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Agreement

Between:

AEROGUARD INC.

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AUG 7 2020

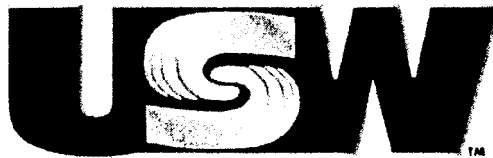
Hereinafter called "the Employer"

and:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(United Steelworkers)**

Hereinafter called "the Union"

UNITED STEELWORKERS



LOCAL 6166

E.O.E

14062(01)

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - RECOGNITION AND JURISDICTION *

2.01 The Union is recognized as the sole and exclusive bargaining agent for all screeners employed by Aeroquard Inc., its assigns or successors, in Thompson, Manitoba, save and except those who have been excluded by virtue of the certification orders of the Canada Industrial Relations Board.

2.02 An employee awarded a position excluded from the bargaining unit shall be on probation for a period of thirty (30) workdays from the first day of leaving the Bargaining Unit. In the event that the employer or the employee determines (within the thirty day period) that the employee is not suited for the position he shall be allowed to return to the Bargaining unit. The Employer agrees to deduct union dues as contained in Article 5 of this agreement and to remit them to the Union should the employee return or be returned to the Bargaining Unit or returned to the employee should he remain outside of the Bargaining Unit after the ninety days. After the probation period an employee may return to a vacancy within the bargaining unit as a new employee.

An employee has the right to use this clause only once during the life of this agreement.

2.03 No employee shall be laid off because of sub-contracting.

2.04 The Employer agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this agreement or any statute of the Province of Manitoba and the Canada Labour Code (C.L.C.). Any such agreement will be null and void.

- 2.05 a)** This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Thompson Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.
- b)** It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- 2.06** The Employer shall not cause or direct any lockout of employees during the life of this agreement and neither the Union shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Employer.

ARTICLE 3 - DEFINITIONS

Wherever it is used throughout this Agreement, the term:

- 3.01** "Steward" shall mean any employee employed by the employer selected or otherwise appointed by the Union to represent employees.
- 3.02** "Employee" shall mean any person employed by the employer including any person on the recall list.
- 3.03** "Grievance" shall mean any dispute or difference between one or more employees and/or the Union on the one hand, and the Employer on the other, respecting terms or conditions of employment or the rights, privileges or duties of the employee or employees, the Union or the Employer, and, without restricting the generality of the foregoing, including any question of the interpretation, application, administration or alleged violation of, or alleged non-compliance with, any of the provisions of this Agreement or the Canada Labour Code.
- 3.04** "International Union" shall mean the United Steelworkers.

- 3.05** "Lay-off" shall mean a reduction in the total number of employees employed.
- 3.06** "Lock-out" is the closing of the place of employment or the suspension of work or the refusal by the Employer to continue to employ a number of his employees for the purpose of compelling or inducing his employees, or to aid another employer in compelling or inducing his employees, to refrain from exercising any rights or privileges under the Labour Relations Act.
- 3.07** "Length of service" shall mean the time actually worked in the employment of the Employer from last date of hire. Lay-off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holiday shall be considered time worked in computing length of service.
- 3.08** "Standard hourly rate" shall mean the hourly rate of pay, exclusive of all overtime and other premiums.
- 3.09** "Strike" shall mean:
- a) a cessation of work,
 - b) a refusal to work, or
 - c) a refusal to continue to work, by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Employer to agree to or alter terms or conditions of employment.
- 3.10** "Local Union" shall mean the United Steelworkers, Local 6166.
- 3.11** "Screeners" shall mean any employee of the Company employed for the purpose of screening.
- 3.12** "Place of employment" shall mean assigned work site.
- 3.13** "Pay period" shall mean the two **(2)** week period commencing on the day as agreed in negotiations and as outlined in a letter between the Parties which will remain in force for the term of this Agreement unless changed by mutual agreement.
- 3.14** For benefits purposes a "Full-time employee" shall mean an individual who is scheduled to work on a regular basis of thirty (30) hours or more per week.

