

COLLECTIVE AGREEMENT

Between:

TEAMSTERS LOCAL UNION 847

(The Union)



And:

GARDAWORLD

(The Company)

LONDON AIRPORT SCREENERS

April 1, 2017 – March 31, 2020

13999 (03)

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ARTICLE 1 - PURPOSE OF COLLECTIVE AGREEMENT

1.01 The general purpose of this Collective Agreement is to provide orderly collective bargaining relations between the Company and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; and to provide mutually satisfactory working conditions, hours of work, and rates of pay, with due regard for the efficiency of the operation.

1.02 Joint Labour/Management Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Collective Agreement. Parties agree to meet on an as-required basis, the chair rotates; the Company will take minutes and both parties to agree upon the minutes prior to distribution. While not forming part of the Collective Agreement, the Union has provided the Company for reference purposes a guideline for such joint labour/management meetings which are described in Appendix "C".

ARTICLE 2 – UNION RECOGNITION

2.01 The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of the Company engaged in the security screening of passengers and baggage at the London International Airport, London, Ontario, excluding Screening Point Managers and those above the rank of Screening Point Managers, as per CIRB Order No. 10187-U.

2.02 No Contracting Out Work

- a) No work will be contracted out which is performed by members of the Bargaining Unit, while employees are laid off or working less than a standard work week, or which would reduce the working force. This shall not mean at any time, that the Company shall be required to continue any job which becomes redundant.
- b) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Airport contract is sold, leased, transferred or taken over by sales, transfer, lease assignment, receivership of bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- c) 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 Company 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.

2.03 New Policies

When new policies are introduced, the Company and the Union will meet to discuss the implementation of such policies. All policies, rules and regulations affecting employees shall be subject to the grievance and arbitration procedures when the implementation of such policies is in dispute.

As for new policies implemented by CATSA, the Company and the Union will meet in order to inform them of such before presenting the policy to the employees.

- 2.04 Employees not covered by this Agreement shall not perform work normally performed by members of the Bargaining Unit while seniority Bargaining Unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:
- a) instruction or training;
 - b) evaluation or experimentation;
 - c) circumstances beyond the Company's control in cases of emergency;
 - d) when Bargaining Unit employees are not readily available;
 - e) to maintain CATSA certification, in such case, the manager will not replace a Bargaining Unit employee and will be an additional person on the line.

2.05 **Outside Agreement**

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or any statute of Canada. Any such Agreement will be null and void.

- 2.06 Part-time employees, casual employees and students shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

2.07 **Printing of the Collective Agreement**

The Company and the Union will share the cost of printing the Collective Agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Collective Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Collective Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the Bargaining Unit.
- 3.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.
- 3.03 The Company agrees to deduct from the first pay of an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the 10th day of each month. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

- 3.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-billing statement showing the following information from whose pay deductions have been made:
- a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number
 - b) Twelve (12) check-offs per year (calendar month)
 - c) Monthly: New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
 - Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
 - Addresses to be updated as well as name changes i.e. marriage.
- 3.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 3.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 3.
- 3.07 The Company agrees to remit, twice annually, to the Union, a complete list of updated addresses and phone numbers for all employees in the Bargaining Unit.
- 3.08 All employees from the first day of employment will pay Union dues.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Company to hire, lay-off, discipline, discharge for cause, promote, demote and transfer any employee, to manage its business in all respects and to direct its working force subject to the terms of this Agreement and to make and alter from time to time Rules and Regulations which are just and fair.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints relating to the interpretation, application, administration or alleged violation of this Collective Agreement (hereinafter called a "grievance"), without, so far as possible, resorting to arbitration. The parties further recognize that it is of the utmost importance to address a grievance as quickly as possible.
- 5.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required. It will be the employee's responsibility to bring the complaint to the attention of the Company within seven (7) calendar days of the incident under consideration. The aggrieved employee with the assistance of his Steward if required, and the Company shall have seven (7) calendar days to resolve the complaint.

5.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Collective Agreement, which concerns the interpretation or application of the terms and provisions of this Collective Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this Collective Agreement.

5.04 **Step One**

Any grievance of an employee shall first be taken up between such employee, his Union Steward and his Supervisor, within seven (7) working days of the date of the decision under Article 5.02 thereof. The written decision of the Company shall be returned within seven (7) working days.

5.05 **Step Two**

Failing settlement under Step One, the matter will be taken to Step Two. The Union designate shall be a Business Agent and the Company designate shall be the senior person responsible, or his designate. The grievance may be resolved by agreement and the decision shall be final and binding. This meeting must be conducted within a month and the grievor and his steward shall be present and will not suffer any loss of wages.

5.06 **General Provisions**

A Union policy grievance or a group grievance which is defined as an alleged violation of this Collective Agreement concerning the Union as such, or all or a substantial number of employees in the Bargaining Unit, in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee. A Company Policy grievance may be lodged by the Company with the Union in writing at Step 2 of the grievance procedure and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

5.07 **Extension of Time Limits**

Any and all time limits set forth in Article 5 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

5.08 **Discharge or Suspension Notice**

If the Company suspends or discharges an Employee, the Company shall notify both the employee concerned and the Union Steward in writing, within two (2) working days, giving the reasons for such discharge or suspension.

5.09 **Discharges and Suspensions**

If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the

Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation, unless such suspension pending investigation is due to a situation which is beyond the Company's control.

Pending investigation or at the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the prescheduled meeting or, failure of the employee to inform the Company beforehand of his inability to attend the meeting, he shall be deemed to have abandoned his employment, unless the employee is unable to attend the meeting for reasons beyond his control, with said reasons having been communicated in a timely manner to the Company. Notice of the Meeting shall be either verbally, if the employee is present at the time, or in writing and shall be deemed sufficient if hand delivered or sent by courier or registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

While on a paid suspension, the employee shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

- 5.10 A Bargaining Unit employee who is discharged shall be given the opportunity to request a ten (10) minute interview with a Union Steward before leaving the Company's premises. The Company will advise the employee of this right.

5.11 **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned and a Steward present. In the event that a Union Steward is not present, the action taken by the Company will be null and void.

5.12 **Employee's Record**

Notice of disciplinary action, which may have been placed on the personnel file of an employee, shall not be relied upon after twelve (12) months have elapsed since the disciplinary action was taken. This clause does not apply to infractions under Article 7 or where violence in the workplace has taken place.

- 5.13 An employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file at a time convenient to the employee and Human Resources Manager or his designee. The Steward acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

- 5.14 All decisions arrived at between the representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.

ARTICLE 6 - ARBITRATION

- 6.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitral, such grievance may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 6.02 The parties shall agree to submit the grievance to a sole arbitrator among the following persons: **Brian Keller, Eli Gedalof, Russell Goodfellow, Louisa Davie, Christopher Albertyn and Norm Jesin**. Grievances will be submitted to arbitrators in rotation. Should an arbitrator be unable to grant a hearing date within one hundred and eighty (180) 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 Company of the name of the arbitrator to whom the grievance has been referred. If the Company 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 one hundred and eighty (180) day time limit mentioned above, the parties shall endeavour to agree upon the choice of another arbitrator. Failing agreement, one or the other of the parties may apply to the Minister of Labour.
- 6.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 6.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.
- 6.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 6.06 Any and all time limits fixed by Article 6 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.07 The Company and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above. In the expedited format the parties themselves will present their own cases before **Arbitrator Brian Keller**. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty eight hours following the hearing.

ARTICLE 7 – NO DISCRIMINATION

- 7.01 The Company, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or handicap as these terms are defined by the Ontario *Human Rights Code*.
- 7.02 The parties agree that there will be no intimidation, discrimination or coercion exercised or practiced by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the *Ontario Labour Relations Act*, 1995.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Business Representative of the Union must make arrangements with the manager of the Company or his designated representative to visit the premises. Such access shall not be unreasonably denied. The Union will not hold meetings at any time on the premises of the Company, save as may be expressly permitted by this Agreement or otherwise with the consent of the Company
- 8.02 The Union shall appoint or elect shop Stewards who have completed their probationary period and shall advise the Company in writing of the names of the Stewards within five (5) days of any change of employees selected to so act during the term of the Agreement.

