company's business in a safe, satisfying and responsive environment.
  
- 1.02           It is agreed that whenever and wherever the male gender is used throughout the Articles within this Agreement, the feminine gender may be substituted whenever and wherever the feminine gender is applicable.
  
- 1.03           Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural may be substituted whenever and wherever the plural is applicable.

**ARTICLE 2 - RECOGNITION & SCOPE**

- 2.01           The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Aeroguard Eastern Ltd., employed as screening officers at the **John C. Munro International Airport** in the town of **Mt. Hope, excluding** supervisors and those above the rank of supervisor.
  
- 2.02           Employees not covered by this agreement shall not do work normally done by **the** employees covered by this agreement except:
  - (a) in cases of emergency;
  - (b) in cases of training of employees;
  - (c) where sufficient qualified employees are not available.
  - (d) as per Article 6.02

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### ARTICLE 3 - UNION SECURITY

- 3.01 The Company shall deduct from the pay of each member of the bargaining unit such Union dues as prescribed by the by-laws of the Union. The Union shall notify the Company in writing of the Union dues to be deducted. No member shall pay dues unless they have worked five (5) days or more in a month.
- 3.02 The dues so deducted shall be remitted, along with a list of the names of the members from whom such deductions were made prior to the fifteenth (15<sup>th</sup>) of the month following, to the financial secretary of the Union.
- 3.03 The monthly remittance shall be accompanied by a statement showing the names of each member from whose pay deductions have been made and the total amount deducted for the period. Such statements shall also list the names of members from whom no deductions have been made and the reasons why, along with **any** forms required by the Union for the processing of Union dues.
- 3.04 The Union agrees to indemnify and save harmless the Company against all claims or other forms of liability that may arise out of, or by reason of deductions made, or payments made in accordance with this Article.
- 3.05 The Company agrees to print the amount of total dues deductions paid by each member for the previous calendar year in the income **tax** T4 form.
- 3.06 All present members within the bargaining unit date on the effective date of this Agreement, and every new member upon completion of the probationary period of forty-five (45) calendar days, shall join the Union and remain a member of the Union in good standing as a condition of continued employment with the Company, subject always to the provisions and protections of the Canada **Labour Code** in this matter.
- 3.07 On a monthly basis, the Company will remit to the Union Education Fund, two cents (\$0.02) per regular hour worked by each employee.

**ARTICLE 4 - DISCRIMINATION**

4.01 The Company and the Union agree that there shall be no discrimination in the hiring, training, transfer, lay-off, discharge or discipline of members on any ground prohibited by the Canadian Human Rights Act.

**ARTICLE 5 - UNION ACTIVITY**

5.01 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company.

**ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union recognizes and acknowledges that the management of the Company's operations, and the direction of the working forces, are fixed exclusively in, and reserved exclusively to the Company. The management of the business includes, without being limited to, the right to select and hire, to determine the number of members, to establish the duties of members, based on seniority and qualifications, to establish reasonable rules and regulations to be observed by the members, to discharge probationary members, , to schedule work and work breaks, to establish hours, shifts, overtime; to determine the quality of work to be performed, to lay off, assign, transfer and to determine the type, quantity and speed of equipment to be used; to establish new procedures and methods; to transfer and assign work, to determine locations within the Airport where the work is to be performed; and the direction of the work force, including discipline, suspension, demotion, discharge of members who have completed their probationary period for just cause or to retire members, curtail or cease operations or any part thereof provided however, that no specific provision in this Agreement is violated. The above list of management rights is not intended to be inclusive and, therefore, the Company is not limited to the rights listed subject to the right of a member to raise an issue in the manner and to the extent herein provided.

6.02 The Company may assign **up** to one (1) management staff (excluded from the bargaining unit) to regularly perform screening and related duties per shift. It is further understood that no management staff shall perform bargaining unit work on overtime except in the case of emergency, training or when no qualified bargaining unit employee is available.

## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

- 7.01 The employer shall not cause or direct any lockout of employees during the life of this agreement and neither the Union nor any representatives of the Union, nor any employee, shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Employer. Screening personnel will not engage in any work they do not normally perform.
- 7.02 The Company and the Union agree that the Canadian Labour Code Section 87 Sub. (4) is relevant and applicable to the Company's operations, accordingly this aspect of the Code will apply during negotiations.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 The Company acknowledges the right of the Union to appoint or elect Stewards, for the purpose of representing members in the handling of grievances issues or complaints. The Union agrees to elect or appoint one (1) per shift with a minimum of two (2).
- 8.02 The Union shall notify the Company in writing of the names of the Stewards.
- 8.03 The Stewards will become involved in Article 9 at Step One.
- 8.04 Stewards will reasonably be allowed to deal with Union Business, including grievances, while working regular shifts.
- 8.05 The Company will pay a lump sum of fifteen hundred (\$1,500.00) annually to the Union on April 1<sup>st</sup> of each year of this agreement (on ratification date for 2004) to compensate for stewards, time spent on negotiations, Union business, etc. outside of normal work shifts.
- 8.06 Prior to imposing formal discipline on an employee the Employer will give the employee notice so he/she will have union representation.
- 8.07 The Representative for the Union shall have access to all jobs during working hours but in no case shall his/her visits interfere with the progress of the work. When visiting the job he/she will advise the supervisor/or above of the Employer.
- 8.08 Stewards to be compensated by the fifteen hundred (\$1,500.00) dollars provided scheduled during their shift. Reasonable notice shall be given to the Employer. in Article 8.05, for Union meetings or training courses

8.09 The employer will make every effort to inform the Union and/or Steward of all new employees hired at the time of hiring. The Employer will also make every effort in giving the affected employee their proper notice.

8.10 No less than thirty (30) minutes will be given to a Union officer at the end of an employee's probationary period, to allow them to review the rights and obligations of the Union and its members. Union Officer to be accommodated on regular work shifts, otherwise compensation is by way of the \$1,500.00 in 8.05.

**ARTICLE 9 - PROCEDURE FOR DEALING WITH GRIEVANCES, ISSUES OR CONCERNS**

9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve any grievances, issues or concerns raised as quickly as possible.

9.02 **Step No. 1**

Any employee who has an issue or a concern shall raise it with his/her supervisor and shall discuss the grievance issue or concern verbally, a Steward may be present.

**Step No. 2**

If after discussion with the Supervisor, the member is still not satisfied that the grievance concern or issue is not resolved, the member shall write out the grievance concern or issue. No grievance concern or issue will be reviewed unless it is presented in writing within ten (10) working days following the events giving rise to the grievance concern or issue. In the event of a layoff or recall, the time limit for filing a grievance is within forty-five (45) days of occurrence giving rise to the grievance. It is understood that working days shall mean Monday to Friday excluding statutory holidays.

**Step No. 3**

The written grievance outlining the concern or issue will be delivered to and reviewed by the operations manager or his/her assistant, who shall give a decision in writing within ten (10) working days of receipt of the written grievance.

**Step No. 4**

If the member is still not satisfied with the resolution of the concern or issue, the grievance shall be given to the Director of Operations, who shall convene a meeting within ten (10) working days of receiving the grievance in writing to discuss the issue. The Director of Operations shall notify the I.W.A. Representative of the meeting and shall request his/her attendance at such meeting, with the member and his/her Steward.

If the Director of Operations and the Union are unable to jointly provide a final resolution as aforesaid, either party to this Collective Agreement may refer the matter to arbitration as provided in Article 10 of this Agreement. If either party decides to refer the matter to arbitration as provided for herein, it must do so within thirty (30) working days.

- 9.03 The parties agree that notwithstanding anything else contained herein, they may by mutual consent in writing extend any time limits contained in the Grievance Procedure.

**ARTICLE 10 - ARBITRATION**

- 10.01 The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.
- 10.02 When either party refers a grievance to arbitration, it must do so in accordance with the provisions of Article 9.02 herein. At the same time that the party referring the grievance notifies the other party, it shall provide with the notification a list of three (3) Arbitrators who the party is prepared to accept to hear the arbitration.
- 10.03 The party receiving notice of the referral to arbitration shall within ten (10) working days of receipt of the notice agree on one of the three Arbitrators suggested by the referring party, or if unable to do so, provide the referring party with a list of three (3) additional Arbitrators who it would be prepared to accept to hear the arbitration. If the referring party is unable to agree to any of the three additional names, then either party may request that the Canada Industrial Relations Board appoint an Arbitrator in accordance with the provisions of the *Canada Labour Code*.
- 10.04 The arbitration shall be heard at an agreed upon location and an agreed upon date and time.
- 10.05 The costs of the Arbitrator, shall be borne equally by each of the parties.



