

**ATLANTIC CANADA AND HALIFAX**

**COLLECTIVE AGREEMENT**

**Between:**

**SECURITAS TRANSPORT AVIATION SECURITY Ltd.**

Hereinafter called "The Company"

**and:**

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

**LOCALS 9342 & 5319**

**(United Steelworkers)**

Hereinafter called "the Union"

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 – DEFINITIONS**

- 2.00** Wherever it is used throughout this Agreement, the term:
- 2.01** "Steward" shall mean any employee employed by the Company selected or otherwise appointed by the Union to represent employees;
- 2.02** "Employee" shall mean any person that holds a position covered by this collective agreement, including any person on the recall list;
- 2.03** "Grievance" shall mean any dispute or difference between one or more employees and/or the Union on the one hand, and the Company on the other, respecting terms or conditions of employment or the rights, privileges or duties of the employee or employees, the Union or the Company, and, without restricting the generality of the foregoing, including any question of the interpretation, application, administration or alleged violation of, or alleged non-compliance with, any of the provisions of this Agreement, the Canada Labour Code or the Human Rights Legislation;
- 2.04** "International Union" shall mean the United Steelworkers;
- 2.05** "Lay-off" shall mean a reduction in the total number of employees employed;
- 2.06** "Lock-out" includes the closing of the place of employment, a suspension of work or the refusal by the Company to continue to employ a number of their employees, done to compel their employees, or to aid another employer to compel that other employer's employees, to agree to terms or conditions of employment;
- 2.07** "Length of service" shall mean the time actually worked in the employment of the Company from last date of hire. Lay-off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holiday shall be considered time worked in computing length of service;

- 2.08** "Standard hourly rate" shall mean the hourly rate of pay, excluding of all overtime and other premiums as set out in schedule A;
- 2.09** "Strike" includes a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designated to restrict or limit output;
- 2.10** "Local Union" shall mean the United Steelworkers, Local 5319 & 9342;
- 2.11** "Screening Officer (SO)" shall mean any employee of the Company employed for the purpose of screening;
- 2.12** "Place of employment" shall mean assigned work site;
- 2.13** "Pay period" shall mean the two (2) week period commencing on Friday 00:01 which will remain in force for the term of this Agreement unless changed by mutual agreement;
- 2.14** For benefits purposes a "Full-time employee" shall mean an individual who is scheduled to work on a regular basis of thirty (30) hours or more per week;
- 2.15** For benefits purposes a "Part-Time employee" shall mean an employee who is scheduled to (0-29) hours per week;
- 2.16** "CATSA" shall mean the Canadian Air Transport Security Authority;
- 2.17** The maximum number of Part-time employees shall not exceed twenty-five percent (25%) of the workforce at any airport;
- 2.18** "Screening Checkpoint Coordinator" shall mean an employee whose duties include overseeing screening officers performance, mentoring, providing advice (i.e. Security Notices, CATSA Operations Bulletins), performing technology procedures, alarm resolution, on-job-training, ongoing and refresher training and promoting a team work approach. Evaluations concerning on-job-training are to be completed to help promote/coach employees to excel in their position.

### **ARTICLE 3 – RECOGNITION AND JURISDICTION**

**3.01** The Union is recognized as the sole and exclusive bargaining agent for all screeners employed by Securitas Transport Aviation Security Ltd., its assigns or successors in Halifax & Sydney, Nova Scotia, Moncton, Fredericton, Bathurst, & Saint John, New Brunswick and Charlottetown, PEI, St. John's, Deer Lake, Stephenville, Wabush, Goose Bay, Gander, St. Anthony & Churchill Falls, Newfoundland and Labrador, save and except those who have been excluded by virtue of the certification orders of the Canada Labour Relations Board.

**3.02** An employee awarded a position excluded from the bargaining unit shall be on probation for a period of ninety (90) calendar days in total from the first day of leaving the bargaining unit. In the event that the Company or the employee determines (within the ninety day period) that the employee is not suited for the position he shall be allowed to return to the bargaining unit. The Company agrees to deduct union dues as contained in Article 6 of this agreement and to remit them to the Union during the ninety day period. After the probationary period an employee may return to the bargaining unit as a new employee without seniority. These time frames may be extended upon mutual agreement by both parties.

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

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

**3.04** The Company agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this agreement or any statute of the Province of Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Canada. Any such agreement will be null and void.

**3.05 a)** This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that an airport covered under the Atlantic Agreement in whole or in part is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.

**b)** It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The 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 sixty (60) days prior to the effective date of sale where possible within the legal context of the deal.

- 3.06** The Company shall not cause or direct any lockout of employees during the life of this agreement and neither the Union shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Company.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01** Harassment can be defined as any action (verbal, psychological or physical) on a single or repeated basis which humiliates, insults or degrades and is known or ought reasonably to be known to be unwelcome by the victim of the harassment.
- 4.02** The Company and the Union agree not to discriminate against any employee because of his race, language, belief, colour, sex, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other group prescribed by law.
- 4.03** The Company and the Union agree to abide by the provisions of the Canadian Human Rights code, which is incorporated herein by reference.
- 4.04** Harassment in whatever form will not be tolerated. The Company and the Union shall take all reasonable steps to maintain a working environment which is free from harassment.
- 4.05** For the purposes of this Article, "Sexual Harassment" includes:
- a)** Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
  - b)** Implied or expressed promise of reward for complying with a sexually oriented request; or
  - c)** Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - d)** Repeated sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment.

