

COLLECTIVE AGREEMENT

Between:

**GARDA CANADA SECURITY CORPORATION
(The “Company”)**

GARDAWORLD

And:

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**



**Represented by:
DISTRICT LODGE 140 & LOCAL LODGE 2413
(The “Union”)**

February 1, 2018 - January 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 This agreement is made and entered into by and between Garda Canada Security Corporation, hereinafter referred to as the “Company” and the International Association of Machinists and Aerospace Workers (IAM&AW), District Lodge 140 & Local Lodge 2413, hereinafter referred to as the “Union”.
- 1.02 The purpose of this Agreement is to define the relationship between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, to secure the efficient operation of the Company’s business without interference or disruption of work, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 - SCOPE, RECOGNITION & DEFINITIONS

- 2.01 As per the CIRB File # 30764-C, the Company recognizes the Union as the exclusive bargaining agent for all employees of Garda Canada Security Corporation providing access control airside at Lester B. Pearson international Airport, Buttonville Airport and Toronto City Centre Airport, excluding Supervisors and those

above the rank of Supervisor and employees subject to another certification order issued by the Canada Industrial Relations Board (CIRB).

- 2.02 This Agreement shall cover all employees as defined in 2.01 above, employed by the Company at the above referenced Airports.
- 2.03 The Company recognizes the International Association of Machinists and Aerospace Workers Transportation District 140, as the exclusive representative for the purpose of collective bargaining for all employees in the classifications listed herein.
- 2.04 The term "employee" as used in this Agreement, shall apply to any person performing work in any job that is covered by the Certificate and this Agreement. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Company shall immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.

2.05 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article No. 7 herein, except in the case of emergency circumstances such as short staffing, training, and to attain/maintain certification, providing it does not deprive bargaining unit members of work.

2.06 No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

2.07 Definitions

a) A Full-time Employee is an employee who holds a position on a continuous basis, in accordance with Article No. 18.02 to 18.04.

b) A Permanent Part-time Employee is an employee who holds a position on a continuous basis, in accordance with Article No. 20.01.

c) A Casual Employee is an employee who is offered work as set out in Article No. 21.01.

d) Seniority Date and Start Date shall be the first day

on payroll.

ARTICLE 3 - CONFLICTING AGREEMENT

- 3.01 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.
- 3.02 The Company party to this Agreement shall not use another limited company or device to avoid the conditions of this Agreement. All time worked by any person who, at any time works for the Company, Party hereto, shall be paid on the basis of the conditions set out in this Agreement regardless of who the Company hereto states employed such person for a portion of the total hours worked by such person. The Company agrees that he accepts the sole responsibility for all time worked by persons on his payroll and will not use a subsidiary or allied company to circumvent the terms of this Agreement.

ARTICLE 4 - SAVING CLAUSE

4.01 If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement they shall submit the dispute to the procedure as outlined in Article No 12 - Grievance Procedure, herein.

ARTICLE 5 - TRANSFER OF TITLE OR INTEREST

- 5.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 5.02 It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with copy to the Union, not later than the effective date of sale.

ARTICLE 6 - RIGHTS OF MANAGEMENT

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as limited by the provision of the Agreement and without limiting the generality of the foregoing; it is the exclusive function of the Company:

- a) To maintain order, discipline, efficiency and in connection therewith to establish reasonable rules and regulations, enforce and alter from time to time rules and regulations to be observed by the employees. Recognizing that rules and regulations with change from time to time, given the needs of the business, the Company will apprise and discuss with the Union any such changes;
- b) To select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, establish qualification, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has been dismissed or otherwise disciplined without just cause may be subject of a grievance under Article 12 of this Agreement are solely and exclusively the responsibility of the Company;
- c) Generally to operate and manage its business in all respects and in accordance with its discretion, commitments, obligations and responsibilities. The right to determine the number of employees required from time to time, determine the kind of operations, the methods of execution, to decide on expansion, cutbacks, or the termination of

operations in compliance with the provisions of the Agreement, the content of the jobs, the standards or performance, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Company's operations not otherwise dealt with elsewhere in this Agreement are solely and exclusively the responsibility of the Company.

6.02 The Company agrees that in the exercise of these rights it shall at all times be governed by the terms of this Agreement.

6.03 The Union acknowledges that the Company and the employees are required to comply with the *Private Investigators and Security Guards Act of Ontario, 2005*, as amended from time to time.

ARTICLE 7 - UNION DUES AND UNION MEMBERSHIP

7.01 a) The Union recognizes the right of the Company to hire whomever they choose, subject to the seniority provisions contained herein. The Company shall, however, give the Union an opportunity to refer suitable applicants for employment.

- b) The Company agrees that when new employees who are not referred by the Union, are hired, the Company shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Company, and mail same to the Union office as soon as possible.
- 7.02 The parties hereto agree that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment with the Company.
- 7.03
- a) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied on the basis of any prohibited ground under the applicable human rights legislation.
 - b) New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. Such completed applications shall be sent to the Secretary-Treasurer of the Local

Lodge forthwith.

- c) At the earliest opportunity, the employee's immediate supervisor shall introduce the new employee to his/her Chief Steward or designee. The meeting shall not exceed 30 minutes in length. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.

7.04 The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees. The deduction will be split evenly over each pay period per month.

7.05 The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to Transportation District Lodge 140 of the Union by the tenth (10th) day of each month following the month

in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.

- 7.06 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such pay period.
- 7.07 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 7.08 Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.
- 7.09 The Company will, at the time of making each

remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;

- a) All monthly dues for members to be submitted in alphabetical order by name with hire date, classification (including FT, PT or Casual), hourly rate, dues deducted and employment status (reason for partial or non-payment of dues such as quit, terminated, LOA, no hours, etc.);
- b) The Company shall further remit to the Union a list of the employee's full names, address and telephone numbers.
- c) The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.

7.10 The Company will show the amount of the dues deducted on T-4 slips issued to employees.

7.11 When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names and wage rates.

- 7.12 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

ARTICLE 8 - STRIKES AND PICKET-LINES

- 8.01 There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Agreement, excepting those strikes as provided under the Federal Labour Code.
- 8.02 All disputes and grievances of either Party shall be settled as quickly as possible under the Grievance Procedure outlined herein.
- 8.03 In the event of a strike, by a Labour Group other than those covered by this Agreement, involving the Company's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

ARTICLE 9 - SHOP STEWARDS, UNION REPRESENTATION

- 9.01 a) The Union shall appoint or elect and the Company shall recognize a Chief Steward and Shop Stewards from Employees who have completed one year of service with the Company and shall notify the Company in writing of the appointment or election. The Union may also designate Alternate Steward(s) and the Company will recognize the Alternate Steward(s) in the absence of regular Stewards. The Union will endeavour to ensure that there is a Shop Steward or Union Representative available during the operating hours of the Company's business. The Company shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply to Management on or about each January 1st, a list of the employees acting as Shop Stewards & Workplace Representatives. Such list will indicate the name of the employee and the location. The Union will notify the Company of any changes to the list of Shop Stewards or Workplace Representatives as they occur.