- 3.15** For benefits purposes a “Part-Time employee” shall mean an employee who is scheduled to work zero to twenty-nine (0-29) hours per week.
- 3.16** “CATSA” shall mean the Canadian Air Transport Security Authority.
- 3.17** The Company shall supply a list of Full-time and Part-time employees to the union monthly for each airport.
- 3.18** “Point Leader” shall mean an employee whose duties include but are not limited to overseeing screening officers’ performance, mentoring, providing advice (i.e. Security Notices, CATSA Operations Bulletins), performing technology procedures, alarm resolution, on-job-training, ongoing and refresher training and promoting a team work approach. Evaluations concerning the above are to be completed to help promote/coach employees to excel in their position.
- 3.19** “Probationary employee” shall mean any employee who has not completed a probation period of 288 hours or 90 calendar days (the lesser of the two).
- 3.20** “spouse” includes ‘common law spouse’ and shall mean a couple who:
are married and live together; or
are living together as partners and who:
have been residing together for a period of six (6) months;
and are publicly represented as a couple.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes that it is the function of Management to manage the affairs of the business and to direct and schedule the working forces of the Employer.
- 4.02** Such management function shall be:
- a)** to maintain discipline of employees, including the right to make rules and regulations, provided, however, that any dispute involving claims of discrimination, inequity or unfairness against any employee is subject to the grievance procedure of this Agreement;
 - b)** to discharge, discipline or demote employees for just cause. To hire, transfer, promote and to assign employees to shifts, provided the seniority provisions of this Agreement are observed and provided demotion shall not be used as a disciplinary measure;
 - c)** to provide verbal and/or written coaching and mentoring of employees to ensure deficiencies are identified to the employee and provide an opportunity to correct deficiencies prior to implementing discipline as per the collective agreement Article 18. All verbal and/or written coaching and mentoring shall be removed from the employee's record twelve (12) months from the date of the incident.
- 4.03** The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.
- 4.04** Employees not covered by this agreement shall not do work normally done by the employees covered by this agreement except:
- a)** in cases of emergency;
 - b)** in cases of training of employees.

4.05 All employee workplace evaluations shall be submitted to the SDM/Line Point Leader. SDM/Line Point Leader will provide direction to employee concerning evaluation results. Employee workplace evaluations will not be used for disciplinary purposes.

ARTICLE 5 - UNION SECURITY

5.01 **Membership** - It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective his/her date of employment.

5.02 **Union Dues** - The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

5.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, Unit D, Box 34223, Vancouver, British Columbia, V6J 4N1, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115.

5.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

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

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

5.06 New Employees - At the hiring date of each new employee, the Employer shall give him a copy of the collective agreement and a brochure on group insurance. The employee will be given a one-half hour (%) orientation meeting with the Union. This meeting will be held at a time agreed to by the SDM/Line Point Leader and the Union.

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

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

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

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

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

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 6 - NO DISCRIMINATION

- 6.01** The Employer and the Union agree not to discriminate against any employee because of his race, language, belief, colour, sex, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other group prescribed by law.
- 6.02** The employer and the Union agree to abide by the provisions of the Canadian Human Rights code, which is incorporated herein by reference.
- 6.03** The Employer and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.
- 6.04** For the purposes of this article, "Sexual Harassment" includes:
- a)** Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - b)** Implied or expressed promise of reward for complying with a sexually oriented request; or
 - c)** Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - d)** Repeated sexually oriented remarks and/or behaviour, which may reasonably be perceived to create a negative psychological and/or emotional environment.
- 6.05** For the purpose of this clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Employer, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.
- 6.06** Where an alleged breach of article 6.01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure.

ARTICLE 7 - UNION REPRESENTATIVES

- 7.01** The Employer undertakes to receive, after prior notification, the Union's authorized representatives, delegates and officers, on appointment, to discuss and settle any current or future grievance concerning the interpretation and/or application of this agreement.
- 7.02** The Employer recognizes said union-authorized representatives, delegates and officers as the employee's official representatives to the Employer's representatives.
- 7.03** The Union shall notify the Employer, in writing, of the names of the authorized representatives, delegates and officers. The Employer need not recognize the Union-authorized representatives, delegates and officers unless this procedure has been followed.
- 7.04** The Employer will grant leaves of absence without pay to Union Representatives or to employees to attend Union meetings and conferences, conventions, and other Union functions under the following express conditions:
- a)** the Union must have made a written request to this effect stating the name(s) of the Union Representatives) for whom the leave is requested, along with the date and duration;
 - b)** such request must have been made at least five (5) days in advance except in cases of emergency; this time constraint will not apply for Article 9;
 - c)** a minimum of two (2) representatives per airport. One representative per fifty (50) members or part thereof will be permitted.
- 7.05** For the purpose of this article, the word "day" has the same meaning as "work shift".
- 7.06** In case of a grievance, a Union steward may, during working hours and without loss of salary, investigate and/or submit a grievance according to the grievance procedure provided herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.
- 7.07** An employee absent under article 7 shall continue to accumulate seniority and benefits during his absence.

7.08 The employer, upon twenty-four (24) hours prior notice, shall release the employees whose presence is required at an arbitration hearing; and employees appointed or elected by the union to attend bargaining sessions for the renewal of the agreement.

7.09 Payment while on Union leave - In the event that an employee is absent from work on approved leave of absence for Union business, the Employer agrees to continue the normal pay for any such employee and the Union agrees to reimburse the Employer within thirty (30) days of receipt of an invoice from the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 STEP 1

Whenever a grievance concerning the implementation or interpretation of the collective agreement arises, the employee alone or accompanied by his steward or the Union shall submit his grievance in writing to the operations manager or his designate within five (5) working days of the event that gave rise to the grievance. In the event of a layoff or recall, the time limit for filing a grievance is within thirty (30) working days of the occurrence giving rise to the grievance. The operations Manager or his designate shall render his decision in writing within five (5) working days of receipt of the grievance.