- 10.06 The Arbitrator shall have the powers as provided for Arbitrators under the Section of the *Canada Labour Code*. The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions hereof, or to deal with any matter not covered by this Agreement.

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION**

- 11.01 In the event that a member alleges that he/she has been discharged or suspended without just cause, an issue concerning the discharge or disciplinary action shall be dealt with at Step 4 of the Grievance Procedure, dealing with issues or concerns within **ten (10)** working days. The termination of employment of a probationary member will be the sole discretion of the Company and will not be review able at arbitration.
- 11.02 Save as aforesaid, the Company and the Union agree that disciplinary actions shall not be imposed without just cause. The Company and Union agree that all warnings and all records supporting such warnings will not be used beyond a one year period from the date of issue, and all suspensions shall be removed from a member's record one year from the date of issue, providing that there are no repeat offences.

#### **ARTICLE 12 - SENIORITY**

##### **12.01 Probationary Members**

- Members shall be considered probationary members until they have been employed for a period of 320 hours (excluding RAP time). Until a probationary member shall complete his/her probationary period as hereinbefore provided, hisher name shall not appear on any member list, nor shall there be any obligation on the Company to retain the services of such member or to employ such member if the member is laid off or discharged during this period. It is further understood and agreed that the Company may discharge a probationary member prior to his/her completing hisher probationary period at the Company sole and absolute discretion, and such discharge shall not be the subject matter of a grievance.
- 12.02 A member who completes hisher probationary period shall have his/her employment back-dated to his/her date of hire.
- 12.03 The length of service of a member shall be maintained and accumulated until it is lost under Article 12.04.

- 12.04 A member shall lose his/her employment and his/her name shall be removed from all member lists for any one of the following reasons:
- (a) if the member voluntarily quits;
  - (b) if the member is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
  - (c) if a member is laid off and fails to return to work within seven (7) working days from the posting by registered mail by the Company to his last known address. The Company will make reasonable efforts to reach the member;
  - (d) if the member has been on lay off for a period of more than eighteen (18) consecutive months;
  - (e) if a member does not call in or report to work without advising the Company prior to the start of his/her shift as to the reason for his failure to report to work for three (3) successive work days;
  - (f) Fails to qualify for the appropriate CATSA Certification/or Transport Canada designation. Failure to qualify includes failing to attain medical certification.
  - (g) A leave of absence will be extended for an additional thirty (30) calendar day periods if there is good reason and the Union and the Company mutually agree. The employee must request the extension in writing before their leave of absence is up. The Union will be notified of all leaves under this Section. Any employee who falsifies a reason for their leave of absence shall be considered as having terminated their employment with the Company.
- 12.05 In the event that two or more employees are hired on the same day, the employee first interviewed, and has first hours worked shall be deemed to have the most seniority.
- 12.06 Seniority lists shall be posted every three (3) months on bulletin boards. The Union will be supplied with six (6) copies thereof. Any employee shall dispute the accuracy of the seniority list at any time.
- 12.07 In the event an employee within the bargaining unit accept a position with the Company outside the bargaining unit, they shall maintain the seniority they had in the bargaining unit at the date they accepted the position and shall continue to

accumulate seniority for a further three (3) months. After three (3) months they shall lose all seniority and if they return to the bargaining unit, shall be placed the at the bottom of the seniority list with no seniority to their credit.

In order for employees to maintain and/or accumulate seniority as provided above, they must authorize the Company to deduct and remit to the Union an amount of money equal to the Union Dues they would have otherwise continued to pay to the Union had they remained in the bargaining unit.

12.08 Job Posting

- (a) If a permanent job vacancy exists or new job classifications are created such openings shall be posted on the bulletin board for a period of five (5) working days. Seniority members at the time of the job posting may make application for such job vacancy. Where a permanent job vacancy or new job classification occurs, the following factors shall be considered
  - (i) Length of service with the Employer, member will be trained for the job, if practical.
  - (ii) If the permanent job vacancy or new classification is not filled through the above process, then the Company is free to hire employees from outside the Bargaining unit to fill the vacancy or job classification.
  - (iii) The Employer shall post the name, as well as the seniority of the person who has obtained the said position.