- c) Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1, 2 or 3 of the Grievance Procedure. It is understood that the Shop Stewards have their regular work to perform and that when it is necessary to service a grievance during working hours they will not leave their work without receiving permission from their immediate Supervisor or Company designate. Such permission will not be unreasonable denied. When resuming, their work, they will report back to their immediate Supervisor or Company designate.
- d) The Company will notify the Union prior to the dismissal of any Shop Steward.
- e) The Union shall name a Shop Committee of not more six (6) members, (one (1) - DA, one (1) Access Control, two (2) Airside, and two (2) Air Access Control) one of which shall be the Chief Steward. The Union shall submit their names to the Company in writing.
- f) The Chief Steward shall have super seniority for the purposes of lay-off only and shall work a shift which shall be mutually agreed upon. Such agreement shall not be unreasonably withheld.

- g) 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 negotiation & conciliation and mediation meetings.

ARTICLE 10 - HEALTH AND SAFETY

10.01 All employees will co-operate in the strict observance of all safety regulations at all times.

- a) 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 Company and the Safety Committee Member of any unsafe working conditions.
- b) Each employee shall use or wear the equipment, materials and protective devices or clothing that the Company requires to be worn or used.
- c) Employees are required to report any workplace accident/injury to the Company immediately. If as

a result of a workplace injury/illness an employee will miss any time beyond the day on which the injury/illness occurs the employee must be seen by a doctor within twenty-four (24) hours and provide the Company with proof of same.

10.02 The Company agrees 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. For the safety of employees, the Union members of the Safety Committee shall be elected by the members involved.

10.03 Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Company should the matter not be resolved between the Safety Committee and the Company.

10.04 The Company agrees to adhere to the first aid requirements as per the Canada Labour Code.

ARTICLE 11 - EMPLOYER SEARCHES/BOMB THREATS

11.01 The Company will not require employees represented

by the IAM&AW to participate in searches of the Company's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches; however the Company shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Company's equipment, property, or premises. In the Company staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 All questions, disputes and controversies arising under this Agreement or any supplement, hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

12.02 Step 1:

a) An employee with a complaint shall first be taken

up between such employee and their Supervisor or Company designate. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

b) Time limit to institute complaint/grievance:

Termination or layoff - ten (10) business days from the receipt of the written notice by the employee;

All others - fifteen (15) business days

12.03 Step 2:

Failing settlement under Step 1, the employee shall reduce his/her complaint to writing stating the Article(s) alleged to have been violated. Such complaint is now a grievance and shall be taken up between the Company's Operations Manager or designate and a Shop Steward or Chief Steward. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 2 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

12.04 Step 3:

Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between the Chief Steward or his designee, the District 140 General Chairperson and two (2) Company representatives appointed by an Officer of the Company. Such written notice and meeting must take place within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

12.05 Grievances under this Article may be initiated by any employee, a group of employees, the Union or by the Company.

12.06 Where an employee is suspended by the Company pending investigation, the suspension shall be without pay to a maximum of five (5) working days. Should additional time be required to investigate, all regularly scheduled work hours will be paid at straight time.

12.07 Employee Records:

- a) Any discipline notices in an employee's personnel file shall not be used for the purposes of progressive discipline, provided the employee has received no further disciplinary action within twelve (12) months of service, after the last disciplinary action was issued.
- b) An employee shall be granted access to his or her personnel file on demand at a mutually convenient time; however, no less than twenty-four (24) hours notice will be provided to the Company to make any necessary arrangements.

ARTICLE 13 - ARBITRATION

- 13.01 Failing settlement under the above Steps and within fifteen (15) calendar days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.
- 13.02 Such arbitrator shall not have any authority to add, subtract, alter, amend or extend the provisions of the

agreement. However, such arbitrator in cases of employment suspension, discipline or dismissal shall have the right to uphold, amend or rescind the Company's decision if he finds them unjustified.

13.03 The proceedings of the arbitration shall be expedited by the parties hereto.

13.04 The Arbitrator shall be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the two parties to the dispute.

13.05 The cost of the Arbitrator will be borne equally by the Union and the Company.

13.06 Expedited Arbitration:

Expedited Arbitration may be chosen as an alternative form of arbitration to resolve disputes. Expedited arbitration will proceed in the manner indicated below.

- 1) Hearings will be in the Greater Toronto Area at locations agreed to by the parties, unless mutually agreed otherwise.

- 2) Grievances shall be presented by a designated representative of the Union and a designated representative of the Company.
- 3) All presentations are to be short and concise with:
 - a) comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed
 - b) limited use of precedential authorities
 - c) parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

- 4) Decisions will be:
 - a) rendered verbally to parties within three (3) working days of hearing
 - b) confirmed in writing within two (2) calendar weeks of hearing

- c) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision
 - d) without precedent or prejudice to future proceedings unless otherwise agreed by the parties
 - e) binding on both parties
 - f) consistent with the terms of the agreement.
- 5) Fees and expenses of the Arbitrators shall be shared equally by the parties.
- 6) It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.
- 7) A brief of pertinent documents will be jointly presented to the Arbitrator.
- 8) If possible a statement of agreed to facts will be

jointly presented to the Arbitrator.

- 9) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
- 10) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- 11) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Arbitrator.
- 12) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- 13) Arguments will be presented only to points in issue.
- 14) Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

ARTICLE 14 - PROBATION

14.01 Probationary Period

Due to the nature of the Company's business, new hires will be subject to a probationary period equal to ninety (90) calendar days. During the probationary period the Company will have the right to discontinue the employment of any employee for just cause.

ARTICLE 15 - SENIORITY & PROMOTIONS

15.01 Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the first day on pay roll.

15.02 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 the work place for three (3) or more consecutive days without having notified the Company and received permission to

be absent in advance where that is possible.

- c) is laid off and not recalled for a continuous period in excess of twelve (12) months, where an employee has been employed for a period of less twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
- d) fails to notify the Company of his/her intention to return to work within seven (7) calendar days being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
- e) works for a direct competitor of the Company at any of the Airports covered by this agreement;
- f) if the casual employee does not work at least one (1) shift within six (6) months period.

15.03 For employees hired on or after May 20th 2009, should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw witnessed by a Shop Steward. Any alleged breach of this clause shall be the basis of a grievance.