8.03 STEP 2

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

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

8.05 Group/Policy Grievance

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

8.06 In the event that a person who normally files grievances is not available within the time limits specified, the Employer and the union agree that the time limits for filing will be extended by mutual agreement until such time as the grievor can speak with such person.

ARTICLE 9 - ARBITRATION

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

9.02 The parties shall agree to submit the grievance to a sole arbitrator among the following persons: A. Blair Graham, QC, Paul S. Teskey and Gavin M. Wood. Grievances will be submitted to arbitrators in rotation. Should an arbitrator be unable to grant a hearing date within ninety (90) days of the request made to him, the grievance will be referred to the subsequent arbitrator on the list. Whenever a grievance is submitted to an arbitrator, the Union shall inform the Employer of the name of the arbitrator to whom the grievance has been referred. If the Employer notes that the rotation has not been respected, he must inform the Union within fifteen (15) working days of receipt of the aforementioned notice and the Union undertakes, in this case, to refer the grievance to the arbitrator to whom it should have been submitted. If none of the aforementioned arbitrators can act within the ninety (90) day time limit mentioned above, the parties shall endeavor to agree upon the choice of another arbitrator. Failing agreement, one or the other of the parties may apply to the Minister of Labour.

9.03 Powers of the Arbitrator:

The arbitrator is not empowered to change, modify or exclude any of the clauses of this agreement nor to substitute a new clause therein. He must only be concerned with the specific questions submitted.

9.04 In all disciplinary matters, the arbitrator may sustain, modify or reverse the Employer's decision, as the case may be, it may substitute in its place the decision that, in his opinion, appears to be fair and reasonable under the circumstances.

9.05 Arbitration fees:

Each party is responsible for its own fees incurred in relation to any grievance submitted to arbitration. **All** expenses incurred by the sole arbitrator process are shared equally between the two (2) parties herein.

9.06 The time limits may be extended through mutual agreement between the parties. Such agreement shall not be unreasonably withheld.

9.07 In the preparation of arbitration rosters, the parties agree to give priority to cases of suspension or dismissal.

ARTICLE 10 - HEALTH AND SAFETY

10.01 The Employer will take the necessary steps to ensure the employees' safety and to protect their health. **All** rights and privileges established under the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.

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

10.03 The Employer and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Employer to ensure safe, health and hygienic working conditions. Further the Employer and the Union recognize the need for constructive and meaningful consultations on health and safety

matters. Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies.

The Joint Health and Safety Committee shall consist of one (1) member selected by the Union to represent the Union members and one (1) member from Management. The Committee shall meet as required and in any event at least once per month. The time spent in meetings shall be paid at the regular straight time of the employees by the Employer.

10.04 The Employer shall supply the necessary means of protection determined with the Union. The employee must use the protective means supplied by the Employer.

10.05 An employee who sustains a work injury shall receive his full wages for the day on which the injury occurred. The employee, where necessary, shall be taken to a physician's office or to the hospital at the Employer's expense.

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

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

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

The Employer agrees that all employees subjected to ionizing radiation, such as that emitted by X-ray, may be required on occasion as determined by the Joint Health and Safety Committee (JHSC) to wear radiation dosimeters while at work to determine exposure level. The Employer recognizes that all monitoring, testing, evaluation, etc. shall be in compliance with standards and guidelines of Health Canada. Copies of all monitoring information and results shall be provided to the Joint Health and Safety Committee.

ARTICLE 11 - SENIORITY

11.01 Establishment and Accumulation of Seniority

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

Seniority will be based on first day worked, in the event of multiply hires on the same work day, a draw system will be implemented to determine seniority ranking.

Seniority shall be maintained and accumulated during:

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

11.02 Loss of Seniority

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

1. If the employee voluntarily quits, given in writing;
2. If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
3. If the employee is laid-off and fails to return to work within fifteen (15) working days after he/she has been notified to do so by the Employer. The Union recognizes the nature of the security business and in cases of emergency only, the Employer reserves the right to by pass this requirement, except in the case of a laid-off employee having to provide notice to terminate.
4. Any employee who accepts a promotion outside of the Bargaining Unit for a period in excess of thirty (30) days. An employee who returns to the Bargaining Unit prior to the expiration of the thirty (30) day period will pay all union dues that they would have paid as if they had remained in the Bargaining Unit.

11.03 Lay-offs

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

11.04 Recall

Recall following lay-off will be in reverse order of 11.03 above.

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

11.06 Seniority Lists

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

Point Leader seniority shall be based on the effective date of point leader certification. Placement on schedules shall be based on company seniority.