The Company is not required to recognize an employee as a Steward until the Company receives written notice from the Union.

- 8.03 Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 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 the Supervisor or Company designate. Such permission will not be unreasonably denied. When resuming their work, they will report back to the Supervisor or Company designate.
- 8.04 Shop Stewards shall suffer no loss in pay for time spent during normal working hours attending negotiations, conciliation and mediation meetings. Shop Stewards will be allowed forty-five (45) minutes while on duty, not during peak times, to meet newly hired employees, answer any questions they may have pertaining to the Union and provide them with a copy of the collective agreement.
- 8.05 **Alternate Stewards**
- The Company agrees to recognize any employees who have completed their probationary period with the Company, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any Union matters that may arise, in the event that the Steward is absent from work for any reason. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.

ARTICLE 9 - NO STRIKES/NO LOCKOUTS

9.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Collective Agreement. The words "strike" and "lockout" shall be as defined in the *Canada Labour Code*.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Employees shall be entitled to the following statutory holidays with pay:

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

10.02 a) Employees shall qualify for holiday pay only if they have worked on the scheduled day immediately prior to the holiday and on the scheduled day immediately after the holiday unless one (1) of these days was the regularly scheduled day off for the employee. If an employee is off work owing to verified illness the day before or the day after or both they shall receive the payment for the paid holiday.

b) If an employee works on one of the above named paid statutory holidays, he will receive payment at time and one-half (1½) for the hours actually worked by him in addition to receiving his holiday pay;

c) Where one of the aforementioned statutory holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation or an extra day's pay at the option of the Employee.

10.03 a) Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

b) Employees assigned the four (4) day work week will be paid ten (10) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a four (4) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

c) Employees assigned the three (3) day work week will be paid twelve (12) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a three (3) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

10.04 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.

ARTICLE 11 - SALARIES

- 11.01 a) The following straight time hourly rates shall be in effect during the term of this Agreement.

Classification	Current Rate	April 1, 2017	April 1, 2018	April 1, 2019
Screening Officers	20.46		20.65	20.95
Level 1 Training/Probation	16.94	16.95	16.95	16.95

- b) **TL (Team Leader) TTL (Training Team Leaders)**

Any employee who qualifies as a Team Leader (TL) or a Training Team Leader (TTL) will be paid a one dollar (\$1.00) per hour premium for all hours worked while acting in the capacity of and performing the duty of a TL or TTL. The minimum amount of paid time while acting in this capacity will be three hours.

- c) \$1000.00 lump sum as of ratification date for full time employees.
 \$ 350.00 lump sum as of ratification date for part time employees.
- \$ 500.00 lump sum as of April 1, 2018 for full time employees.
 \$ 200.00 lump sum as of April 1, 2018 for part time employees

11.02 **Wage Progression**

Progression for full-time and part-time Screening Officers:

Level 3.1	0 - 2080 hours	94% of above rate
Level 3.2	2081 - 4160 hours	96% of above rate
Level 3.3	4161 - 6240 hours	98% of above rate
Level 3.4	6241 hours	100% of above rate

- 11.03 In choosing Team Leaders, seniority shall prevail. It is the responsibility of the Company to train the Team Leaders and the Team Leaders shall be able to perform all the duties required within thirty (30) working days.
- 11.04 The Company will endeavour to pay any error in pay resulting in underpayment of one hundred dollars (\$100.00) or more within ninety-six (96) hours of determination of the error and any error in pay of less than one hundred dollars (\$100.00) on the first pay cheque following the determination of the error, if practicable and if not, then on the following pay cheque. The Union agrees that any error in pay resulting in overpayment will be deducted from the first pay cheque following determination of the error if practicable and if not, then in the following pay cheque.
- 11.05 The Company shall remit to the employee, at the same time as his wages, a pay statement with sufficient information to allow him to check the computation of his wages. This pay statement shall contain the following data, specifically:

- 1) the Company's name;
- 2) the employee's last name and given name;
- 3) the payment date and its corresponding work period;
- 4) the number of hours paid at the applicable rate during the hours of the regular work week;
- 5) the number of overtime hours paid, at the applicable increase factor;
- 6) the nature and amount of premiums, indemnities or allowances issues;
- 7) the wage rate;
- 8) the amount of gross wages;
- 9) the nature and amount of deductions made;
- 10) the amount of take-home pay;
- 11) the Pension amount year-to-date.

- 11.06 a) The Company shall supply, at its expense, the uniform which it requires its employees to wear. The uniform will remain the property of the Company.

Uniforms will be as described, and worn as stated in the CATSA SOP. For winter bridge and ramp duties, during extreme winter weather conditions, employees will be permitted to wear their own clothing limited to and provided it meets the following conditions:

- Boots - must be black and able to polish
- Gloves - must be either solid navy blue or solid black in colour

Note: Wherever CATSA issued uniform items are available, the CATSA issued uniform item must be worn in place of any personal clothing described above.

- b) 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 the Uniform Representative or management designate, who will coordinate with the uniform supplier for all required alterations.

11.07 **Parking**

The Company agrees to pay the cost of parking at the airports on behalf of all employees.

The Company shall pay 50% of the cost of parking at the airports for employees hired after January 1, 2018.

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

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

- 11.08 The Company may deduct wages only when compelled by law, a court order, a Collective Agreement, or when authorized by a document signed by the employee.

ARTICLE 12 – VACATIONS WITH PAY

12.01 The Company will grant to all employees to whom this Article is applicable, a vacation period with pay. This vacation period shall extend from January 1st to December 31st.

12.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at January 1st	Vacation Entitlement
Less than one (1) year	One (1) days' vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year.
One (1) year	Two (2) weeks
Four (4) years	Three (3) weeks
Six (6) years	Four (4) weeks
Nine (9) years	Five (5) weeks
Eighteen (18) years	Six (6) weeks

12.03 a) Vacation pay accrual shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more as per schedule in Article 12.02 herein.

b) Vacation pay shall be calculated on T- 4 earnings, but excluding taxable benefits, for the prior calendar year.

c) The vacation year shall be January 1 to December 31. Calculation of continuous service shall be based on the full-time employee's anniversary date and the employee shall be entitled to any additional week of vacation without pay, if applicable, at any time in the calendar year in which his anniversary date falls.

12.04 Any employee who was prevented from taking his vacation during the vacation period due to illness or accident and who will not return to work by the end of the vacation period shall receive his vacation pay not later than the last period of the year, on a separate cheque. For the purpose of this Article the vacation period is the calendar year.

12.05 Vacations must be taken in the vacation period and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the vacation period except as otherwise provided in this Agreement. Employees shall select vacation time in accordance with their seniority and the Company will grant a maximum of ten percent (10%) of all employees on the roster to be on vacation at any one time, rounded up to the higher number.

Only full week vacation requests shall be considered. Employees with three (3) weeks or more of vacation entitlement may elect to take a week's pay in lieu of a week's vacation.

12.06 a) The schedule of an employee's vacation shall not be changed by the Company without written consent of the employee.

In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

- b) It is understood that, on the 30th of September, the Company will inform the employees of the amount of weeks of vacation they are entitled to. By the 31st of October, the employees must advise the Company of how many weeks of vacation they are taking. By the 15th of November, the vacation bid will be held. By the 1st of December employees will be advised of their vacation for the following calendar year. Should an employee elect not to bid or show up on his/her vacation period they can do so within 5 days of the bid taking place on what dates are left. Failing to do so, the Company shall assign his/her vacation periods.
- 12.07 The Company shall pay vacation pay through payroll deposit on the regular payday as if the employee had worked.
- 12.08 An employee who is discharged, resigns or quits shall receive, with his last pay, any vacation pay owing in accordance with his entitlement, that is, 4%, 6%, 8%, 10% or 12%.
- 12.09 For the purposes of determining continuous "Length of Service" in Article 12.02 hereof, the Company shall use the number of continuous years the employee has been on its payroll as a full-time and part-time employee combined.