- 15.04 The Company shall provide the Union with a seniority list including the following information: name of the employee, address, date of birth, status of employment classification, general seniority and classification seniority, immediately after the signing of this agreement and every six (6) months after that, and shall also post a copy of the seniority list at the site. The Company shall add any new employees and delete those whose employment is terminated.
- 15.05 Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- 15.06 Part-time seniority will be end-tailed onto the classification/departmental seniority list.
- 15.07 Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion, providing they continue paying union dues.

Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of twenty-four (24) months.

15.08 Departmental/Classification Seniority

- a) The Company will recognize departmental seniority for the purpose of schedule bidding and hours of work.
- b) An employee who has chosen to work in any of these departments, shall not be able to bump another employee in another department, unless in a lay off situation due to the loss of contract.
- c) Any employee who bumps into any department because he/she has been laid off due to lack of work in their current department, shall be placed at the bottom of the seniority list for the department that he/she bumped into.
- d) An employee who bids into one department shall remain in that department until he/she has been laid off or a vacancy becomes available in another department.

- e) Any employee who applies to any departmental vacancy shall be placed at the bottom of the seniority list for the department that he/she applied for.

15.09 Vacant or Newly Created Positions Definition

For the purposes of this Agreement, a vacancy shall be defined as a bargaining unit job which has not been posted and filled in accordance with this Article, including but not restricted to vacancies due to promotion and demotion. A job shall not be considered vacant if that job is created pursuant to a contract for services to be provided for a period of less than forty-five (45) calendar days or occurs on an “Ad Hoc” basis. Notwithstanding anything to the contrary in this Agreement, a special event as defined in this Agreement shall not be considered a vacant job and therefore shall not be posted.

15.10 Notice of Vacancies

All vacancies or newly created positions for contracts of over forty-five (45) calendar days will be posted (in locations agreed to by the parties) immediately upon the creation of the vacancy for a period of at least five (5) full working days prior to the filling of a vacancy.

Job posting must show the actual wage rate and any other benefits and/or premiums.

15.11 Posting For Vacancies

Employees desiring consideration in the filling of a vacancy shall signify their desire by:

- a) Attending at the office of the Company and signing a posting book maintained by the Company for this purpose; or
- b) By sending a letter to the Company by registered mail, email or facsimile. To be effective, the letter must be received before the expiry of the posting period.

15.12 Method of Filling Vacancies

- a) Seniority shall prevail provided the employee has the necessary qualifications posted for the vacancy. If an applicant is not awarded the position, the applicant and the Union shall be provided with the reasons thereof to demonstrate that the decision was not discriminatory, arbitrary or made in bad faith.

Note: Shift vacancies that occur because of employees exercising their rights under this clause will only be back-filled twice.

ARTICLE 16 - LAYOFF AND RECALL

16.01 Layoff and Recall

- a) When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all regular full-time employees are working.
- b) In the event of layoffs, Part-time employees will be laid off prior to Full-time employees.
- c) Layoff and recall shall be on a last off, first called back basis.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Union Leave

- a) The Employer shall allow time off work, with pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. Any such requests must be made at least seven (7) days in advance. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting. During such leave, the employee's regular lost wages will be paid by the Company and charged to Local Lodge 2413. The Union will provide the Company with the respective time clearance request and will reimburse the Company by month end.
- b) During such authorized Leave of Absence, an employee shall retain and accrue seniority.
- c) An employee who goes to work for the Union, which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the Company for a period of up to four (4)

years. Such Leave will not be unduly withheld, and when granted, the Company will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. Upon application by the Union Member through the Union, thirty (30) calendar days prior to the expiration of the leave of absence, the Company will grant a further leave of absence of four (4) years. This leave will only be granted for one (1) employee per term of the collective agreement.

17.02 **Leave of Absence Without Pay**

- a) When the requirements of the Company's service will permit, any employee hereunder upon written application to the Company with a copy to the Union, may, if approved by the Company be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of up to thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.

Note: Accrued vacation time must be exhausted prior to the start of a leave of absence.

- b) Employees must file a request in writing for Leave of

Absence, at least fourteen (14) days in advance, and the Company must reply in writing to the said Leave of Absence within seven (7) days of the request. Any employee approved for a leave of absence in excess of thirty (30) days may be required to return any or all items issued to them for work purposes.

- c) An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work.
- d) Such Leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by the Company in writing, with a copy to the Union, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Company and the Union or uses an authorized leave of absence for a purpose other than that for which it was granted, shall forfeit his/her seniority rights

and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Company.

17.03 **Bereavement Leave**

- a) The Employer will grant upon request up to three (3) days Leave of Absence with pay in the event of death in the immediate family, as per the CLC II, which will be defined as the following: The employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides and one (1) day Leave of Absence with pay, event of death in the extended family (mother-in-law, father-in-law, brother-in-law & sister-in-law),

provided the days fall on a regularly scheduled work day of the employee.

- b) "Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.
- c) Proof of death may be required, if requested by management. The Company will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.

17.04 **Leave of Absence Without Pay – Other Reasons**

- a) Jury Duty - 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. An employee who is called for jury duty

shall provide the Company with the jury notice within seven (7) days in advance of the scheduled court date. Once an employee is released from jury duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. The employee must be returned to his regular assignment that he/she was on prior to being summoned, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.

- b) In the event an employee is subpoenaed to attend court on his/her day off, on Company related business only, the Company will reschedule that employee's shift.
- c) Maternity and Parental Leave - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Company four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Company upon expiration of the Leave, the employee shall notify the Company not less than 2 weeks prior to her return. The

Company shall reinstate her to her former position at not less than the same wages and benefits.

- d) Special Medical Leave - When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of two (2) hours. Failure to comply may result in disciplinary action.

17.05 Employees must keep the Company notified of their correct address and phone number at all times.

ARTICLE 18 - HOURS OF WORK & MEAL BREAKS

18.01 The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.

18.02 It is understood and agreed that full-time employees will work an average of eighty (80) hours in a two (2) week period, comprised of eight (8), ten (10) or twelve (12) hours per day. The regularly scheduled hours of work shall not be less than eight (8) hours per day.

- 18.03 The Company may establish a work week consisting of four (4) ten (10) hour days with three (3) consecutive days off, or, three (3) twelve (12) hour days with four (4) consecutive days off.
- 18.04 A normal work week shall be defined as forty (40) scheduled hours in five (5) or less days two (2) days off. Where an employee works three (3) twelve (12) hour shifts, a normal work week will be defined as a minimum of thirty-six (36) hour work week and seventy-two (72) hours in a two (2) week period.