The company point leader seniority list will comprise of an employee list that identifies full time point leaders and alternate point leaders. Full time point leaders will be paid an hourly wage for hours worked. Alternate point leaders will be paid an hourly wage at a minimum increment of one half hour for time worked as point leader. All remaining hours worked by an alternate point leader will be paid at the applicable screening officer rate.

- b) Employees who accept the position of Point Leader may return to their original pre Point Leader position if an issue of a compelling nature arises and is mutually agreed to by management.

- 11.07 a)** In order of seniority an employee who is scheduled to work less than forty (40) hours per week will be given the opportunity to work forty (40) hours in the event of a vacancy and in order to maximize their hours up to the forty (40) hours per week on the basis of qualification, client agreement, and seniority, in the order given.
- b)** In order of seniority, the senior employee will be given the opportunity to maximize their hours up to the full time schedule of hours for his/her location.

11.08 Transfers

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

11.09 When a promotion occurs within the bargaining unit, the Employer shall take the following factors into account:

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

11.10 The Employer who lays-off an employee who has completed his probationary period is required to give the employee:

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

Except if the latter is dismissed for just cause.

11.11 The Employer and the Union will attempt to find suitable employment for an employee whose physical ability is reduced following an injury or illness on or off the job.

11.12 Vacant or newly created positions:

- a) The vacant or newly created position notice shall contain the following comments:
- Full-time or part-time position
 - Qualifications for this position
 - Hourly salary rate

The employees shall have ten (10) working days in which to inform the Employer of their application in writing.

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

ARTICLE 12 - UNIFORMS

- 12.01** The Employer shall supply, at its expense, the uniform that it requires its employees to wear. The Employer will be responsible for ensuring that the uniform fits properly through the uniform provider in a timely period. The employer will provide any necessary alterations cost to supplied uniforms. The employer and employee shall abide by CATSA Rules and Regulations when dealing with the distribution and maintenance of their uniforms.

Employees in the event of resignation or termination are required to return the outstanding controlled uniform items, airport RAP/RAIC and parking pass when they come in to their designated airport for their final cheque and Record of Employment.

ARTICLE 13 -WAGES

- 13.01** Wages shall be paid by direct deposit and every attempt will be made to provide the employee with their pay slip prior to the deposit.
- 13.02** Employees shall be paid at regular intervals not exceeding fourteen (14) days.
- 13.03** Employees shall receive their wages at a day agreed upon as per Article 3.13.
- 13.04** When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.
- 13.05** The Employer shall remit to the employee a pay slip with enough information to allow him/her to check the computation of his/her wage. This pay slip shall contain the following data, specifically;
1. The Employer's name
 2. The Employee's last and given name
 3. The Employee's classification
 4. The payment date and its corresponding work period
 5. The number of hours paid at the applicable rate during the hours of the regular work week
 6. The number of overtime hours paid at the applicable overtime rate
 7. The nature and amount of premiums, indemnities or allowances issued
 8. The wage rate
 9. The amount of gross wages
 10. The nature and amount of deductions made
 11. The amount of take-home pay

12. Accumulated vacation pay

13. Accumulated sick days

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

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

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

13.09 Except where seniority is being applied, an employee transferred to another task at the Employer's request shall be paid at the highest rate of his regular task or of the new task to which he is assigned, paid in half hour increments, whichever is greater (including point leader premium).

13.10 Any error in payroll calculation by the Employer, of eight (8) hours or more, shall be paid to the employee in the form of a payroll advance of 75% of the gross amount within seventy-two (72) hours (three (3) business days) of the error being brought to the Payroll Department. All pay adjustments will be explained in full and shown on the next pay period. Saturdays and Sundays are not included as a business day.

13.11 Employees will receive a Northern Allowance of one hundred dollars (\$100.00) per month minus appropriate deductions for the duration of the Collective Agreement and will take effect from and be retroactive to the date of Union Certification, after ratification of the agreement.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 a)** The standard workweek for an employee covered by this Agreement are seven (7) consecutive days starting on Monday.
- b)** The standard shift of an employee scheduled to work eight (8) hours shall be eight (8) hours including lunch and rest breaks, unless scheduled hours exceed the standard and are agreed to by the Union scheduling committee.
- 14.02 a)** Hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of 1½ times the standard hourly wage unless scheduled hours exceed the standard and are agreed to by the Union scheduling committee.
- b)** A regular employee will not work more than seven (7) consecutive days, whether included in the same week or not, failing which, as of the eighth (8th) day she/he will be paid at the rate 150% of her/his hourly rate.
- c)** Employees who absent themselves for reasons of illness during their regularly scheduled seven day schedule will not be paid overtime should they report to work to fill a vacancy on their regular scheduled days off. Overtime will be paid for time actually worked as defined in 14.02(a).
- d)** Overtime will be paid in minimum increments of one-half hour
- e)** Employees will be allowed a meal period of thirty (30) minutes with pay for each shift at a time when shifts total a maximum of continuously worked hours of over 5, to be taken as close as possible to the mid point of the shift; and will be allowed a fifteen (15) minute paid break at each two hour interval. The company reserves the right to determine the number of employees to go on break during each timeframe. A break schedule to be determined for each airport based on operational requirements. The schedule shall comply with the timeframes as stated above. Employees will not be called back to work during their meal period or rest break unless they are required to respond to a major emergency situation.