ARTICLE 13 - SENIORITY

13.01 Seniority shall be as defined in Article 13.02 hereof and shall be recognized on a Bargaining Unit wide basis, except as herein otherwise specifically stated.

13.02 Probationary Period

- a) Due to the nature of the Company's business, new hires will be subject to a probationary period equal to sixty (60) days after obtaining CATSA certification or ninety (90) calendar days for employees hired with CATSA certification. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the grievance procedure.
- After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.
- b) Employees who are hired on the same day shall have their seniority determined by lottery.
- 13.03 a) Strict seniority shall prevail at all times in cases of layoff, subject to the particular employee(s) being capable and having the appropriate CATSA certification for any work which is to be done. Seniority shall be based from the first day on payroll.

In all layoff cases, the junior employee will be laid-off first provided the employees who remain are qualified and able to perform the work required to be done including meeting the Company's contractual commitments to have bilingual screening officers and officers of both sexes available to process passengers and baggage.

b) **Lay-off Notice**

The Company shall give seniority employees at least one (1) weeks' notice of lay-off or pay in lieu thereof or shall give notice under the Canada Labour Code, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

- c) A laid-off employee shall qualify for Health and Welfare Benefits and Pension subject to Article A-7 a) and b).

13.04 Employees are recalled in order of seniority, skill and ability being sufficient.

13.05 A Master seniority list shall be placed on the bulletin board and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union.

13.06 If a curtailment of business requires a lay-off, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid-off status shall hold top seniority among the part-time employees and shall have first call to assignments with greater earning opportunities. Said employees shall be first in line for recall to regular full-time status. No part-time employee will work in the case of a lay-off unless the laid off or regular employees refuse the work or for the part-time employee to have to work the minimum required hours to maintain his certification.

13.07 In the event an employee who has completed his probationary period fails to qualify or loses his CATSA and /or Transportation designation, the employee shall be entitled to displace the most junior employee on the site whose job he is qualified and able to perform except for the service ambassador position that is reserved for new hires or disabled employees requiring accommodation. Where there is no junior employee on the site whose job he is qualified and able to perform, the employee will be placed on layoff for up to twenty-four (24) months while the employee attempts to recover the lost designation. If the employee placed on layoff obtains the required designation during the twenty-four (24) months, he will be placed in a position for which he is qualified in accordance with seniority, if not, the employee's employment will terminate.

The Company will provide reasonable assistance to the Union and an employee who is seeking to obtain or regain a lost designation including information as to why the employee did not obtain or lost the required designation.

13.08 **Promotions Outside Bargaining Unit**

When an employee is transferred or promoted to a position outside the Bargaining Unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180 calendar day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the Bargaining Unit within a period of 180 calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job.

Any employee returned to the Bargaining Unit following a transfer pursuant to this Article 13.09 shall qualify for benefits under this Agreement, based on his total continuous service with the Company. This shall be done once during the term of the employee's employment.

13.09 An elected Shop Steward shall be the last employee laid off in his classification and shift and shall be the first employee recalled within his classification and shift, providing always he/she is capable of performing the work required.

13.10 **Loss of Seniority**

An employee loses his seniority and employment shall cease for any of the following reasons:

- 1) if an employee quits or retires;
- 2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- 3) if an employee has been absent from work for more than three (3) working days without notifying the Company or without providing a bona fide reason for this absence;
- 4) if an employee fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency;
- 5) failure of an employee to report to work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail or by courier to the employee's last known address on file with the Company. It is understood that a full-time employee recalled to a part-time position may refuse the recall without being terminated subject to 13.10(6);

Notice of recall sent:

- (i) by registered mail to the employee's last known address on file with the Company shall be deemed to be given on the 3rd day following sending of the registered letter; or
 - (ii) if sent by courier to the employee's last known address on file with the Company shall be deemed to be given on the date of delivery.
- 6) he is laid off for a period of twenty-four (24) months or his length of service, whichever is least. Any employee who has been laid off for a continuous period of twenty-four (24) months or his length of service, whichever is least, will lose any previously acquired seniority and will be rehired only as a new employee;
 - 7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 13.11 Any employee's reinstatement after sick or injury leave will be conditional upon his supplying, when requested, a certificate from a physician that he was ill and is now fit to work.

The employee's seniority will not be affected regardless of the duration of the absence.

13.12 **Change of Address**

It shall be the duty of the employee to notify the Company and the Union promptly of any change of address and phone number. If the employee fails to do so, the Company or the Union shall not be held responsible for failure of notice to reach such employee.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 a) An employee who is required to report for work during his regular work week shall receive for the regular work week all the hours bid for at his regular rate of pay, provided that he worked the scheduled hours.
- b) The hours bid by full-time employees shall be in forty (40) hour blocks or any other combinations thereafter shall be in twenty-four (24) hour blocks or more.
- 14.02 a) A normal work week shall consist either of:
- i. A five (5) day work week consisting of five (5) eight (8) hour days, with two (2) consecutive days off between Sunday and Saturday; or
 - ii. A four (4) day work week consisting of four (4) ten (10) hour days between Sunday and Saturday inclusive with two (2) consecutive days off;
 - iii. A three (3) day work week consisting of three (3) twelve (12) hour days, with four (4) consecutive days off between Sunday and Saturday;
 - iv. It is understood and agreed that the standard work shift for full-time employees is up to forty (40) hours and not less than twenty-four (24) hours per week, comprised of four (4), six (6), eight (8), ten (10) or twelve (12) hours per day.
- b) Overtime at the rate of time and one-half (1 ½) the employee's basic hourly rate shall be paid for all work performed in excess of 8, 10 or 12 hours per day and in excess of forty (40) hours in a week, i.e. between Sunday and Saturday.
- c) Where a statutory holiday day falls within an employee's regular work week, the Company will include statutory hours as part of the total regular work hours for the week.
- d) The Company shall have the right to revise shifts 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 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.
- e) Employees will be scheduled to work at all locations on rotational basis subject to operational requirements, in a consistent and equitable manner. The Company will ensure that skills for both PBS and HBS are maintained through the assignment of duties over a two-week period. The Union recognizes that on a day-to-day basis it may be necessary to reassign an individual from his or her scheduled area to meet operational requirements.

- 14.03 a) When the Company desires ahead of time that employees work overtime, the Company shall attempt to obtain the number of employees desired by requesting employees in order of seniority within classification and shift to work overtime. Overtime shall be voluntary. In the event that an insufficient number of full-time employees are available, the Company may have the work completed by whatever means it deems necessary, which may include requiring part-time employees to perform the work.
- b) 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.

14.04 **Breaks and Lunch**

The Company will grant blocks of fifteen minute rest periods without loss of pay to all employees as follows:

- 2 breaks for the 8 hour shift plus one half (1/2) hour paid lunch
- 3 breaks for the 10 hour shift plus one half (1/2) hour paid lunch
- 4 breaks for the 12 hour shift plus one half (1/2) hour paid lunch

Employees scheduled to work a ten (10) hour shift will be allowed an additional fifteen (15) minutes paid break if they are required to work overtime.

- 14.05 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 unless on a voluntary basis.
- 14.06 Employees will be allowed to exchange shifts subject to management approval, which will not be unreasonably withheld. Employees must notify the Company, in writing, twenty-four (24) hours in advance of any planned exchanged shifts. Any shift worked by an employee as a result of a shift exchange (with the exception of permanent shift exchanges that are approved by management) will not constitute a day worked for the purposes of Article 14.05.
- 14.07 When overtime is offered to a shift at work, the Company will notify the Steward (if present) of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the company's manpower requirements.
- 14.08 a) An employee who reports for work and has not been advised not to do so prior to the start of her/his scheduled shift and no work is available, will be paid a reporting allowance equal to four (4) hours at the employees standard hourly rate;
- b) an employee who reports to work at the Company's specific request or in the normal course of his employment and does not have work available, or an employee who works less than four (4) consecutive hours, is entitled to an indemnity equal to four (4) hours of his actual rate unless the overtime premium entitles him to a higher amount;
- c) an employee who reports to work more than once during a work day at the Company's express request shall be entitled to at least four (4) paid hours for each time he reports to work in this way.