**ARTICLE 13 - WORK REDUCTIONS**

13.01 Work reductions which are anticipated to exceed five (5) working days and recalls after such work reductions shall be based upon the following factors:

- (i) Length of service with the Company
- (ii) Qualifications (the Company agrees to train by length of service with the Company where practical)

13.02 Where it becomes necessary to reduce the number of members, probationary members will be first laid off.

13.03 The Employer shall give written notice of any foreseen layoffs to members at least fourteen (14) calendar days.

13.04 In cases of layoff, the Union Steward shall be considered as having the most seniority. The Union shall provide the Employer with the Stewards name(s).

13.05 The Employer and the Union will attempt to find a suitable position for an employee whose physical ability is reduced following an injury or a medical certificate.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

14.01 The Company will allow up to a thirty (30) calendar day leave of absence without pay for personal reasons if:

- (i) The request is in writing to the Company with sufficient notice to allow for rearrangement of work or substitution of a replacement and the leave is for a good reason.
- (ii) It will not cause negative impact on operations.

14.02 Employees, maximum two (2) at any one time, who have been elected or appointed by the Union to attend Union Conventions or Conferences shall be granted a leave of absence with pay. Stewards will be compensated by the money referred to in Article 8.05. The Union will inform the Company of the names of the delegates. The Company shall grant an employee a leave of absence of not more than two (2) years to work in an official capacity for the Local or National Union without pay. The employee must request the leave in writing and the Union must approve it. This leave may be extended for additional two (2) year periods. Not more than one employee will be granted such a leave at any one time and no continuation of benefits of other Company sponsored or paid programs will be given for leaves in excess of thirty (30) days duration under the terms of 14.02.

14.03 Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted.

#### **14.04 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 or campaigning for his/her election to the Ontario Legislature or the House of Commons. Such leave shall be for a maximum of two (2) months in the case of his/her campaigning or for the term of such office in the case of his/her election.

14.05 An employee may be absent from work for one (1) day without loss of wages on his/her wedding day.

**ARTICLE 15 - BEREAVEMENT LEAVE**

15.01 Members will be granted five (5) consecutive days leave of absence with pay including the day of the funeral, if regularly scheduled to work, in case of a death of a member's immediate family. Immediate family is defined as spouse, child, foster child, brother, sister, parents, foster parents, step-parents, step-child, parents-in-laws, grandparents, grandchildren, and legal guardians of the member, and any relative permanently residing with the employee.

If death occurs while the employee is on shift, the remainder of the shift will be paid, and the employee relieved on an emergency basis.

15.02 In the event of the death of a brother-in-law, sister-in-law, aunt or uncle, an employee is entitled to two (2) working days of paid leave of absence.

15.03 Where the funeral is outside of their residence in excess of 500 km, additional unpaid leave may be granted ( such leave will not be unreasonably withheld).

15.04 Where the days fall within the employee's vacation, the employee's vacation will be extended accordingly.

**ARTICLE 16 - JURY DUTY OR COURT APPEARANCE**

16.01 The Company shall grant leave of absence without loss of pay or benefits to a member who has completed his/her probationary period to serve as a juror, subpoenaed witness, or crown witness.

16.02 An employee called to serve as a witness in relation to the performance of his/her duties will be paid as if he/she had worked for the time spent, including travel. An employee shall suffer no loss of wages in this regard.

**ARTICLE 17 - BENEFITS**

17.01 The Company will provide and administer the Plans as described in the booklet provided. Company benefits while the member is working, on approved medical leave, bereavement leave, jury, or crown witness duty, subpoenaed witness, maternity and paternal leave, or on layoff for up to six (6) months. The benefits will be outlined in Appendix "B" which forms part of this agreement.

**ARTICLE 18 - BULLETIN BOARDS**

18.01 The Company agrees to provide a bulletin board in the work place for purposes of posting Union notices and official information. Notices will be signed and posted by Officers of the Union. Notices of meetings shall be posted without the Company authorization. All other notices and information shall be posted with the Company's approval, which will not be unreasonably withheld.

**ARTICLE 19 - REPORTING ALLOWANCE**

19.01 In the event that a member reports for work on his/her regular shift without having been previously notified not to report, he/she will be given at least four (4) hours work at his/her regular rate of pay, or if no work is available, he will be paid the equivalent of four (4) hours at his/her regular rate of pay in lieu of work..