14.03 Shift Exchanges

Employees will be allowed to exchange shifts provided that the

continuity of the operation is maintained. The employee who works a shift for another employee will be subject to all the rules and regulations as if it was her/his normally scheduled shift. Both employees must notify the employer in writing, forty-eight **(48)** hours in advance of any planned shift exchange.

In the event of a reasonable request timeframes will be adjusted.

The exchanged work shift shall be recorded on the sign in sheet by the employee who actually works the shift. No shift exchange will result in overtime pay.

All shift exchanges must be approved by management. When approved by the employer exchanged shifts become the responsibility of the employee accepting the shift not the employee requesting the shift change.

14.04 a) If an employee fails to show for a shift, the hours shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the extra hours; the junior employee on shift will be required to work until a replacement is found. Unless agreed by the employee, an employee will not be forced to stay in excess of four **(4)** hours after the end of their scheduled shift.

b) If flight delays occur or extra flights are added, hours of work will be offered in order of seniority to those employees on shift. Should all senior employees refuse the extra hours; the junior employee on shift will be required to work until a replacement is found. Unless agreed by the employee, an employee will not be required to stay in excess of four **(4)** hours after the end of their scheduled shift in the event of flight delays or extra sections.

14.05 a) No shifts will be scheduled with less than eight (8) hours rest between calendar days unless by mutual agreement.

b) Scheduling Committee

The Union and management will create a schedule committee immediately following ratification of this collective agreement. The purpose of this committee is to propose alternate shift schedules to the company. The shift schedule developed is to meet the Employers Airports obligations. The shift schedule will be developed based on the Letter of Understanding Re: Principles of Scheduling. Implementation of the schedule is at the sole discretion

of the company. The company will not unreasonably refuse implementation of a proposed shift schedule.

- c) Full-time employees may be scheduled for up to forty (40) hours with remaining hours being assigned to Part-time employees provided the principles of scheduling are met.
- 14.06 a)** Part-time employees shall be called to work in order of seniority at each work site, as per section 11.07.
- b) Part-time employees will not be required to work more than five (5) days in a calendar week unless mutually agreed.
- 14.07** An employee who reports for work and has not been advised not to do so prior to the start of her/his scheduled shift and no work is available, will be paid a reporting allowance equal to four **(4)** hours at the employee's standard hourly rate.
- 14.08** Overtime shall be distributed equally, by seniority, among persons within the bargaining unit at each work location. When overtime work is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime. For the purpose of junior employee for partial shifts it shall be the junior employee at the work site or full shifts it shall be the junior employee off site.
- 14.09** An employee who has already left the work site after the end of his/her regular shift and is called back to work, shall be paid the overtime rate for each hour worked but in any event, he/she shall not be paid less than four **(4)** hours at his/her hourly rate.
- 14.10** An employee who is already scheduled to work or working may be asked to report to work early or remain at the work site, shall be paid for these additional hours as per the collective agreement.
- 14.11** All shifts will be a minimum of 4 hours.

ARTICLE 15 - ANNUAL VACATION

15.01 a) Upon completion of one (1) year's service an employee shall receive vacation with pay:

b) SERVICE VACATION WITH PAY

1 Year to <5 Years	= 10 days at 4% of previous year's earnings
5 Years to <10 Years	= 15 days at 6% of previous year's earnings
10 Years	= 20 days at 8% of previous year's earnings

15.02 Employees will choose their vacation date in order of site seniority. Between November 15 and 30, they will inform the Employer of their preference. Any vacation requests made after this period will be on a first come first serve basis. To avoid a shortage of qualified employees, the Employer reserves the right to determine the number of employees who can leave simultaneously. Employees will be notified in writing by December 31 whether or not their vacation request has been approved. If an employee is denied vacation he/she may defer one week vacation entitlement to the next vacation year.

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

15.04 Vacation pay to be paid on the employee's anniversary date or upon the request of the employee, for the next preceding pay period. Employees may request an advance of vacation pay amount prior to the start of their vacation. An adjustment will be made on the following pay period.

15.05 Vacation pay shall be calculated on the employee's previous year's gross earnings.

ARTICLE 16 - PAID HOLIDAYS

16.01 There will be ten (10) Paid Holidays as follows:

Boxing Day	Good Friday	Christmas Day
New Year's Day	Canada Day	Civic Day
Victoria Day	Thanksgiving Day	Remembrance Day
Labour Day		

As of April 1, 2010, an additional holiday will be included bringing the stat holidays to eleven (11).

16.02 No employee is entitled to be paid for a holiday on which he does not work when he was not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

16.03 An employee who qualifies for holiday pay in accordance with Clause 16.02 and is not required by the company to work on any of the above holidays shall be paid the equivalent of the wages he would have earned at this regular basic hourly rate for his normal hours of work.