There shall be no split shifts with the exception of Airside.

- 18.05 Full time employees who successfully bid and report for work on their regular scheduled work day will be guaranteed a minimum four (4) hours pay unless the employee volunteers to leave early, or operations are impacted by an Act of God.
- 18.06 It is not the intent of the Company to reduce full-time positions in favour of part-time positions nor is it the intent of the Company to reduce full-time or part-time positions in favour of casual positions, except to accommodate scheduling and operational requirements

as defined in the Collective Agreement.

18.07 The Company shall have the right to revise shifts by not more than two (2) hours at any time to meet airline scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Company will endeavour to accomplish this on a volunteer basis in order of seniority. If there are insufficient volunteers from the effected shifts the revised shifts will be assigned in reverse order of seniority. The Company will provide a minimum of seven (7) days notice to the affected employees.

18.08 When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day wages for the day of the accident.

18.09 Employees will be given a minimum of eight (8) hours free from duty between shifts.

18.10 Meal and Coffee breaks will be as follows:

- a) Employees on eight (8) and ten (10) hour shifts shall be entitled to take paid coffee and meal breaks totalling one (1) hour per shift. These breaks can be

taken as either fifteen (15) minutes, twenty (20) minutes or thirty (30) minutes at a time or as a one (1) hour break at the choice of the employee and subject to operational requirements.

- b) For employees on twelve (12) hour shifts there shall be an additional fifteen (15) minutes paid break time.
- c) A part-time employee, who works more than four and one half (4½) hours per day is entitled to a thirty (30)-minute paid meal.
- d) A part-time employee who works more than four and one-half (4½) hours per day is entitled to a thirty (30) minute paid meal break plus a fifteen (15) minute paid break for each two (2) hours worked before and/or beyond the meal break.
- e) Employees working overtime shall receive a fifteen (15) minute paid break for the first two (2) hours of overtime, and if more than four (4) hours is worked, a thirty (30) minute paid meal break at mutually agreeable times. In addition, the employee shall receive an additional fifteen (15) minute paid break for each additional two (2) hours worked after the

meal break.

ARTICLE 19 - OVERTIME

- 19.01 Overtime is calculated based on the work week and will be paid at a rate of one and one-half (1 1/2) times the employee's regular rate of pay for all approved hours in excess of forty hours (40) per week.
- 19.02 For purposes of calculating overtime for all employees, regardless of the hours worked during a defined “normal work week”, overtime will only be payable on hours worked greater than forty (40) hours in a week.
- 19.03 Overtime will be paid in minimum fifteen (15) minute increments.
- 19.04 The Company may require employees to stay beyond the end of their regular shift. Such operational overtime will be offered in seniority order to all employees on shift. If there are insufficient volunteers, employees may be forced to work the overtime in reverse order of seniority. Operational overtime required before the start of a shift will be offered in order of seniority on a voluntary basis.
- 19.05 All employees may be required to work overtime on a

day off all of which shall be voluntary, by classification and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.

- 19.06 When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable rate of pay.
- 19.07 If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked.

ARTICLE 20 - PERMANENT PART-TIME EMPLOYEES

- 20.01 Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work not less than twenty (20) scheduled hours per week, and not more than thirty-two (32) scheduled hours per week, except during periods of training.
- 20.02 Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.

- 20.03 A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- 20.04 Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- 20.05 Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. Operational overtime will be offered in order of seniority to full time employees prior to being offered to part-time employees.
- 20.06 Bidding process: Will be as outlined for full-time.

Additional full time positions will be posted as they become available and will be awarded to part time employees in order of seniority.

- 20.07 The Company will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Seniority (date of hire) will be the deciding factor as to who would move to Part-time should positions be available. Should Full-time employees choose to go to Part-time, they will maintain their overall seniority for a period of one hundred and

eighty (180) days. If after one hundred and eighty (180) days, they choose to remain as permanent part-time, they will maintain their overall seniority. Should they choose to return to full time status at a later date, they will be placed at the bottom of the full-time seniority list when an opening occurs in full-time.

Employees wishing to use this clause to return to full-time must notify the Company and the Union in writing prior to the expiration of the one hundred and eighty (180) day period. Employees changing classification between full-time and part-time will not be permitted to switch again for a period of six (6) months.

ARTICLE 21 - CASUAL EMPLOYEES

21.01 A Casual employee will be offered work on an ad hoc basis, to cover the following:

- a) Illness and injury
- b) Periodic training requirements
- c) Cover shifts not covered by Full-time or Permanent Part-time employees, or

d) Covering contingency staff requirements arising out of irregular operational situations.

21.02 Casual employees will be held on a separate list.

21.03 There is a requirement that Casuals will be available for work on a regular basis. Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employee's availability to work. Frequent unavailability may result in discipline, up to and including termination.

21.04 Vacation pay will be given as per the Canada Labour Code.

21.05 The following clauses in the Collective Agreement do not apply to the Casual Employees:

a) Article No. 23 - Vacations

b) Article No. 15.01 - Seniority

c) Article No. 32 - Benefits and Insurance Plans

ARTICLE 22 GENERAL HOLIDAYS

22.01 The following and all additional days as may be declared by the Federal Governments shall be recognized as General Holidays:

New Years Day	Victoria Day
Good Friday	Civic Day
Canada Day	Thanksgiving Day
Labour Day	Christmas Day
Remembrance Day	Boxing Day
Family Day	

22.02 Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day on payroll. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.

22.03 Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least

fifteen (15) of the thirty (30) days immediately before that specific General Holiday.

- 22.04 In addition to 22.02 and 22.03 above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid at a rate of time and one half (1 1/2) times their regular rate of pay for all hours worked, on the General Holiday.
- 22.05 In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 12:01 and 12:00 midnight, shall be considered as worked on a General Holidays for each individual employee.

ARTICLE 23 - ANNUAL VACATION

- 23.01 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
- 23.02 In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of April 1 of the year following the first year

of employment through to March 31 of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in portion of the year worked.

23.03 Employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation.

23.04 Employees who have previously completed or subsequently completed five (5) years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

23.05 Employees who have previously completed or subsequently completed eight (8) years continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

23.06 Employees who have previously completed or

subsequently completed thirteen (13) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

23.07 Employees who have previously completed or subsequently completed eighteen (18) years continuous service and thereafter, as an employee shall receive six (6) weeks vacation at twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

23.08 Employees will not be called out to work during their schedule week(s) of vacation. The vacation week shall be considered seven consecutive (7) days to coincide with the calendar week as defined in Article 18.01.

23.09 Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay at the end of their vacation period, in lieu of said General Holiday. Vacation lists will be posted quarterly, and employees shall select their choice of vacation in order of seniority.

a) For the vacation period of January 1 to March 31, the

deadline for submissions is November 1 and the approved list being posted no later than November 15.