**ARTICLE 20 - CALL IN PAY**

20.01 Any member who has completed his shift and has left the Company's premises and is then recalled to work extra time, will not receive less than the equivalent of four (4) hours pay at the member's regular rate of pay for such additional work.

**ARTICLE 21 - HEALTH AND SAFETY**

21.01 The Employer and the Union agree to abide by the terms and conditions of Part II of the Canada Labour Code.

21.02 The Employer shall provide all required personal protective equipment to all employees at no cost to them.

21.03 The employer agrees to cooperate with the Union to promote education in employee safety, accident prevention and health.

- 21.04 The Employer agrees to a joint Health & Safety Committee with equal numbers of Union and Management. This committee shall meet monthly and do workplace inspections. This committee will investigate all work place accidents and make required recommendations to management.
- 21.05 If the Employer approves a member's application to undertake a safety or training course, such member shall be reimbursed by the Company for the cost of the course(s) provided the said member has completed the course and provides the Company with their Certificate of such completion.
- 21.06 The Employer agrees to notify the Union and the members of all safety procedures and to provide the Union with copies of the Minutes of all meetings of the Health & Safety Committee.
- 21.07 The employer is entitled to require medical certificates to substantiating the employee's condition. Any such medical certificate required will be paid for by the Employer.
- 21.08 An employee who sustains an injury at work shall receive his/her full wages for the day on which the injury occurred. This employee, where necessary shall be taken to a physician's office or to the hospital at the Employer's expense.
- 21.09 The employer shall assist the injured worker in completing the W.S.I.B. form. Upon his/her return to work, the employee shall resume his/her employment, if it still exists, or another employment according to his/her seniority rights.

## **ARTICLE 22 - PAID HOLIDAYS**

- 22.01 The following Holidays shall be recognized:
- |                |                  |
|----------------|------------------|
| New Year's Day | Good Friday      |
| Victoria Day   | Canada Day       |
| Civic Holiday  | Remembrance Day  |
| Labour Day     | Thanksgiving Day |
| Christmas Day  | Boxing Day       |
- 22.02 The Employer shall continue to grant and pay the paid holidays mentioned in Article 22.01 according to the requirements of Part III of the Canada Labour Code and the regulations thereunder.

- 22.03 When any of the above holidays are observed during a member's scheduled vacation period, he/she shall receive holiday pay as provided in Article 22.01, if he/she is eligible for such payment under Article 22.02.
- 22.04 Any authorized work performed by a member who has passed his/her probation on any of the above-named holidays shall be paid at the rate of one and one half (1 1/2) times the rate in addition to the holiday pay.

### ARTICLE 23 - VACATION WITH PAY

- 23.01 (a) Vacation entitlement will be determined based on a member's length of continuous service with the Company;
- (b) "Gross Earnings" shall mean a member's gross earnings inclusive of vacation pay in the previous period, ie., May 1<sup>st</sup> to April 30<sup>th</sup>, and vacation pay will be calculated as a percentage of the gross earnings during the preceding calendar year;
- (c) Vacation entitlement and the rate of vacation pay shall be as follows:

<b>Entitlement</b> (At the end of reference year)	<b>Vacation</b>	<b>Pay</b>
i) less than <b>1</b> year's service with the Employer	<b>1 day</b> of vacation per month	4% of earnings
ii) one year <b>and</b> less than <b>5 years</b> service with the Employer	<b>15 days</b> vacation	4% of earnings
iii) five ( <b>5</b> ) years and less than <b>8</b> years of service with the Employer	<b>18 days</b> vacation	6% of earnings
iv) <b>eight (8)</b> years and less than <b>10 years</b> of service with the Employer	<b>21 days</b> vacation	7% of earnings
v) ten (10) years or more service with the Employer	<b>25 days</b> vacation	8% of earnings



- 23.02 Employees shall choose to receive their vacation pay at the same time they receive their regular pay preceding their departure on vacation or on their return from vacation. The vacation payment will be made by separate cheque.
- 23.03 Up to five (5) days vacation can be transferable from one year to the next. Employees can schedule their vacation days in single or multiple days.
- 23.04 a) Employees can request their vacation in writing by April 30<sup>th</sup>. If two or more employees request the same vacation period, the employer will assign by seniority. The list will be posted by May 15<sup>th</sup>. To avoid a shortage of qualified employees, the Employer reserves the right to determine the number of employees who can leave the Airport simultaneously.
- b) After April 30<sup>th</sup>, any employee may request in writing their vacation subject to the already scheduled vacations as per Article 23.04 a).
- c) Employees must be notified of the date of their vacation at least four (4) weeks in advance, if possible. This notice will be in writing.
- d) The vacation may be altered by mutual agreement between the Employer and the employee.
- 23.05 Following the death of an employee, his/her estate may claim the compulsory annual vacation pay.