16.04 An employee who qualifies for holiday pay in accordance with Clause 16.02 and is required by the company to work any of the above holidays shall be paid one and one-half (1½) times his regular basic hourly rate for time worked on such holiday in addition to his pay under Clause 16.03.

16.05 If any of the above holidays are observed by the company while an employee is on a scheduled vacation or on his regular day off the company shall compensate the employee by issuing payment for the equivalent of the wages he would have earned at his basic hourly rate for his normal hours of work.

16.06 No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled or called to work for that day unless his or her absence occurred for legitimate reason.

16.07 Where a new employee who has not attained thirty (30) days of employment with the company is required to work on a holiday he shall be paid according to the Canada Labour Code for time worked by him on that day.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 a)** In the event of a death of an immediate family member, employee will be granted four **(4)** consecutive paid days of leave.
- b)** In the event of death of the employee's spouse or children, employee will be granted five (5) consecutive paid days of leave.
- c)** In the event that the death of an immediate family member occurs out of town, an additional two (2) consecutive unpaid days will be granted.
- d)** If bereavement entitlement falls on an employee vacation, the employee's vacation will be credited.
- 17.02** The employer agrees to abide by the appropriate legislation in the case of maternity leave and adoption leave and the employee will be reinstated to his/her former position, if available, or a similar position at the expiration of such leave.
- 17.03** An employee shall be granted a leave of absence without pay from the employer to work for the Union to a maximum of two (2) years.
- 17.04** **Court Leave** - If an employee is subpoenaed or is instructed to appear in Court in a matter relating to the conduct of the employee's pre-board screening duties, he will be paid for such appearance including travel and the Union will be notified prior to the appearance. Any monies received from the court/court officer will be reimbursed to the company.
- Jury and Crown Witness Leave** - An employee called to serve as a juror or as crown witness must inform his Employer as soon as he receives the subpoena and the Employer will reimburse him the difference between his jury or witness duty fee, and his regular wages. Said employee will be paid as if he had worked for time spent including travel during regularly scheduled work days for the employee. An employee shall suffer no loss in wages while serving as a subpoenaed witness or for jury duty during regular working hours, if selected.
- 17.05** **Public Office Leave** - Upon written request by the Union and the individual concerned, the Employer shall grant leave of absence without pay to any employee elected to and without pay while campaigning for his own election to the Provincial Legislature or the

House of Commons. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election.

17.06 Sick Leave

Employees will receive 2% (4 days per year) sick time. One day will be added commencing April 1, 2010, and one (1) day will be added each year thereafter up to a maximum of 8 days. Employees may bank up to 16 days and any surplus will be paid out to the employees as of December 15th of each year at the salary rate in effect.

17.07 Special Medical Leave

Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant any such request in writing for time off. Requests to be submitted to Employer in advance. For scheduling purposes the Employer and the Union Scheduling Committee require as much notice as possible.

17.08 a) A leave of absence may be granted to an employee following an agreement with his/her employer. This agreement must be signed by the Employee, the Company and the Union.

b) Special consideration shall be given to leave of absence for Family Emergencies.

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

17.10 An employee may be absent from work for one (1) day without loss of pay on their wedding day.

ARTICLE 18 - DISCHARGE AND DISCIPLINARY PROCEDURE

18.01 The Company retains the right to discipline an employee for just cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he/she will be disciplined within five (5) working days.

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

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

A Union representative shall be present at any step of the disciplinary procedure. Should an employee refuse Union representation they must sign a waiver with the Union and Employer. The Union shall receive all copies of disciplinary notices given to employees.

All discipline shall be administered by Management.

18.03 Except in cases of conduct which would support discharge such as dishonesty, falsification of records, insubordination, sexual harassment or culminating incidents supporting discharge, the employee shall be allowed to grieve the discipline and may remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee will serve the discipline (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The above does not apply in cases of discharge.

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

b) An employee may opt to have Union President or Designate of Local 6166 review his/her file on their behalf after written permission has been granted.

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

of the said twelve (12) months.

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

18.07 The Company shall not impose disciplinary penalties unjustly or unreasonably. In the event *of* a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.

18.08 If it is determined or agreed at any step *of* the grievance procedure, including arbitration, that an employee has been suspended or discharged unjustly or unreasonably, or that such penalty was too severe, the Company shall:

1. Put the employee back on his/her job with no loss of seniority and;
2. Pay to the employee either the amount he/she would have earned had she/he been working, less any outside earnings.
3. Rescind the penalty, or
4. Reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Arbitrator.

ARTICLE 19 - BULLETIN BOARDS

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

ARTICLE 20 - NOTICES

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

TO THE COMPANY:

AEROGUARD INC.