- b) For the vacation period of April 1 to June 30, the deadline for submissions is February 1 and the approved list being posted no later than February 15.
- c) For the vacation period of July 1 to September 30, the deadline for submissions is May 1 and the approved list being posted no later than May 15.
- d) For the vacation period of October 1 to December 31, the deadline for submissions is August 1 and the approved list being posted no later than August 15.

A Union Steward will assist in the construction of the vacation schedule.

23.10 Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two weeks written notice to the Company providing there are designated slots, still available.

23.11 The following classifications will be recognized as separate groups for determining allocation of vacation:

- a) DA
- b) Airside
- c) Access Control
- d) Airside Access Control

23.12 Employees shall select vacation time in accordance with their seniority, subject however to the Company's right to limit the number of employees who may take vacations in any given week due to operational requirements.

23.13 Annual vacation will be taken within the calendar year.

23.14 Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time.

23.15 In the event that an employee leaves the employ of the Company before he/she is entitled to two (2) week's vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Company.

23.16 In the event of an employee leaving the employ of the Company after he has had his vacation he earned for the previous year, he/she shall receive four percent

(4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve (12%) as the case may be, of his/her pay for the year in which he ends his /her employment for which no vacation has been paid.

23.17 Company shall pay vacation pay through pay roll deposit on the regular payday as if the employee had worked. Or the employee may request vacation pay be paid on the regular payday immediately proceeding the commencement of the vacation, with four (4) weeks written notice to the Company prior to such payday.

23.18 The Company shall furnish the employee with a statement showing the period for which the employee is receiving his/her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.

ARTICLE 24 - UNIFORMS

24.01 All uniforms, when supplied by the Company, shall be without cost to the employee and includes:

Full Time:
4 Shirts

Part Time & Casual:
2 Shirts

2 Pairs of Pants	2 Pairs of Pants
1 Tie	1 Tie
1 Windbreaker	1 Windbreaker
1 Winter Jacket (as required)	1 Winter Jacket (as required)
1 Toque (as required)	1 Toque (as required)
1 Set of Raingear (as required)	1 Set of Raingear (asrequired)
1 Sweater (as required)	1 Sweater (as required)
1 Safety Vest (as required)	1 Safety Vest (as required)
1 Parka (as required)	1 Parka (as required)
Hearing Protection (as required)	Hearing Protection (as required)

All uniforms shall be replaced on an as needed basis.

24.02 Upon termination of employment, the employee is required to return all pieces of the uniform issued by the Company within seven (7) days of the termination date, failing which the Company shall deduct the cost of any uniform items not returned from the employee's final pay. The Company will provide the employee and the Union with a listing of the costs associated to the uniform items supplied.

24.03 Employees will be issued with uniforms having a

reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alteration.

- 24.04 The Company will reimburse up to one hundred dollars (\$100.00) for CSA approved safety boots (If required as per the Joint Health and Safety Committee) after twelve (12) months of employment with the presentation of a valid receipt of purchase and shall reimburse up to one hundred dollars (\$100.00 every twenty-four (24) months thereafter with the presentation of a valid receipt of purchase.

ARTICLE 25 - PAY DAY AND PAY STATEMENTS

- 25.01 All employees covered by this Agreement shall be paid on a definite biweekly basis (every second Thursday), and dates will not be altered without consent of the Union except when a regular pay day conflicts with a holiday.
- 25.02 The Company shall provide every employee covered by this Agreement with a separate or detachable written, electronic or printed itemized statement in respect of all wage payments made to such employee.

Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

- 25.03 Payment of wages will be made by direct deposit to the employee's bank account. The employee is responsible for notifying the Company of any change to their banking information. The Company will not be held liable for any costs incurred by the employee as a result of the employee's failure to provide the employer with current banking information in a timely manner.
- 25.04 Any error in payroll calculation by the Company, of fifty dollars (\$50.00) or more, shall be paid to the employee within three (3) business days, exclusive of Saturdays, Sundays and General Holidays of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full.

ARTICLE 26 - BONDING & CONDITIONS OF EMPLOYMENT

- 26.01 If at any time the Company requires any employee hereunder to be bonded, it is agreed that the Company shall then request the employee to fill in an application

to a recognized bonding firm, selected by the Company. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond.

26.02 All employees covered by this agreement are required to be licensed under the *Private Security and Investigative Services Act, 2005*. It is the sole responsibility of the employee to ensure that their license is current and valid at all times. The employee will ensure that the Company is provided with a copy of their current and valid license.

26.03 In the event that an employee is unable to obtain a current and valid security guard license or fails to provide the Company with a copy of current and valid security guard license, the Employee will be suspended without pay until such time that the employee is able to obtain and produce a current and valid security guard license. This period of suspension shall not exceed three (3) months. In the event that an employee is unable to obtain and produce a current and valid security guard license for period of three (3) months, seniority will cease and employment shall be terminated.

- 26.04 The Company shall reimburse the full cost of security guard licenses required under the *Private Security and Investigative Services Act, 2005* upon renewal for full-time and part-time employees on a bi-weekly basis.
- 26.05 All employees must be able to acquire and possess a valid Restricted Area Identification Card (RAIC) at all times while in the employ of the Company. If for any reason an employee does not, or is unable to possess a RAIC such as but not limited to loss, expiration, suspension or revocation the Company shall not be held responsible for any loss of wages as a result. The employee will be responsible for any and all costs resulting from the replacement of a previously issued RAIC.

This article is subject to the grievance procedure but limited to the jurisdiction of the Company.

Note: 26.02 shall apply to any other identification access cards, key cards, keys or similar equipment issued to an employee by either the employer or respective authority.

- 26.06 It is understood that employees must maintain a clear criminal record and as such must report any criminal

charge or conviction to the Company immediately. Upon request of the Company the employee shall be required to provide written authorization for the Company to obtain a police background check.

ARTICLE 27 - SEPERATION OF EMPLOYMENT

- 27.01 If an employee is terminated, discharged, or resigns, he shall receive his final pay cheque including all monies owing to him, subject to Article 24.02 by his next regular payday.
- 27.02 The Company shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) days, for any reason, within seven (7) days of the last day worked or terminated.
- 27.03 Where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to him/her by the Company, in good condition notwithstanding normal wear and tear, the Company may require such employee to pay for any item(s) wilfully destroyed, mutilated or not returned, any such costs will be deducted from the employees final pay.

ARTICLE 28 - INSPECTION PRIVILEGES

28.01 Authorized agents of the Union shall, after requesting permission which shall not be unduly denied by the Company, have access to the establishment(s) where employees of the Company are employed, during working hours, and for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the working schedule.