## **ARTICLE 24 - PARENTAL LEAVE**

24.01 - Parental leave will be granted in accordance with the Canada Labour Code.

24.02 An employee may be absent from work for one (1) day without loss of wages on his/her wedding day. **An** employee may also be absent from work without pay on the wedding of one of his/her children or for three (3) days paid leave on the birth or adoption of a child.

## **ARTICLE 25 - UNIFORMS**

- 25.01 - The Employer shall supply, uniforms as per CATSA/Aeroguard Policy. Alterations to be paid by the Company. Those parts of the uniform provided at the Employer's expense shall remain the property of the Employer and must be handed in at the time of termination.
- 25.02 - The Employer will provide lockers for each employee to secure his/her personal belongings.

## **ARTICLE 26 - INDUSTRIAL RELATIONS COMMITTEE**

- 26.01 - The employer and the Union agree to form an Industrial Relations Joint Committee with the following membership:
- i) Two (2) members appointed by the Employer
  - ii) Two (2) members elected/appointed by the Union.
- 26.02 - **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 all the employees.
  - b) make recommendations *to* the parties.
  - c) minutes will be taken, written and posted.
- 26.03 - The Committee provided for in this article shall meet once a month or **by** mutual consent at a date determined after agreement between the specific representatives appointed for this purpose by the parties. The meetings shall take place during working hours with no loss of wages to anybody involved.
- 26.04 - Any issues related to shift allocations will be referred to this committee for resolution.

## **ARTICLE 27 - HOURS OF WORK AND OVERTIME**

- 27.01 - The work week shall consist of up to (40) hours per week, divided into consecutive days.

For pay computation purposes the pay period shall start on Monday at 00:01 a..m. Whenever a federal government regulation establishes otherwise for **an** employee covered by this agreement, the new standard work week shall replace the work week provided for in this agreement only if the benefit is better than provided for in this agreement.

**A** shift may not exceed eight (8) hours unless mutually agreed by the Employer and the Union. Schedules once posted will not be altered except by mutual consent except in cases of emergency.

- 27.02 - a) Work performed in excess of the employee's scheduled shift is considered overtime and shall be paid at 1 ½ times the employee's hourly rate.
- b) 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. Where there are no volunteers, the employer shall have the right to assign by reverse seniority,
- c) When overtime is assigned by the Employer, it shall be on a rotating basis (longest employed to the least employed) to employees qualified to perform the work. For the purpose of overtime work distribution, the refusal of an employee to work overtime shall be considered as overtime performed but not paid.
- 27.03 - a) In establishing work schedules the Employer will do it on **an** equal rotation basis, they shall ask the employee preferences in order of seniority, and will do rotation of shifts equally every month.
- b) If it becomes necessary to modify or establish schedules, the Employer shall take the initiative of meeting with the Union.
- 27.04 - a) An employee will be allowed an unpaid meal period of thirty (30) minutes to one (1) hour (decided by mutual agreement) for any shift in excess of five (**5**) hours worked. This meal period shall be taken as close to the midpoint of the shift as operationally possible.
- b) Employees who work a shift of more **than** five (5) hours will be entitled to two (2) fifteen (15) minute paid breaks at mutually agreeable times. Shifts in excess of ten (10) hours will receive three (3) fifteen (15) minute paid breaks.
- c) Shifts of five (5) hours or less will receive one (1) fifteen (15) minute paid break.
- 27.05 - An employee shall be deemed to be working when he/she is at his/her Employer's disposal on the work premises and is required to wait until he/she is assigned work.
- 27.06 - For the purposes of computing the standard work week, a shift shall belong to the calendar day on which it begins.
- 27.07 - The work schedule of employees shall be posted in the workplace by the Employer seven (**7**) days in advance. Should a grievance concerning **an** employee's work schedule occur, the Employer, at the Union's request shall supply the Union with a copy of this employee's work schedule.