14.09 There must be a minimum of eight (8) consecutive hours of rest between shifts.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 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.

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) **Court Leave**

An employee called to serve, as a witness in relation to the performance of his duties will be paid as if he had worked for the time spent, including travel. An employee shall suffer no loss of wages in this regard. Any costs received by an employee from the Court shall be refunded to the Company.

15.02 **Bereavement Leave**

- a) In the event of the death of a member of the immediate family, an employee is entitled to five (5) days of paid leave of absence. These five (5) working days shall be taken consecutively beginning with the death of the family member. For clarity, regular scheduled rest days are excluded from the calculation of the five (5) or the two (2) days in this Article. Where a memorial service or spring internment is held at a later date, the employee may transfer one (1) of the five (5) paid days to this date to allow attendance. Immediate family includes: spouse including common law spouse (including same sex spouse/partner if residing together at least six (6) months), parents (including foster and step-parents), parent's spouse, grandparents, grandchildren, children (including foster and step-children), brothers, sisters, mother and father-in-law and their spouses, legal guardians and any relative permanently residing in the employee's household or with whom the employee resides. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, nephew or niece, an employee will be entitled to two (2) days of paid leave of absence;
- b) where the funeral is outside the Airport in excess of 500 km, additional unpaid leave may be granted (such leave will not be unreasonably withheld);
- c) where these days fall within the employee's vacation, the employee's vacation will be credited accordingly;
- d) an employee may be absent from work for one (1) day without loss of wages on his wedding day. An employee may also be absent from work without pay on the wedding of one of his children or for three (3) days paid leave on the birth or adoption of a child;

- e) part-time employees will be covered by the above Articles, but the five (5) or the two (2) day entitlement must be consecutive calendar days. The employee can move one (1) day of entitlement in situations where there is an interment or memorial service at a later date.

15.03 **Maternity Leave and Parental Leave**

The Company will grant pregnancy leave and/or parental leave, without pay and without loss of seniority and benefits, in accordance with the provisions of the Canada Labour Code to eligible employees.

- 15.04 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. Accrued vacation time must be exhausted prior to the start of a leave of absence.
- 15.05 The Company agrees to give a one day leave of absence without loss of regular pay to two stewards for Union training sessions. The Union agrees to give the Company four (4) weeks' notice of the date.

ARTICLE 16 – JOB POSTINGS

- 16.01 Procedures for bids are spelled out in Appendix "B" herein.
- 16.02 When there are shift vacancies available a notice of such vacancies will be posted as far in advance as possible but under no circumstances less than seven (7) days. The deadline date for acceptance of applications will be no less than seven days after the posting. Seniority shall prevail provided the employee has the necessary qualifications posted for the vacancy. The same practice will apply with regards to filling training vacancies when training classes are scheduled. If an employee fails a particular training course, said employee will be restricted from re-applying for the same training course for a period of one year. Shift vacancies that occur because of employees exercising their rights under this clause will only be back-filled twice.
- 16.03 When there is a requirement for Team Leaders (TLs), the Company will post these positions as per Article 16.02 herein. Employees must pass the necessary testing and meet the required criteria in order to qualify for Team Leader (TL) positions.

New Team Leaders (TLs) will serve a ninety (90) day trial period in their new position. During this period, if he/she proves to be unsatisfactory for the position, or if the employee wishes not to accept such position, he/she shall be returned to their previous classification.

In the event a Team Leader (TL) resigns the position after having successfully bid the position he will be placed on a schedule to be determined by the Company until such time as the next scheduled shift bid takes place.

All resignations shall be in writing and must be submitted a minimum of thirty (30) days prior to the resignation becoming effective. Any employee who has resigned as a Team Leader (TL) may be required to fill the position on a temporary basis until the position is filled again through posting.

If an employee fails a particular training course, said employee will be restricted from re-applying for the same training course for a period of one (1) year.

ARTICLE 17 - HEALTH AND WELFARE PLAN/WSIB/SICK LEAVE

17.01 a) Full-Time Bargaining Unit Employees

The Company agrees to contribute to the Teamsters Benefits Programme Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Benefits Programme Trust Fund.

Each month beginning with the first full month following ratification, the Company shall contribute \$400.00 plus any applicable taxes, per month on behalf of each full-time Bargaining Unit employee who has completed the probationary period and who has worked any part of the month, including full-time Bargaining Unit employees who elect to work past age sixty five (65).

The Company shall forward all Trust Fund contributions monthly, together with a list of all eligible members being reported each month within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The Company agrees to provide any other forms or reports, or information as required for the proper administration of the plan by the Board of Trustees upon request.

(b) Applicable Taxes

The Company shall be responsible for any provincial and/or federal taxes that are due and payable on the Health and Welfare contributions.

(c) UIC Registration

The Weekly Indemnity benefit will be registered as an eligible program with UIC. The Company shall be responsible for the registration of the plan with Canada Employment and Immigration. 5/12 of the UIC rebate shall be payable annually to the Trust Fund. Such amount is to be used to fund the cost of upgrading the Weekly Indemnity Plan to satisfy the UIC requirements of a registered plan.

(d) Extension of Members Benefits for receiving WSIB or Long Term Disability.

The Company shall remit the contribution rate defined in this Collective Agreement to the Teamsters local 847 Health & Welfare Benefits Program Trust Fund for a maximum of twelve (12) months from the date of disability for any member who is off work and is receiving WSIB, or Long Term Disability payments. If the Member qualifies for CPP Disability Benefits the company agrees to pay a maximum of an additional 12 months of contributions.

(e) Extension of Benefits due to Layoff

The Company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Benefits Programme Trust Fund for any member who is laid off. Benefits will continue for two (2) calendar months following the date of lay off.

(f) A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1. The Company is only responsible for the monthly contribution as described above. Retiree Benefits, for information purposes only, are described in Schedule 2. Schedules 1 and 2 are not part of the CBA.

17.02 Any medical examination requested by the Company while the employee is at the workplace shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:

- a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- b) The Company will agree to pay for requested Doctor's notes (\$20.00 maximum) providing presentation of a receipt. This amount includes any required W. I. Claims.

17.03 The Company will cover the cost at a designated clinic for employees to obtain the periodic medical examination required for maintaining CATSA certification. If employees wish to use their own physician for his purpose, the Company will reimburse up to fifty dollars (\$50.00) towards the cost of this medical, upon presentation of a receipt.

17.04 W.S.I.B.

- a) The Company shall provide the employee and steward with a copy of the form "7" in the event of a compensable accidental injury, if requested.
- b) The Company shall assist the injured worker in completing the W.S.I.B. forms.
- c) 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.
- d) The Company and the Union will attempt to find suitable employment for an employee whose physical ability is reduced following a work injury or as a result of his age.

17.05 If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties and requires transportation, management shall arrange and pay for the cost of transporting the employee to and from the Hospital. The Company will pay the employee for any hours he or she missed from the duration of his or her regularly scheduled shift because of the injury the employee is unable to complete his or her regular shift.

17.06 The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation.

17.07 **Personal Leave Time**

Full-time employees shall be granted forty-four (44) hours paid personal leave time per year, after completing the probationary period, subject to the following conditions.

- a) The Company will grant full-time employees forty-four (44) hours paid personal leave time each January 1st, to be paid out the beginning of December, and employees who use leave in December, who have already received this pay, will not be paid twice. Full-time employees with less than a year of seniority will not be entitled to the pay out, only the time off with pay;
- b) any unused personal leave time shall be paid for after November 30. It is agreed that this payment shall occur in the first pay period ending in December;
- c) it shall be payable on the first day of leave, based on your scheduled shift;
- d) it is agreed that any employee who books off work and who agrees to work his scheduled day off in that week will not be paid overtime;
- e) personal leave time can be utilized to offset Weekly Indemnity. Employees must specifically request this;
- f) full-time laid off employees are not entitled to Personal Leave Time. At such time as a full-time laid-off employee is recalled into a permanent full time position they will be entitled to the full benefit.