ARTICLE 29 - RE-CERTIFICATION EVALUATIONS, EXTRA SKILLS OR REQUIREMENTS

29.01 When the Company requires any employee to take a First Aid course, or a course of any other type, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at the straight time rate of pay.

ARTICLE 30 - PARKING ALLOWANCE

30.01 The Company shall pay one hundred percent (100%) of the cost of staff parking for the current employee as of January 31st, 2018. For all employee hired after January 31, 2018, the Company will share parking cost

at 50%/50% with the employee.

30.02 It is understood that the parking pass provided shall be used for the sole purpose of business related to the Company.

30.03 The employee is responsible for payment of any costs resulting from loss or damage to the parking pass issued to the employee.

ARTICLE 31 - COMPENSATION COVERAGE

31.01 The Company shall provide coverage to all employees for injury on the job under the Workers' Compensation Act of the Province of Ontario, or under an Insured Plan which provides coverage of compensation equal thereto.

ARTICLE 32 - BENEFITS AND INSURANCE PLANS

32.01 The Company shall provide the IAM&AW Health and Welfare Plan, to all Full-time and Part-time employees who are members of the Union, and eligible dependants coming under the jurisdiction of this Agreement.

32.02 Any Full-time or Permanent Part-time employee who

is a member of the Union and who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.

- 32.03 It will be the responsibility of the Company to make premium remittances on behalf of all eligible employees, as outlined in Articles 32.01 and 32.02, on a monthly basis.
- 32.04 Failure by the Company to forward completed forms and/or to remit premiums to the Benefit Administrator, by no later than the tenth (10th) day of each month, will cause the Company to be liable for the claim arising thereof.
- 32.05 It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.
- 32.06 The Company shall remit the premiums to the Administrator as designated by the IAM&AW. It shall be the Benefit Administrators responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.

32.07 The cost of the Health and Welfare Plan will be paid for by the Company.

a) For full-time employees:

1) Effective February 1st, 2018, the cost of the Plan, will be two hundred and seventy dollars (\$270.00) plus applicable taxes, per employee, per month.

b) For part-time employees:

1) Effective February 1st, 2018, the cost of the Plan, will be one hundred and thirty five dollars (\$135.00) plus applicable taxes, per employee, per month

32.08 The Company will continue to cover employees who are off ill, or on Compensation, for a maximum of six (6) months from date of illness or injury unless there is longer requirement provided for by applicable legislation. After six (6) months, the employee will have the option to continue paying their own premiums through the Company.

32.09 The Company will pay for all doctors' notes when

requested by the Company.

32.10 Sick days shall be provided as follows:

- a) The Company shall provide five (5) sick days per annum.
- b) Employees hired after January 1 in any year will for that year accumulate sick days at the rate of 1 day for 2.4 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. The Company can demand medical certificates from the employee at the Company's expense. 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.
- c) 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 of pay for their normal work day, such payment to be made by February 28.

ARTICLE 33 - RATES OF PAY

33.01 In this Article,

- (a) “client contract” means a contract between the Employer and a client for the provisions of services to the client;

- (b) “actual wage rate” means a regular hourly wage which is in fact paid by the Employer to an individual employee in accordance with the Agreement.

33.02 Unless otherwise provided for in this agreement, the minimum basic wage rate payable to employees shall be, except for client dictated sites:

Airside, Access Control and Airside Access Control

Date	Feb. 1, 2018	Oct. 1, 2019	Oct. 1, 2020
Airside, Access Control and Airside Access Control	Current rate + 1.5%	Current rate + 2% (including living cost increase)	Current rate + 2% (including living cost increase)

DA

Date	Feb. 1, 2018	Oct. 1, 2019	Oct. 1, 2020
DA	Airside, Access Control and Airside Access Control + \$2 per hour	Airside, Access Control and Airside Access Control + \$2 per hour	Airside, Access Control and Airside Access Control + \$2 per hour

- 33.03 Notwithstanding anything to the contrary herein, casual employees shall receive the minimum basic wage referred to herein irrespective of where the casual employee is assigned subject to the Company's right to increase the actual wage rate paid to the casual employee on a contract by contract or site by site basis in accordance with the Company's rights contained in Article 33.04 (client dictated wages) and 33.09 (recruitment purposes rate).
- 33.04 In the event that a client contract provides for wage rates greater than the minimum basic wage rates, the wage rates payable by the Employer shall be the wage rate set out in the client contract.
- 33.05 The Company and the Union acknowledge that it is in the best interest of both parties to retain clients and the

positions at those client sites. The Company and the Union therefore agree that when the potential loss of a client site arises, the parties will meet to attempt to negotiate a solution to retaining the client.

- 33.06 The above wage increases will come into effect at the beginning of the pay period closest to the stipulated date.
- 33.07 Notwithstanding Article 33.02, where a vacancy exists, it will be posted and filled at the minimum basic wage rate or minimum client dictated rate, as the case may be. Where a vacancy is not filled internally in accordance with Article 15, the Company may hire a new employee who shall be paid in accordance with Article 33.02 subject to the circumstances provided for under article 33.09.
- 33.08 In the event that a client contract provides for wage increases, the wage increases in the client contract shall prevail and the increases provided by Article 33.02 shall not apply. Twelve (12) months shall be used as a reference period for the purposes of wage increases provided in a client contract to those provided for in the Article 33.02.

- 33.09 Where it becomes necessary to increase a wage set out in this Agreement for recruitment purposes, or should the applicable minimum wage legislation increase to an amount in excess of the wages described above, the parties agree to meet to discuss the above basic wage rate.
- 33.10 The Company shall pay \$1.00 per hour in addition to the wages noted above where the use a personal vehicle is required and authorized by the Company for the performance of employment duties.

ARTICLE - 34 MISCELLANEOUS

- 34.01 The parties agree to equally share the costs for printing the renewed Collective Agreement.
- 34.02 The Company will provide a clean and adequate lunchroom for its employees. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition after use.

ARTICLE 35 - RENEWAL, AMENDMENT & TERMINATION

- 35.01 This Agreement shall be in full force and effect from and including February 1st, 2018 up to and including

January 31st, 2021 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

35.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Company shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or Implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

35.03 The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Company.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement the day and year as below.

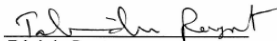
Agreement ratified: DATED at Mississauga this 26th day of September 2018.