- 27.08 - The manager or his/her authorized representative shall grant shift changes between two (2) employees equally qualified, the whole subject to the following conditions:
- a) that the change be requested in writing on a form provided for such purpose by the Employer and signed by the two (2) employees involved at least one (1) day in advance;
  - b) that the two (2) work shifts be scheduled within the same pay period;
  - c) that the change in work shifts not result in the payment of overtime;
  - d) that the change of work shifts not harm the operations;
  - e) that any debit or credit in salary caused by any reason whatsoever (i.e. late arrival for work or payment of a paid holiday) be attributed to the employee who actually performs the work.

#### **ARTICLE 28 - SICK LEAVE PLAN**

- 28.01 The employer agrees to provide a Sick Leave Allowance equivalent to two (2) per cent of the hours worked by the employee.
- 28.02 The sick leave allowance is intended to compensate for missed shifts due to personal illness. Deductions shall be made from the employee's accumulated sick leave allowance for the number of days absent due to personal illness.
- 28.03 The unused portion of the allowance shall be credited to the employee's sick leave credit balance at the end of the year and accumulated from year to year.
- 28.04 If the yearly allowance has been exhausted, further absences will be deducted from the employee's accumulated balance. When the employee's sick leave credit is totally exhausted, pay deduction will be made for each additional day absent due to personal illness.

#### **ARTICLE 29 - WAGES**

- 29.01 Employees shall be paid at regular intervals on a bi-weekly basis.
- 29.02 Wages shall be paid by direct deposit. If a problem occurs with the direct deposit, the Employer will either issue a cheque or an immediate bank transfer. Wages may also be remitted to a third party upon the employee's written request.
- 29.03 Employees shall receive their pay stub personally on the work premises **and** during a working day, except when it is sent by mail at the employee's request.
- 29.04 When the regular pay day falls on a holiday referred to in Article 22 hereof, wages shall be paid to the employee on the preceding work day, subject to change by mutual agreement.

- 29.05 The Employer shall remit to the employee, pay slip with sufficient information to allow him/her to check the computation of the wages.  
This pay slip shall contain the following data, specifically:
- 1.) The Employer's name
  - 2.) The employee's last name and given name
  - 3.) The payment date and its corresponding work period
  - 4.) The number of hours paid at the applicable rate during hours of the regular week
  - 5.) The number of overtime hours paid, at the applicable increase factor
  - 6.) The nature and amount of premiums, indemnities or allowance issues
  - 7.) The wage rate
  - 8.) The amount of gross wages
  - 9.) The nature and amount of deductions made
  - 10.) The amount of take home pay
- 29.06 For the term of this agreement, the Employer shall pay the wages provided in APPENDIX "A".
- 29.07 The employee's acceptance of a pay slip does not constitute waiving of payment of all or part of the wages which he/she is entitled to.
- 29.08 The employer may deduct wages only when compelled by law, a court order, a collective agreement, or when authorized by a document signed by the employee.

### **ARTICLE 30 - PARKING**

- 30.01 Parking will be continued to be provided at no cost to employees beyond their probationary period.

### **ARTICLE 31 - TRAINING**

- 31.01 New employees being trained during classroom instruction will be paid their hours of instruction.
- 31.02 Employees will be given as much notice as possible for re-certification. Employees being trained on the job will be paid their regular wages.
- 31.03 Should additional training be required, the Employer will provide the training and pay the employees. Any costs associated with obtaining the position will be paid by the Employer.



### **ARTICLE 32 - LUNCH FACILITIES**

32.01 The Employer will commit to provide individual secure storage facilities for unionized employee's belongings at the work site. Further the Employer will provide a fridge and microwave for the use of the employees in storing and preparing meals. The employer will provide lunch facilities for its unionized employees with hot and cold water.

### **ARTICLE 33 - GENERAL**

33.01 All appendices attached to this agreement form part of this Collective Agreement.

33.02 Any disciplinary measure may give rise to a grievance, in accordance with the procedures provided for in Article 9 of this collective agreement.

33.03 In all cases of disciplinary measures, the Employer must notify the employee the discipline imposed on him/her in writing, stating the incident or the reason which justifies the disciplinary measure. The Employer must remit a copy of such measure to the Union/Steward.

33.04 There shall be only one (1) employee personnel file and the employee shall have access to review his/her file two times per year while a manager or his/her designate are available.