17.08 **Special Medical Leave**

Where an employee is required to absent himself from work in order to attend an appointment with a medical specialist, the Company shall grant any such request for time off. Available sick leave may be used to cover such absence. The employee may be required to present evidence of such an appointment and make all reasonable efforts to provide such evidence in advance of said appointment.

17.09 The Company is entitled to require a medical certificate substantiating the employee's injury or illness where an employee is absent for three (3) consecutive days or more except in a case of abuse, or where an employee is absent for ten (10) or more days in a calendar year. The Company shall pay for any such medical certificate requested by the Company.

ARTICLE 18 - PENSION PLAN

18.01 a) The Company agrees to participate in the Teamsters Local Union 847 Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.

- b) Following ratification, the Company will contribute \$0.85 per hour of for each full-time member of the Bargaining Unit who has completed the probationary period.

As of April 1, 2018 the contribution is increased to \$0.90 per hour.

As of April 1, 2019 the contribution is increased to \$0.95 per hour.

The Company shall forward all contributions monthly, together with a list of all eligible members being reported each month, within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The contributions will be credited to a separate account established for each member and the member will determine how his account will be invested within a selection of investment funds available from the Financial Institution.

No member contributions are required.

If during the term of this collective agreement, the provincial government introduces a compulsory pension scheme, the Company will reduce its payment to the Teamsters 847 Defined Contribution (DC) Pension Plan by the amount of any such compulsory contribution on behalf of the Company.

c) **Voluntary Employee RRSP Contribution**

The Company agrees to participate in the Teamster Local Union 847 Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the Company with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The Company will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Local Union 847 Pension Plan administrative agent. The Company will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions made to the Teamsters Local Union 847 Pension Plan as described in Schedule 2 herein.

The Company will be saved harmless of any penalties of any kind that may be levied against the employee in respect of all deductions made pursuant to this Voluntary Employee RRSP Contribution.

- d) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Teamsters Local 847 Pension Plan administrative agent within 20 days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.
- e) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to: (i) all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN); (ii) Addresses to be updated as well as marital status, terminations or resignations to be clearly identified; (iii) distribute enrolment kits to eligible members; (iv) collect completed enrolment forms from members and forward to service provider;

(v) Where member has not completed enrolment forms, follow up with the member until forms have been forwarded to service provider.

A summary of the Pension Plan is attached, for information purposes only, as Schedule 3. The Company is only responsible for the monthly contributions as described above and for providing the information required to administer the Pension Plan. Schedule 3 is not part of the CBA.

ARTICLE 19 - TRAINING

19.01 All training and testing performed by employees shall be on paid time. All lost wages and expenses shall be borne by the Company.

19.02 a) Employees will be selected for Team Leader training and certification based upon seniority, qualifications for the function and on an interest as acting as a Team Leader when required. In the event of limited training positions, with all other factors being relatively equal, seniority shall be the determining factor;

b) Team Leaders shall, in addition to performing screening duties when required, perform administrative duties that do not include administering or recommending discipline, hiring/firing or determining promotions, involvement in the grievance procedure on behalf of management.

19.03 Radiation Safety Training

The Company agrees that it will make all reasonable efforts to attract to its airport the Radiation Safety Institute of Canada training program on X-Ray Safety provided that all associated costs are reimbursed by CATSA. Further it is understood that time spent participating in the training shall be deemed worked time for which the employees shall be paid in accordance with this Agreement.

ARTICLE 20 - HEALTH AND SAFETY

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

They will make full use of all safety and accident prevention devices and equipment as provided and maintain safe working practices during their hours of employment within the Airport. It is the responsibility of the employees to observe all safety provisions and to immediately advise the Company and the Safety Committee Member of any unsafe working conditions.

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.

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.

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

- 20.02 Each employee shall use or wear the equipment, materials and protective devices or clothing that the Company requires to be worn or used.
- 20.03 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. The Company will assist in completing the WSIB forms.
- 20.04 Further the Company and the Union agree that the Company and the Union will jointly develop agreed to Terms of Reference governing the Company's Joint Health and Safety Committee. These Terms of Reference shall be reviewed annually and address items such as, but not limited to, inspections, investigations, meetings, records, accident prevention, procedures and recommendations. The Terms of Reference will form part of this Collective Agreement.
- 20.05 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 post until he has first been relieved. The Company 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 Company recognizes that all monitoring, testing, evaluation, etc. of such testing 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 21 - LEGAL PROVISIONS

21.01 Legal Protection

An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the performance in good faith of his/her duties shall be indemnified by the Company for the employee's necessary and reasonable legal costs incurred in the defence of such charges.

- 21.02 Notwithstanding Article 21.01, the Company may refuse payment otherwise required by Article 21.01 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of his/her powers as a security officer.
- 21.03 Where an employee is a defendant in a civil action for damages because of acts done in the performance in good faith of his/her duties, the employee shall be indemnified by the Company for the necessary and reasonable legal costs incurred in the defence of such an action provided that the employee is not found responsible for the damages incurred. If the Company is also sued in respect of the same transaction, the employee will provide all reasonable assistance and co-operation to the Company in its defence. Further, in the absence of a real and substantial conflict of interest between the Company and the employee in the litigation, the employee agrees, if requested by the Company, to be represented by counsel of the Company's choosing which may include the same counsel as is representing the Company in the litigation. It is also understood and agreed that provided that the employee is not being required to personally pay any damages or contribute any settlement funds where the employee and the Company are being represented by the same counsel, the Company

shall have the right to instruct their common counsel on all matters relating to the litigation including the settlement or compromise of same.

21.04 Subject to 21.03 above, an employee who wishes to retain a particular lawyer to represent him and wishing to be indemnified pursuant to this Article shall:

- a) Before retaining the lawyer or as soon as reasonably possible thereafter, advise the Company of the name and address of the lawyer for the Company's approval which approval shall not be unreasonably withheld; and
- b) if requested by the Company, instruct the lawyer to render regular written accounts as required; and
- c) with respect to a lawyer representing an employee with respect to a criminal or statutory offence as provided for in 21.01, the provision of interim accounts does not require the Company to pay any such accounts until it is finally determined that the employee has not been found guilty of the criminal or statutory offence in respect of which he or she was charged.

21.05 For greater clarity, an employee shall not be indemnified for legal costs arising from grievances or complaints arising under this Agreement or acts or omissions while acting in his/her capacity as a private citizen.

ARTICLE 22 - BULLETIN BOARD

22.01 The Company agrees to provide a bulletin board in an area accessible to the employee for the purpose of posting notices of Union meetings and official Union business. Notices will be signed and posted only by officers of the Union. Notices will not be posted without prior management approval which will not be unreasonably withheld.

ARTICLE 23 - DURATION OF COLLECTIVE AGREEMENT

- 23.01 This Collective Agreement shall, unless changed by mutual consent, continue in full force and effect until **March 31st, 2020** and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing within ninety (90) days immediately prior to the expiration date that it desires to amend this Collective Agreement.
- 23.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 23.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Collective Agreement prior to the current expiry date, this Collective Agreement shall continue in full force and effect until a new Collective Agreement is signed between the parties, or until Conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Dated at Mississauga this 3rd day of October, 2017

Garda Security

Teamsters Local Union 847

Michel Brisebois, General Counsel, Chair

Tom Fraser, Secretary-Treasurer, Chair

Joe Burcul, General Manager of Operations,
Co-Chair

Fernanda Santos, President, Co-Chair

Wafi Rasuli, Steward

Teresa Rossi, Steward

Jeff Snow, Guest

APPENDIX "A"

Part-time Employees

(As per Article 2.06)