Garda Canada Security Corporation

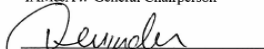
**International Association of Machinists and Aerospace Workers,
Transportation District 140
& Local Lodge 2413**



Giacomo Roda
Account Manager - Airport


An Ly
HR Advisor
Emilie Albert Marin
Lawyer, Employment Law

Talwinder Rayat
IAM&AW General Chairperson


Devinder Singh
Chief Shop Steward
Manjit Samra
Negotiations Committee Member
Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 1

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**
AND: IAM&AW
**RE: JOINT LABOUR/MANAGEMENT
CONSULTATION MEETINGS**

Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee

to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

The parties agree to have monthly labour relations meetings with the Shop Committee on Company time, will be paid at the straight time wage rate. The necessity for such meeting shall be identified by either party submitting an agenda of matters to be discussed. The General Chairperson of District 140 may be present at the meeting with the Company

2. Structure of Committee:

For the Company

Division Management

Guests

For the Union

All Division Stewards

Guests

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized

except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by

referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Management. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

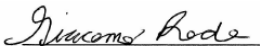
7. Chair Responsibility:

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

Signed this 26th day of September, 2018.

**Garda Canada Security
Corporation**

**International Association of
Machinists and Aerospace
Workers,
Transportation District 140
& Local Lodge 2413**



Giacomo Roda
Account Manager - Airport



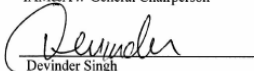
An Ly
HR Advisor




Emilie Albert Marin
Lawyer, Employment Law




Talwinder Rayat
IAM&AW General Chairperson



Devinder Singh
Chief Shop Steward



Manjit Samra
Negotiations Committee Member



Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 2

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

RE: SHIFT TRADE/SWITCH PROCEDURES

The Parties hereto agree to the following:

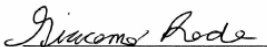
- a) Shift trades must be completed on the form supplied, legible and in full.
- b) Shift trades must be completed within a single pay period.
- c) Shifts may only be traded between employees with the same qualifications.
- d) Shift trades will be accepted up to seventy-two (72) hours prior to the start of the shift.
- e) Urgent exceptions maybe approved on a case-by-case basis by SDMs.
- f) Both parties must sign the shift trade form.

- g) Both parties must ensure that the shift trade has been approved by an SDM.
- h) Shift Trades are paid at straight time and do not count toward weekly overtime calculation.
- i) Shift trades can not be combined with other trades. i.e. no three-way or more trades.
- j) An employee may not combine shift trades with their regular schedule if the combination exceeds more than seven (7) consecutive days without a day off.
- k) Shift trades are intended to help employees have flexibility to deal with short-term schedule demands. They cannot be used to create extended periods where the employee is away from work.
- l) Failure to comply with the proper shift trade procedures may result in a loss of shift trade privileges for the employee concerned for sixty (60) days.

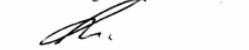
Signed this 26th day of September 26th , 2018.

**Garda Canada Security
Corporation**


**International Association of
Machinists and Aerospace
Workers,
Transportation District 140
& Local Lodge 2413**



Giacomo Roda
Account Manager - Airport



An Ly
HR Advisor



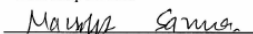
Emilie Albert Marin
Lawyer, Employment Law



Talwinder Rayat
IAM&AW General Chairperson



Devinder Singh
Chief Shop Steward



Manjit Samra
Negotiations Committee Member



Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 3

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

RE: EMPLOYMENT LETTERS

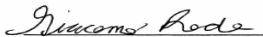
The Parties hereto agree to the following:

The Employer agrees to provide letters of employment when requested by the employee provided the requests are made in writing at least seven (7) days in advance, and are for a valid and verifiable reason.

Signed this 26th day of September, 2018.

**Garda Canada Security
Corporation**

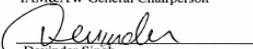
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Emilie Albert Marin
Lawyer, Employment Law


Talwinder Rayat
IAM&AW General Chairperson


Devinder Singh
Chief Shop Steward


Manjit Samra
Negotiations Committee Member


Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 4

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

RE: CLIENT DICTATED RATES

The Parties hereto agree to the following:

A client dictated wage is defined as a site where:

- a) pay rates are not less than the minimum wages established in the collective agreement; and,
- b) pay rates have been established by the client.

On client dictated sites, the Company will provide the Union, upon request and on a confidential basis, with documents required to verify the client-dictated rates.

The Company agrees that client dictated rates will not be reduced except in accordance with Article 33.05. In this event, the Company will disclose to the Union, in writing, the details of the circumstances.

Security officers receiving a client dictated wage rate will be

exempt from the increases in Article 33.02 as follows:

- a) If their rate of pay is equal to or greater than the wage set out in Article 33.02, and the client contract does not provide for an increase over the term of the contract. In such cases, the conditions will be noted on the job posting. (For clarity, client contracts paying less than the wage set out in 33.02, based on the appropriate classification, will be subject to at least the negotiated increase in Article 33.02.); OR
- b) If they have received an increase within the previous twelve (12) months; OR
- c) If the employee is scheduled to have an increase at the site where the client contract is renewed or has an increase built into the contract, within six months of the scheduled increase in Article 33.02, then this increase shall be paid to the employee at the time(s) stipulated in the client contract.

Signed this 26th day of September, 2018.

**Garda Canada Security
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**International Association of
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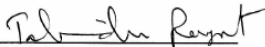
Giacomo Roda
Account Manager - Airport



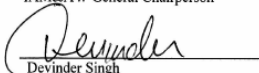
An Ly
HR Advisor



Emilie Albert Marin
Lawyer, Employment Law



Talwinder Rayat
IAM&AW General Chairperson



Devinder Singh
Chief Shop Steward



Manjit Samra
Negotiations Committee Member



Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 5

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

**RE: CLASSIFICATION/DEPARTMENT BID -
RATIFICATION**

Without prejudice and pursuant to Article 18, both parties agree to the following amendment:

- a) Within ninety (90) days of ratification, one (1) time outside of the regularly scheduled “shift bid”, as per Article 18, there will be a review and bid for all positions in the following departments:
 - i) Access Control
 - ii) Airdie Access Control
 - iii) DA

- b) The bid committee will discuss for each of the departments “Relief Positions”. A final determination will be made by the Company, based on the discussions from the committee, the total number of “Relief Positions” for each department. All “Relief Positions” will be included in the “Departmental Bid” and posted

with the requirements, which may include the need for special permits and/or licenses.