### **ARTICLE 34 - DURATION OF THE AGREEMENT**

34.01 This agreement shall continue in full force and effect from June 1, 2004 until March 31<sup>st</sup> 2007, and thereafter shall be automatically renewed and remain in force from year to year from its expiration date, unless, within the period of ninety (90) days before the Agreement ceases to operate, either party gives notice in writing to other party of its desire to bargain within a view to the renewal with or without modifications of the Agreement.

34.02 On receipt of such notice, the parties to the Agreement shall convene a meeting within thirty (30) days and bargain in good faith to reach an agreement.

### **ARTICLE 35 - PENSION PLAN**

35.01 The Company will match employee contributions to a Pension Plan as follows:  
Effective April 1, 2005 up to 1% matched  
Effective April 1, 2006 up to 2% matched  
The Union will administer the Plan.

IN WITNESS WHEREOF The parties hereto have signed this agreement this 20<sup>TH</sup> day of JAN- 2005 at HAMILTON

FOR THE EMPLOYER  
*David Dymyso*

FOR THE UNION  
*[Signature]*

\_\_\_\_\_  
 \_\_\_\_\_

*[Signature]*  
*Paul Clark*  
*Saul Marques*

APPENDIX "A"

ARTICLE A1 - WAGES AND CLASSIFICATIONS

A1.01 The following wages shall apply to the following classifications during the life of this agreement:

EMPLOYEE CLASSIFICATIONS	CURRENT	June 1/04	April 1/05	April 1/06
LEVEL 1	\$10.32	\$11.27	\$11.50	\$11.75
LEVEL 2	\$11.32	\$12.35	\$12.60	\$12.90
LEVEL 3.1 (0-2080 Hrs. Worked)	\$12.32	\$13.47	\$13.75	\$14.10
LEVEL 3.2 (2081-4160 Hrs. Worked)	\$12.67	\$13.87	\$14.15	\$14.50
LEVEL 3.3 (4161-6240 Hrs. Worked)	\$13.02	\$14.27	\$14.55	\$14.90
LEVEL 3.4 (6241 Plus Hrs. Worked)	\$13.37	\$14.67	\$14.95	\$15.30

A1.02 - The Company agrees to an hourly premium of \$1.50 when an agent is working as a Point Leader at the request of management

A1.03 - The retroactive pay shall be reduced by the following: L1 - ~~\$0.71~~, L2 - ~~\$0.77~~, L3.1 - ~~\$0.85~~, L3.2 - ~~\$0.87~~, L3.3 - ~~\$0.89~~, L3.4 - ~~\$0.91~~ per hour, until the unpaid lunch is in effect.

*#0.95* *#0.98* *#1.00* *#1.03*

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APPENDIX "B"

**ARTICLE A2 - BENEFITS**

**A 2.01** The Employer shall pay the costs of the insurance premiums to provide employees with the following benefits:

- a) Life Insurance - \$ **40,000** with A.D. & D. Spousal **\$20,000** Each Child **\$10,000**
- b) Health Insurance: **No Deductible, Covered expenses for charges by a licensed hospital 100%, covered expenses incurred outside Canada 100%, other covered expenses 80%, Maximum amount payable for drug expense \$1,000 per calendar year. Unlimited amount for other covered expenses.**
- c) **Dental:** Basic Services payable 80%, Restorative Services payable 50% - Calendar year maximum for **basic** and restorative expenses combined **\$1,000**. Lifetime maximum for Orthodontic expenses **\$1,000**.
- d) Vision Care - **\$250.00** for a benefit **period** of two (2) consecutive calendar years for each covered person.
- e) Long Term Disability (LTD) - 66.7% first \$2,250 - 50% next \$3,500 - 44% Balance of monthly income. Waiting period 4 months and 7 days.

**Letter of Understanding**

In the spirit of fostering positive Company/Union relations at Hamilton and Waterloo Airports, the Company is offering to:

- Remove all recorded discipline documentation from employee's personnel files for the period from the I.W.A. - Canada Certification date at each airport to December 31, 2004 (on the ratification date of a Collective Agreement at each airport or earlier). If a Collective Agreement **is** not ratified by December 31, 2004 this offer is withdrawn on an individual airport basis.

In removing discipline documentation, the Company will not be liable nor responsible for compensating or "reversing" any disciplinary costs or negative impact which may have been experienced by employees during this period. In removing the discipline documentation, Company management will deal with individual employees as if the incidents leading to discipline had not occurred.

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