TO THE UNION:

United Steelworkers
Local 6166
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

- 20.02** Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after date of mailing. The registration receipt shall establish the date of mailing.
- 20.03** The Company or the Union may change its address at any time by notice as set out in Article 20.01.
- 20.04** The parties may use E Mail to provide notice but will follow up with regular mail.

ARTICLE 21 - TRAINING AND EQUIPMENT

- 21.01** Recognizing the uniqueness of the job being performed within the establishment, the Employer shall make available a training program for all employees based upon CATSA regulations.
- 21.02** Travel – See Appendix B-1 Company Policy
- 21.03** All EDX, NPS and CTX training shall be offer on a seniority basis. In the event that there is a conflict caused by insufficient operational requirements, the employee with the greater seniority meeting these requirements shall be offered this training and future training will resume as per general seniority. When training can't be done in order of seniority for operational requirements the company will meet with the union to discuss the situation and resolution before the training is to begin.

ARTICLE 22 - BENEFIT PLAN

- 22.01 a)** The Employer shall contribute to the Steelworkers Trusted Benefit Plan (the "Plan") on behalf of each employee for each pay period an amount equal to figures indicated below per hour earned:

April 1, 2008	\$1.25 per hour
September 1, 2008	\$1.25 per hour
April 1, 2009	\$1.30 per hour
March 31, 2010	\$1.35 per hour
March 31, 2011	\$1.40 per hour

"Hours earned" means all regular hours for which the employee receives wages or salary, and includes, without limiting the generality of the foregoing, vacation pay, and hours for which such employee is absent for approved union business and any other approved leave. Overtime and statutory holiday pay (not worked) are excluded.

- b)** Contributions to the Plan shall be made for employees who are on sick benefits, workers compensation benefits, weekly indemnity or other form of salary continuance, at a rate equal to their regular weekly hours worked up to a maximum of forty **(40)** hours per week, for each week the employee is in receipt of such benefits. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13 week period prior to the week in which the employee commences to receive sick benefits, workers compensation benefits, weekly indemnity or other form of salary continuance. Prorated payments shall be made where an employee is in receipt of such benefits for less than one (1) week.
- If an employee is laid-off, contributions to the Plan shall continue at a rate equal to their regular weekly hours worked up to a maximum of forty (40) hours per week to the end of the month in which the layoff occurs. For employees who do not regularly work the same hours per week, contributions shall be made at their average hours worked over the 13-week period prior to the week in which the employee is laid off.
- c)** The Employer shall ensure that the contributions are received by the Plan no later than the 15th day of the month preceding the month in which benefits are to be provided to employees.

- d) In the event that the total amount of contributions payable are not received by the Plan by the date set forth in 3 above, the Employer shall be solely responsible for any and all benefits which the Plan would have provided to employees had the contributions been received on time. In addition, the Employer shall also be required to pay the outstanding contributions to the Plan.
- e) The Employer agrees to provide the Plan, on a timely basis, all information which the Administrator may reasonably require in order to properly record and process benefits.

For further specificity, the information required for each employee is as follows:

1. Name
2. Address
3. Date of Birth
4. Date of Hire
5. Social Insurance Number
6. Hours Earned
7. Amount of Remittance per employee
8. Termination Date
9. Retirement Date
10. Date of Death
11. Gender

Employees will receive a one time \$100.00 payment minus appropriate deductions to be used towards the purchase of any medical item after ratification of the agreement.

- f) The Employer agrees that an employee who may be appointed by the Union to be a Trustee of the Plan shall be entitled to attend up to four meetings of the Plan in a calendar year during work hours and shall receive pay and be credited with seniority notwithstanding her/his absence from work for that purpose.

ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE

23.01 The parties included in this agreement will form an Industrial Relations Joint Committee of two (2) members appointed by the Employer and of two (2) members appointed by the Union.

The company representatives should be:

1. Operations Manager
2. TBA

The union representatives should be:

1. Unit Chair – one per airport
2. Member from Local 6166

The first meeting shall be held two (2) weeks after the appointment of the committee members with a secretary to arrange schedule for meetings. Minimum of five members to attend any one meeting.

Secretary will attend to record minutes of meeting.

Meetings may be attended via conference call.

Either party may submit issues for discussion one week prior to the meeting.

Meetings will continue for the life of this agreement, after the initial meeting, on a quarterly basis during work hours.

23.02 The task of this Committee shall be to:

- a) develop good relations between the Union and the Employer by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit.
- b) make recommendations to the parties.

ARTICLE 24 - GENERAL PROVISIONS

24.01 The Company agrees to continue to pay the cost of monthly parking at the airport for all employees covered by this agreement.

ARTICLE 25 - PENSION PLAN

The Employer shall contribute a fixed amount of one (1) percent of employee's total earnings to the Steelworkers Members' Pension Benefit Plan ("Plan") on behalf of each employee for each pay period. Pension contributions begin once an employee achieves level 3 or 12 months of employment whichever occurs first at date of ratification.