- A-1 Part-time employees who work more than twenty-four (24) hours in a month shall be required as a condition of employment to pay an amount equal to the monthly union dues, pursuant to Article 3.01 of this Agreement, except that they shall not pay initiation fees.
- A-2 The seniority or years of service of a part-time employee shall mean the total length of continuous employment worked as a part-time employee combined with the total length of continuous employment worked as a full-time employee in the case of a full-time employee voluntarily opting to revert to part-time status. There shall be a separate seniority list for part-time employees.
- A-3 Nothing herein shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- A-4 Overtime at the rate of time and one-half (1½) the employee's basic hourly rate shall be paid for all work performed in excess of eight (8) hours in a day when scheduled for 8 hour shifts, ten (10) hours in a day for employees scheduled ten (10) hour shifts or twelve (12) hours in a day for employees scheduled twelve (12) hour shifts.
- A-5 Part-time employees shall be enrolled and participate in:
- a) Health and Welfare – Benefits as per Schedule 1 with the exception of **WEEKLY DISABILITY BENEFIT** and **LONG TERM DISABILITY BENEFIT** will be available to part-time employees providing they work a minimum of eighty (80) hours in the previous calendar month. Employees hired after October 1st, 2017 or full-time employees who have voluntarily decided to become part-time employees shall not have Health and Welfare benefits;
 - b) Pension Plan – The Company will contribute the Pension amount as per Article 18 for each hour worked for part-time employees. Employees hired after October 1st, 2017 or full-time employees who have voluntarily decided to become part-time employees shall not have Pension benefits.
- A-6 Part-time employees shall be paid on an hourly basis as per Article 11 of the Collective Agreement, but are not guaranteed any hours paid per week.
- A-7 Part-time employees will:
- a) be granted rest periods as set out in Article 14.04 of this Agreement;
 - b) receive vacation pay as set out in Article 12 of this Agreement. Any request for vacation time off shall be requested in writing and be approved providing it does not conflict with the Company's operations;
 - c) after 30 days from hiring, receive statutory holidays as set out in Article 10 of this Agreement and shall be paid in accordance with the *Canada Labour Code*.

- d) be entitled to file grievances according to the grievance and arbitration procedures of this Agreement;
 - e) be entitled to bereavement leave as per Article 15.02.
- A-08 Part-time employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-09 A part-time seniority list shall be placed on the bulletin board and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union office.
- A-10 **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward present, failing which, the discipline shall be deemed null and void.

A-11 **Probationary Period**

In the event a part-time employee is hired to a permanent full-time position, his time worked prior to being hired to a permanent full-time position shall be credited towards the probationary period described in Article 13.02.

APPENDIX "B"

BID PROCEDURES

- B-1 At the appropriate times, approximately twice annually, the Company will determine the appropriate manpower based on customer requirements.

The Company and the Union will establish a joint committee of not more than two (2) representatives from the Company and two (2) representatives from the employees appointed by the Union, to build a schedule that meets these requirements. Where mutual consent cannot be reached, the Company General Manager will implement the shift.

While the Company reserves the management right to schedule, the Committee will have influence over the specific schedules and shifts developed in response to resource requirements at the airport. The Committee will meet prior to the shift bids and/or as required. The Company shall not unreasonably refuse to implement an alternate shift bid proposed by the Committee that meets the work requirements while not increasing costs.

Nothing herein shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

- B-2 The draft Shift Bid shall be developed by the Company and the Shift Bid Committee in accordance with operating requirements and the "Principles for Scheduling" outlined below, and will be submitted to the Union members of the Scheduling Committee at least seven (7) days prior to the beginning of the shift bid period. At the same time, the Company will provide to the Union members of the Committee the information (i.e. flight times, number of agents required, etc.) needed to assess the shift bid. The Committee shall meet within forty-eight (48) hours, or as otherwise agreed, to discuss the shift bid. The worker members of the Committee will be released from their regular duties for up to four (4) hours without loss of pay to examine the shift bid prior to the meeting. The Company will not unreasonably deny a request by the Committee for information pertaining to the shift bid and will fully consider the recommendations made by the Committee. The shift bid will be made available to all employees at the beginning of the bid period.

B-3 Principles for Scheduling:

- a) Preference of hours of work and days off work by seniority;
- b) as much as possible days of work and days off should be consecutive;
- c) fair and Equitable distribution of hours in order of seniority;
- d) consistency;
- e) length of shifts (Airport Specific);
- f) split shifts are undesirable and should be avoided. Should circumstances require the establishment of split shifts; the parties will meet and negotiate the required terms and conditions prior to the implementation of split shifts;
- g) work schedules will be posted (with a copy to the Stewards) in advance of the first day of the weekly schedule as follows. Schedules will be posted at all times in areas that are accessible to employees;

- must be posted twenty-one (21) days in advance when possible.

- in the event that a new schedule must be posted due to a change in operational requirements, seven (7) days in advance with verbal notice
 - in cases where a change is required for reasons beyond the Company's control, the above time limits will not apply
- h) schedules will be posted at all times in areas that are accessible to employees;
- i) if a need to move someone exists then the junior person must move, provided they have the qualifications to perform the work, and subject to the need to have officers of both sexes to perform the required work.

B-4 Call-In Procedure

- a) The Company shall maintain a list of employees who shall be offered work in accordance with their specified availability when shifts become available. Employees on the call-in list who are available without incurring overtime shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. The list will be posted and a copy of the list given to the Stewards.
- b) Each call will be recorded as "accepted", "no answer" or "refused". Where the Company obtains only an answering machine, the call shall be considered "no answer". Employees who receive a message from the Company with respect to available work must contact the Company and indicate whether or not they accept or refuse the work. No response shall be considered a refusal on the part of the employee.
- B-5 A separate shift bid which is subject to change based on operation requirements on a weekly basis, will be held for part time employees.
- B-6 When an employee's scheduled shift or schedule start time is to be altered, the Company will advise the employee in writing as far in advance as possible.
- B-7 The Company reserves the right to alter an employee's schedule to accommodate training after a discussion with the concerned parties.

No schedule will be altered in such a way that the employee works less than his regularly scheduled hours.

APPENDIX "C"

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.

2. Structure of Committee

For the Company

- Management (up to the number of stewards)
- Guests

For the Union

- 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 Collective 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 Company. 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.

Schedule 1

SUMMARY OF WELFARE BENEFITS TEAMSTERS LOCAL 847 HEALTH & WELFARE TRUST FUND.

Benefits for Full Time Bargaining Unit Employees

Benefits for Active Members and Eligible Dependents

Eligible Dependents: Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

LIFE INSURANCE

All Active Members are covered for two times basic annual earnings rounded to the next higher \$1,000, to a maximum of \$500,000. Coverage terminates at age 70 or retirement, if earlier.

ACCIDENTAL DEATH AND DISMEMBERMENT

In the event of accidental death, AD&D provides an additional amount of coverage equal to two times basic annual earnings rounded to the next higher \$1,000, to a maximum of \$200,000. In the event of accidental loss of limbs etc. a percentage of the principle sum is payable in accordance with the schedule of losses, as set out in the master policy. Coverage terminates at age 70 or earlier retirement.

DEPENDENT LIFE INSURANCE

Life Insurance of \$10,000 is provided for your eligible Spouse. Each eligible child (from 24 hours of age) is covered for \$5,000 of Life Insurance. Dependent Life coverage terminates when the Member's Life Insurance coverage terminates.

WEEKLY DISABILITY BENEFIT (For full-time employees only)

Schedule: The Weekly Disability Benefit is 70% of basic weekly earnings up to the EI Maximum.

Maximum Benefit Period: For any one period of total disability, benefits will be payable until the end of the 26-week period following the date of Total Disability, but not beyond the date you are retired.

Payment of Weekly Disability Benefits begins after satisfying the elimination period, which is 0 days for accident or hospitalization, and 7 days for all other disabilities.

Motor Vehicle Accidents: No Weekly Disability Benefit will be payable for any disability resulting from a motor vehicle accident.

Termination: The Weekly Disability Benefit terminates on your 70th birthday or the date you retire, if earlier.

LONG TERM DISABILITY BENEFIT (For full-time employees only)

Schedule: The Long Term Disability Benefit insures 66.7% of monthly earnings to a maximum benefit of \$3,000 per month, payable upon Total Disability, and with no CPP Offsets. The maximum income from all sources during disability will not exceed 85% of the pre-disability gross monthly earnings. The benefit payable is taxable upon receipt and taxes are withheld from benefit payments.