Bid Process:

- i) All jobs will be posted for the classification/department, indicating hours of work, days and job requirements.
- ii) Employees currently assigned within the department will be given first opportunity to bid within the department they are currently assigned. The current “departmental seniority” will be the governing factor to deciding to whom the position should be granted, if more than one employee within the department bid on the same position.
- iii) Any jobs remaining vacant after the completion of departmental bid, outlined in i) and ii) above, will be made available to all employees in the remaining departments.
- iv) For purposes of seniority for employees bidding on a position “outside of their department” the employees length of service will be used as the “seniority date”. The “seniority date” will be the governing factor in deciding to whom the position should be granted, if

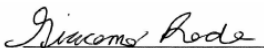
more than one employee bid on the same position, from outside the department, to which the posting belongs.

- v) Without prejudice and outside of Article 18, upon completion of the bid process associated with the ratification, one time only, all current “Department Seniority” date will carry to the new department.


Signed this 26th day of September, 2018.

**Garda Canada Security
Corporation**

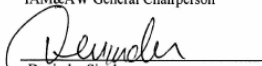
**International Association of
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Transportation District 140
& Local Lodge 2413**



Giacomo Roda
Account Manager - Airport


An Ly
HR Advisor
Emilie Albert Marin
Lawyer, Employment Law

Talwinder Rayat
IAM&AW General Chairperson


Devinder Singh
Chief Shop Steward
Manjit Samra
Negotiations Committee Member
Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 6

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

**RE: Airside Classification/Department Bid -
RATIFICATION**

Without prejudice and pursuant to Article 18, both parties agree to the following amendment:

- a) Within ninety (90) days of ratification, one (1) time outside of the regularly scheduled “shift bid”, as per Article 18, there will be a review and bid for the Airside department.
- b) At the appropriate time, the Airside shift bid will occur once annually.
- c) As per Article 18, the Airside department will be excluded from no split shifts.
- d) The bid committee will discuss “Relief Positions”. A final determination will be made by the Company, based on the discussions from the committee, the total number of “Relief Positions” for Airside. All “Relief

Positions” will be included in the “Departmental Bid” and posted with the requirements, which may include the need for special permits and/or licenses.

Bid Process:

- i) All jobs will be posted for the classification/department, indicating hours of work, days and job requirements.
- ii) Employees currently assigned within the department will be given first opportunity to bid within the department they are currently assigned. The current “departmental seniority” will be the governing factor to deciding to whom the position should be granted, if more than one employee within the department bid on the same position.
- iii) Any jobs remaining vacant after the completion of departmental bid, outlined in i) and ii) above, will be made available to all employees in the remaining departments.
- iv) For purposes of seniority for employees bidding on a position “outside of their department” the employees length of service will be used as the “seniority date”. The “seniority date” will be the governing factor in

deciding to whom the position should be granted, if more than one employee bid on the same position, from outside the department, to which the posting belongs.

- v) Without prejudice and outside of Article 18, upon completion of the bid process associated with the ratification, one time only, all current “Department Seniority” date will carry to the new department.

Signed this 26th day of September, 2018.

**Garda Canada Security
Corporation**

**International Association of
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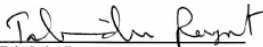
Giacomo Roda
Account Manager - Airport



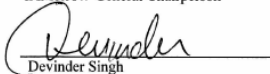
An Ly
HR Advisor



Emilie Albert Marin
Lawyer, Employment Law



Talwinder Rayat
IAM&AW General Chairperson



Devinder Singh
Chief Shop Steward



Manjit Samra
Negotiations Committee Member



Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 7

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

RE: JOB POSTINGS

Without prejudice and pursuant to Article 15, both parties agree to the following amendment:

- a) When a classification/department has a vacancy of over forty-five (45) days the Company shall post the vacancy on the bulletin board located in the office by 12pm every Tuesday.
- b) Employees desiring consideration for the vacancy must be in the department and must apply in writing within five (5) consecutive days of such posting.
- c) The posting will close on the 5th day at 12pm and will be filled within five (5) days of the posting being closed in accordance with “classification/departmental seniority”
- d) If the job remains vacant after the 5th day of the posting being open it will become available for

consideration to other classifications/departments and remain open for an additional five (5) days.

- e) For purposes of seniority for employees posting on positions “outside of their classification/department” the employee’s length of service will be used as the “seniority date”. The “seniority date,” provided the employee has the qualifications will be the governing factor to deciding to whom the position should be awarded, if more than one employee post on the same position, from outside the department, to which the posting belongs. Once an employee is awarded the posting they will transfer to the bottom of the “department seniority” list.

- f) The job posting procedure provided shall apply only to the original vacancy and the subsequent vacancy created by the filling of the original vacancy.

The following process shall be followed when a department has a vacancy

- i) All vacancies shall be posted within the office on the bulletin board. The vacancy will identify the days of the week, available hours and job duties

- ii) Employees can apply for the vacancy in person or by proxy (Union Steward)
- iii) The Company will post all successful candidates and provide a copy of the awarded posting to the Union Representative


Temporary Assignments

- a) A vacancy covering a maternity leave, medical leave or LOA longer than forty-five (45) days will be posted. Once the employee on leave returns to the Company the employee relieving their position will return to their former bid shift.
- b) The job posting procedure provided shall apply only to the original vacancy and the subsequent vacancy will be filled by a casual until the temporary assignment ceases.

Signed this 26th of September, 2018.

**Garda Canada Security
Corporation**

**International Association of
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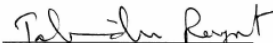
Giacomo Roda
Account Manager - Airport



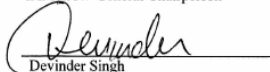
An Ly
HR Advisor



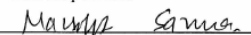
Emilie Albert Marin
Lawyer, Employment Law



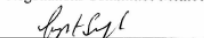
Talwinder Rayat
IAM&AW General Chairperson



Devinder Singh
Chief Shop Steward



Manjit Samra
Negotiations Committee Member



Gurjit Singh
Negotiations Committee Member

LETTER OF UNDERSTANDING 8

**BETWEEN: GARDA CANADA SECURITY
CORPORATION**

AND: IAM&AW

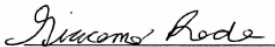
RE: ADDITIONAL PERMITS

- a) The Company will post signup sheets for DA training as needed. Based on the availability of spots the top three (3) senior employees who signed up will be trained at the next available training session.
- b) Once trained, employees as needed will be provided opportunities to spot fill in the DA classification.
- c) Once employees are trained in the DA classification it is required they maintain employment with the company for a minimum period of one (1) year to offset training costs. If employees exit the company on their own accord prior to the 1 (one) year mark they may be required to reimburse the company for the training costs.

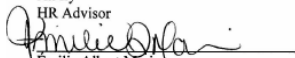
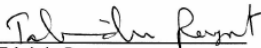
Signed this 26th day of September, 2018.

**Garda Canada Security
Corporation**

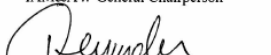
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