Effective April 1, 2009 Company contribution increases to 2% of total earnings provided employees MUST contribute a matching 2% of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

Effective April 1, 2010 Company contribution increases to 3% of total earnings provided employees MUST contribute a matching 3% of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

Effective April 1, 2011 Company contribution increases to 4% of total earnings provided employees MUST contribute a matching 4% of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

ARTICLE 26 - DURATION ✱

26.01 This agreement shall come into effect April 1, 2007. except as where noted otherwise and remain in full force until March 31, 2012. Subsequently, the agreement shall continue to bind the signatories month after month, except if a written notice to perform from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.

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

26.03 Duration of Agreement *

April 1, 2007 – March 31, 2012

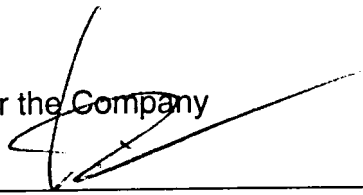
26.04 **GENERAL**

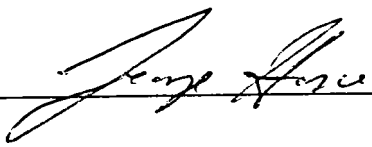
The Company will pay fifty (50) % of the printing costs of the collective agreement.
The company will make a onetime one thousand (\$1000.00) dollar contribution to the union to offset negotiating costs.

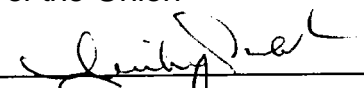
In witness whereof the parties hereto have caused this Agreement to be signed by it's duly authorized representatives, this 31st day of January 2008.

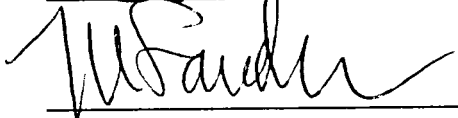
AEROGUARD INC.

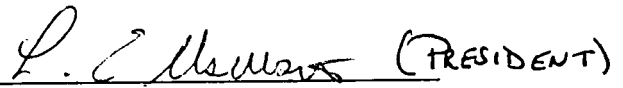
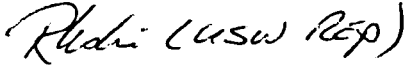
United Steelworkers Local 6166

For the Company




For the Union




 (PRESIDENT)
 (USW Rep)

agreement.

26.03 GENERAL

The Company will pay fifty (50%) percent of the printing costs of the collective agreement.

The company will make a one time one thousand (\$1000.00) dollar contribution to the union to offset negotiating costs.

In witness whereof the parties hereto have caused this Agreement to be signed by its duly authorized representatives, this 31st day of January 2008.

AEROGUARD INC.

United Steelworkers Local 6166

For the Company

For the Union

APPENDIX "A"

Wage Progression						
Effective Date	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3.1</u>	<u>Level 3.2</u>	<u>Level 3.3</u>	<u>Level 3.4</u>
April 1, 2007	\$10.58	\$11.68	\$12.76	\$13.15	\$13.53	\$13.91
Sept 1, 2007	\$11.17	\$12.24	\$13.30	\$13.68	\$14.06	\$14.43
April 1, 2008	\$11.92	\$12.99	\$14.05	\$14.43	\$14.81	\$15.18
Sept 1, 2008	\$12.51	\$13.55	\$14.59	\$14.96	\$15.34	\$15.70
April 1, 2009	\$13.51	\$14.55	\$15.59	\$15.96	\$16.34	\$16.70
Sept 1, 2009	\$14.10	\$15.11	\$16.13	\$16.49	\$16.87	\$17.22
March 31, 2010	\$14.68	\$15.68	\$16.68	\$17.03	\$17.38	\$17.73
April 1, 2010 3%	\$15.12	\$16.15	\$17.18	\$17.58	\$17.90	\$18.26
April 1, 2011 3%	\$15.57	\$16.63	\$17.69	\$18.06	\$18.43	\$18.80

Effective the date on which the collective agreement is executed, screening officers acting as point leaders will receive an hourly wage rate equal to the maximum hourly rate for screening officers for the applicable time period, plus 12.5%.

Screening officer acting as point leaders will only be entitled to the point leaders hourly rate where they work for more than one-half hour and they will be paid for Point leader hours worked to the nearest half (½) hour.

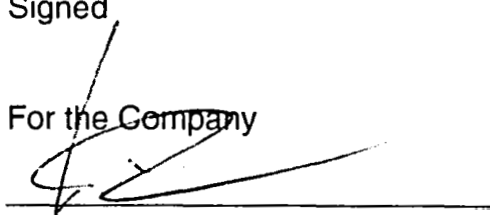
Letter of Understanding

Re: Hours of Work – Eight Hour Shifts

If the status of the Thompson Airport increases in volume of flights and Aeroguard Inc. needs to fulfill operational requirements, Article 14, Clause 14.01, 14.02 and 14.06 (c) will apply.

Signed

For the Company



For the Union