Elimination Period: Payment of benefits will begin after being Totally Disabled for 26 weeks.

Definition of Total Disability: During the Elimination Period and the first 24 months following the Elimination Period a Member is considered Totally Disabled if they are unable to perform the essential duties of his or her own occupation and earn at least 80% of his or her indexed pre-disability gross monthly earnings due to an illness or injury. After that time a Member will be considered Totally Disabled if they are not able to perform the essential duties of his or her own occupation or any occupation for which he or she is or could become reasonably qualified by training, education, or experience and earn at least 70% of his or her indexed pre-disability gross monthly earnings due to the same illness or injury.

Maximum Benefit Period: Payments will terminate upon the earliest of the member's 65th birthday, retirement, or recovery.

Pre-Existing Condition Exclusion: A "pre-existing condition" means an illness or injury:

- (a) which was sustained or contracted, or
- (b) for the symptoms of which the participant was under treatment by a physician, or
- (c) for the symptoms of which a physician had undertaken an investigation or review of, or
- (d) for which the participant was taking medication as prescribed by a physician,

during the 3 months prior to the date on which the participant became covered under this benefit.

No monthly indemnity benefit will be payable for a disability

- (a) that resulted either directly or indirectly from, or was in any manner or degree associated with or occasioned by a pre-existing condition; and
- (b) which begins in the first 12 months after the participant became covered under this benefit.

EXTENDED HEALTH CARE PLAN

Eligible expenses are covered at 100% to a lifetime maximum of \$1,000,000 per covered person. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Health Insurance Plan or any other government plan, including WSIB. Coverage terminates upon the member's retirement.

HOSPITAL: THERE IS NO HOSPITAL COVERAGE IN CANADA.

Prescription Drug Plan: Ingredient costs for eligible drugs are covered at 100%. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$8.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

Pharmacy Listing – You have the choice of purchasing your drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is

available. Simply go to www.manionwilkins.com, then click on Claims and, under the Managed Health Care heading, choose the hyperlink to either the list of pharmacies in Ontario or your province, then scroll down until you find your city, and you will find the names and addresses of the pharmacies in your city along with their dispensing fees. This list is updated on a quarterly basis and is also available by contacting the Plan Administrator's Contact Centre.

Health Practitioners: Charges, including x-ray charges, for listed paramedical practitioners who are registered and legally practising within the scope of their professions, are covered up to the following maximums:

- For a chiropractor, osteopath, naturopath, podiatrist/chiropracist, acupuncturist, registered clinical psychologist, physiotherapist, registered massage therapist, or orthophonist/speech therapist up to a maximum of \$1,000 per calendar year per family, for all practitioners combined.

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Insurance Plan.

Orthopaedic Shoes/Orthotics: Charges up to \$200 per shoe or up to a maximum of \$400 per calendar year are covered. To be covered under the plan, orthopedic shoes and orthotics must be recommended by a licensed doctor (M.D.), podiatrist, or chiropracist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropracist, pedorthist, or orthotist, and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms, and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. **Important Note:** To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

Breast Prosthesis: Charges are covered up to \$150 in any five year period

Artificial Limbs and Eyes, and Back and Neck Braces: Charges are covered up to \$750 per appliance, per lifetime.

Hearing Aids (including repairs): Charges are covered up to \$500 every five years

Support Hose and Surgical Stockings: Charges are covered up to a maximum of 2 pairs per calendar year. To be eligible elastic support stockings must be recommended by a licensed doctor (M.D.) or podiatrist, provided they have a compression value of at least 20 to 30 mmHg pressure and are required to treat a diagnosed medical condition.

Out-Of-Hospital Nursing: Charges are covered at 80%, for private duty nursing care to a maximum of \$25,000 every three years, by a registered nurse (R.N.) who is not a member of your family and does not normally live in your home, when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

Dental Care for Accidental Injury: Dental treatment for the prompt repair of sound natural teeth within 12 months of a non-occupational accidental injury.

Vision Care: Vision care coverage is at 100%. Covered charges include those for eligible contact lenses, eyeglasses lenses, and eyeglasses frames. Charges for sunglasses or safety glasses of any kind are excluded. The maximum amount payable for contacts and eyeglasses is \$300 in any 12

month period for persons under age 18, or \$300 in any 24 month period for persons age 18 or over. Eye examinations are covered for individuals age 20 or over but younger than age 65, up to a maximum of \$80 every 24 months. For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$200 per lifetime, and only if vision can be improved to at least the 20/40 level.

Ambulance Services: Covered to reasonable and customary maximum at 100% coinsurance.

EMERGENCY OUT OF COUNTRY MEDICAL COVERAGE

Emergency OOC claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person over age 80 will be covered. Trips are limited to a maximum of sixty (60) consecutive days. Coverage terminates upon member's attainment of age 80 or earlier retirement.

DENTAL BENEFITS

Fee Guide: Dental services are covered up to fee listed in the current year's Ontario Dental Association (ODA) suggested fee guide, subject to the provisions below.

Coinsurance: Basic Dental Services are payable at 100%.
Major Dental Services are payable at 50%.
Orthodontic Services are payable at 50% (for dependent children under age 19 only).

Maximum:

Basic and Major Dental Services have a combined maximum of \$2,000 per covered person per calendar year.

Orthodontic Services have a maximum of \$2,500 per lifetime.

Termination: Coverage terminates upon the member's retirement.

Covered Charges

Covered charges are those for needed dental care, services or supplies, as described below and received while the Member is covered, for either a disease or injury that is non-occupational.

The following services or supplies are covered subject to benefit maximums:

Basic Dental Services:

- Oral exams, including scaling and cleaning of teeth, but not more than once every 6 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride but not more than one application every 6 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;

- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining, or rebasing of dentures;
- Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

Major Dental Services - Dentures:

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured; and
- Replacement of an existing partial or full removable denture, if it is:
 - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan, or
 - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

Major Dental Services - Crowns and Bridgework

- Inlays, onlays, gold fillings, and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured.
- Replacement of existing dentures or bridgework, if it is:
 - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan; or
 - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable
- Addition of teeth to existing fixed bridgework, if required to replace one or more natural teeth extracted while the person is covered.

Orthodontics (Dependent Children Under Age 19 Only)

- Diagnostic procedures, including models
- Therapy and appliances
- Correction or malocclusion

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

GENERAL:

- Each Member will be given a Pay-Direct Drug Card / Dental Card. **IMPORTANT NOTE: THERE IS ONE COMBINED CARD FOR DRUG AND DENTAL COVERAGE.**
- A separate brochure and Identification Card is provided for the Emergency Out of Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and Dental Care Self-Funded Plan Document issued to the Trustees of the Teamsters Local Union 847 Health & Welfare Trust Fund will prevail subject to any overriding government legislation.
- The benefits in this Collective Agreement and in the Policy are subject to change at the discretion at the Board of Trustees.
- **Limitations - No amount will be paid for charges which are directly or indirectly related to:**
 - Care which is cosmetic;
 - Broken appointments;
 - Care covered under a medical plan provided by an Company or government;
 - Treatments for which, in the absence of insurance, there would be no charge;
 - Stainless steel crowns on permanent teeth;
 - Oral hygiene instruction or nutritional counselling;
 - Protective athletic appliances;
 - A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
 - Replacement of lost or stolen prostheses; or replacement of bridgework
 - Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.
 - Treatment or services that contravene any GHIP plan in Canada;
 - Suicide or any attempt at suicide or any attempt thereat or self-inflicted injuries while sane or insane;
 - An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority
 - The committing of or attempt to commit an assault or criminal offence.

Note:

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

**Manion Wilkins & Associates Ltd.
500 – 21 Four Seasons Place
Etobicoke, Ontario M9B 0A5**

**416-234-5044
Toll Free - 1-800-263-5621
Fax – 416-234-2071**

***Contact Centre:*
416-234-3511
Toll Free - 1-866-532-8999
Fax – 416-234-2071**

**Email: info@manionwilkins.com
Website: www.manionwilkins.com**

Schedule 2

SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS LOCAL 847 HEALTH AND WELFARE TRUST FUND.

Benefits for Retired Members and Eligible Dependents

Full details of the eligible expenses and exclusions are outlined in the Teamsters Self-Funded Health Care and Dental Care Plan Document.

ELIGIBILITY FOR RETIRED BENEFITS

Requirements: If you have a minimum of 5 years of continuous plan participation, from the date of Retiree Benefit implementation, have attained age 60 prior to retirement, then you and your eligible dependents qualify for Retiree Health and Dental Benefits.

Eligible Dependents: Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school on a full-time basis). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

EXTENDED HEALTH CARE PLAN

Deductibles: The annual deductible is \$25 for singles and \$50 for families.

Extended Health Lifetime Maximum: The lifetime maximum for Extended Health Care coverage is \$100,000 per covered person.

HOSPITAL: THERE IS NO HOSPITAL COVERAGE IN CANADA.

Prescription Drug Plan: Ingredient costs for eligible drugs are covered at 100%. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$8.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

When a Generic Equivalent is available, the Plan will only cover the cost of the Generic equivalent. Members may still obtain the Brand version of a Drug, but the Plan will only reimburse based on the cost of the Generic Equivalent if there is one available (even when a doctor requests no substitutes).

Pharmacy Listing – You have the choice of purchasing your drugs anywhere. However, in order to assist you in choosing a lower cost pharmacy, a list of pharmacies and their current dispensing fees is available. Simply go to www.manionwilkins.com, then click on Claims and, under the Managed Health Care heading, choose the hyperlink to either the list of pharmacies in Ontario or your province, then scroll down until you find your city, and you will find the names and addresses of the pharmacies in your city along with their dispensing fees. This list is updated on a quarterly basis and is also available by contacting the Plan Administrator's Contact Centre.

There is an annual maximum for drug claim reimbursement of \$3,000 per covered person.

The following items are subject to a lifetime maximum of \$20,000 per covered person:

- **Vision Care:** Vision care coverage is at 100%. Covered charges include those for eligible contact lenses, eyeglasses lenses, and eyeglasses frames. Charges for sunglasses or safety glasses of any kind are excluded. The maximum amount payable for contacts and eyeglasses is \$200 in any 12 month period for persons under age 18, or \$200 in any 24 month period for persons age 18 or over. Eye examinations are covered for individuals age 20 or over but younger than age 65, up to a maximum of \$80 every 24 months. For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$200 per lifetime, and only if vision can be improved to at least the 20/40 level.
- **Breast Prosthesis:** Covered to a maximum of \$150 in any 5 year period at 100% coinsurance.
- **Ambulance Services:** Covered to reasonable and customary maximum at 100% coinsurance.
- **Hearing Aids:** Covered to a maximum of \$400 per person per 36 months at 100% coinsurance. Repairs are covered to a maximum of \$100 per calendar year. Batteries are excluded.
- **Dental Care for Accidental Injury:** Covered to a maximum of \$5,000 per accident at 100% coinsurance.
- **Assistive Devices Program (ADP):** Coverage is co-ordinated through the ADP program.
- **Out-of-Hospital Nursing:** Coverage is at 80% coinsurance to a maximum of \$5,000 every 3 years for private duty nursing care. Coverage is for a registered nurse (R.N.) who is not a member of your family and does not normally live in your home. Out-of-Hospital Nursing is covered only when medically necessary and ordered by a licensed doctor (M.D.) for a disability that requires the specialised training of an R.N.

EMERGENCY OUT-OF-COUNTRY BENEFITS

Emergency OOC claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person age 80 or over is covered. Trips are limited to a maximum of sixty (60) consecutive days. Coverage terminates upon member's attainment of age 80 or earlier retirement.

DENTAL BENEFITS

Fee Guide: Dental services are covered up to fee listed in the current years' Ontario Dental Association (ODA) suggested fee guide, subject to the provisions below.

Deductible: The annual deductible is \$25 for singles and \$50 for families.

Coinsurance: Basic Dental Services are payable at 100%.
Major Dental Services covers dentures only at 50%.

Maximum: The maximum amount payable for Basic and Major Dental Services combined is \$2,000 per calendar year.

Basic Dental Services:

- Oral exams, including scaling and cleaning of teeth, but not more than once every 12 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride but not more than one application every 12 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 12 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining, or rebasing of dentures;
- Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

Major Dental Services – Dentures Only:

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured; and
- Replacement of existing dentures or bridgework, if it is:
 - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan; or
 - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Limitations - No amount will be paid for charges for:

- Care which is cosmetic;
- Broken appointments;
- Care covered under a medical plan provided by an Company or government;
- Treatments for which, in the absence of insurance, there would be no charge;
- Stainless steel crowns on permanent teeth;
- Oral hygiene instruction or nutritional counselling;
- Protective athletic appliances;
- A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- Replacement of lost or stolen prostheses; or replacement of bridgework

Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.

Schedule 3

Summary of Pension Plan

PENSION PLAN:

The Teamsters Local Union 847 Pension Plan was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the Company(s) and the union except that the union is the plan sponsor.

RESPONSIBILITY:

THE UNION: As the Plan sponsor, the Union is responsible to negotiate the contribution rates under the Collective Agreement and to select the Insurance Carrier. From time to time the Union will survey the Insurance Carriers in the marketplace to ensure that the rates are very competitive and to secure the best deal possible for the Pension Plan Members at NO COST to the Plan Members.

THE COMPANY: The Company is only responsible for remitting the contribution rates and providing the pertinent information required to administer the Pension Plan as specified under Article 20.01.

PENSION PLAN MEMBER: The Pension Plan member must complete Pension Plan enrolment form. The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to him through the Insurance Carrier, or others of his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income. Should the Member wish to participate in the voluntary Group RRSP Plan, member must complete the Group RRSP enrolment form.

Note: The Union utilizes the services of an Insurance carrier to provide the custodial services and investment funds that each individual member selects according to their investment profile and time horizon.

Money Purchase or Defined contribution Plan:

Under this arrangement contributions as specified herein are directed to individual Members' Accounts. Each member will have an individual account set up with the Insurance carrier. It is similar to an RRSP except that an annuity (monthly pension) or Life Income Fund (LIF) must be purchased to provide for a monthly pension income at retirement. Members' Accounts are administered as follows:

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Member's account and invested by (a) professional investment manager(s) as selected by each member.
- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

The Fund investments include guaranteed investment certificates (GIC), money market securities, bonds and equities funds. Each member will have the opportunity to consult with the Insurance carrier's licensed Financial Consultant and select the investment fund(s) that best suit their investment risk profile and time horizon. Members will have the opportunity to change investment fund(s) as required by notifying the Insurance carrier.

Vesting:

A member is entitled to the value of his Member's Account immediately upon becoming a Member of the Plan. The Member's Account is locked-in and must be used to provide a monthly pension. No benefits are paid until a member terminates employment, retires or dies.

Retirement:

Under this Plan the "Normal Retirement Age" is 65, however, early retirement is available from age 55. Upon retirement a monthly pension benefit (annuity) or LIF is purchased using the full value of Member's Account at the time of retirement.

Termination:

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a deferred pension (or if at least age 55 an immediate pension) using the full value of his/her Member's Account; or to transfer the full value of his/her Member's Account to a locked-in RRSP, another registered Pension Plan (or a Life Income Fund, if applicable).

If a Member is not locked-in when he/she leaves the Plan, the Member will receive a lump sum payment equal to his/her Member's Account.

Pre-Retirement/death:

In the event of death, the member's Spouse or, if no Spouse, the member's beneficiary will be entitled to the full value of the Member's Account. The type of benefit varies if the entitlement is payable to a Spouse. It is also dependent on the member's age at the date of death.

This is a brief summary only. The above does not create or confer any contractual or other rights. A member's pension rights are governed by the Rules and Regulations of the Pension Plan.

A benefit plan summary (booklet) will be provided by the insurance carrier.