- 4.06** For the purpose of this Clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.
- 4.07** Where an alleged breach of this Article has occurred, the aggrieved employee (complainant) may initiate a grievance at Step 2 of the grievance procedure.
- 4.08** Securitas Transport Aviation Security Ltd will provide anti-harassment training developed and offered in collaboration with the Union. Employees will be paid at straight time rates for attending such training.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01** The Union recognizes that it is the function of Management to manage the affairs of the business and to direct and schedule the working forces of the Company.
- 5.02** Such management function shall be:
- a)** To maintain discipline of employees, including the right to make reasonable rules and regulations, provided, however, that any dispute involving claims of discrimination, inequity or unfairness against any employee is the subject to the grievance procedure of this Agreement;
  - b)** To discharge, discipline or demote employees for just and reasonable cause. To hire, transfer, promote and to assign employees to shifts, provided the seniority provisions of this Agreement are observed and provided demotion shall not be used as a disciplinary measure;
  - c)** To provide verbal and/or written coaching and mentoring of employees when appropriate to ensure deficiencies are identified to the employee and provide an opportunity to correct deficiencies prior to implementing discipline as per the collective agreement Article 7. All verbal and/or written coaching and mentoring shall be removed from the employee's record six (6) months from the date of the incident.

- 5.03** The Company shall not exercise its rights to direct the working force in a discriminatory, inequitable or unfair manner.
- 5.04** The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.
- 5.05** Employees not covered by this agreement shall not do work normally done by the employees covered by this agreement except:
- a) In cases of emergency;
  - b) In cases of training of employees.

## **ARTICLE 6 – UNION SECURITY**

- 6.01** **Membership** – It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective his/her date of employment.
- 6.02** **Union Dues** – The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- The Union will provide the Company with written confirmation of such dues, fees or other deductions.
- 6.03** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance is deducted. The remittance shall be sent to the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Atlantic Provinces Union office at 236 St. George St., Suite 318, Moncton, NB, E1C 1W1.
- 6.04** The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;



- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in Article 6.03 in such form as shall direct by the Union to the Company.

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

**6.06 New Employees** – At the hiring date of each new employee, the Company shall give him a copy of the collective agreement and a brochure on group insurance and enrolment cards for benefits and pension. The employee will be given a minimum of thirty (30) minutes and a maximum of one (1) hour paid orientation meeting with the Union. This meeting will be held during the first scheduled shift of OJT.

**6.07** The Company shall contribute fifteen hundred dollars (\$1,500.00) to Locals 5319 & 9342 respectively, per calendar year towards the Union's Education Fund.

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

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

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

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

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of

his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T-4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

The Company agrees to contribute \$1,000.00 to the Humanity Fund each year of this agreement.

## **ARTICLE 7 – DISCHARGE AND DISCIPLINARY PROCEDURE**

**7.01** The Company retains the right to discipline an employee for just and reasonable cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he/she will be disciplined within ten (10) working days of the infraction. Should an employee absent themselves during the 10 day timeframe to issue discipline, the timeline will be extended by the number of days the employee is absent.

**7.02** The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline, dependent on the employee's disciplinary file and the severity of the infraction:

1. A Verbal Warning - in the presence of a Union representative;
2. A Written Warning - copy to Union;
3. A Suspension - copy of notice to Union;
4. Discharge - copy of notice to Union.

A Union representative shall accompany the employee at any step of the disciplinary procedure, including the investigation. Should an employee refuse Union representation, he/she must sign a waiver with the Union and the Company. The Union shall receive all copies of disciplinary notices given to employees.

All discipline shall be administered by the Company.

**7.03** Except in cases of conduct which would support discharge such as dishonesty, falsification of records, insubordination, sexual harassment or culminating incidents supporting discharge, employee shall be allowed to grieve the discipline and remain on the job until the grievance is resolved.

The discipline will be considered to be imposed at the time dispensed however the employee will serve the discipline (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The above does not apply in cases of discharge.

**7.04 a)** There shall be only one personnel file per employee. Employees will have access to their personnel file as follows:

- Employees working at the Halifax or the St-John's airport will have access to their personnel file within seventy-two (72) hours of their written request;
- Employees working at the other airports covered by this agreement will have access to their personnel file at a mutually agreed upon time.

**b)** The Company reserves the right to keep a copy of the personnel file at Head Office.

**c)** An employee may opt to have a Union representative review his/her file on their behalf after written permission has been granted.

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

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

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

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

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

## **ARTICLE 8 – UNION REPRESENTATIVES**

- 8.01** The Company undertakes to receive, after prior notification, the Union's authorized representatives, delegates and officers, on appointment, to discuss and settle any current or future grievance concerning the interpretation and/or application of this agreement.
- 8.02** The Company recognizes said union-authorized representatives, delegates and officers as the employee's official representatives to the Company's representatives.
- 8.03** The Union shall notify the Company, in writing, of the names of the authorized representatives, delegates and officers. The Company need not recognize the Union-authorized representatives, delegates and officers unless this procedure has been followed.
- 8.04** The Company will grant leaves of absence without pay to Union Representatives or to employees to attend Union meetings and conferences, conventions, and other Union functions under the following express conditions:
- a)** The Union must have made a written request to this effect stating the name(s) of the Union Representative(s) for whom the leave is requested, along with the date and duration;
  - b)** Such request must have been made at least five (5) days in advance except in cases of emergency; this time constraint will not apply for Article 9;
  - c)** A minimum of two (2) representatives per airport. One representative per fifty (50) members or part thereof will be permitted.
- 8.05** In case of a grievance, a Union steward may, during working hours and without loss of salary, investigate and/or submit a grievance according to

the grievance procedure provided herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.

- 8.06** An employee absent under Article 8 shall continue to accumulate seniority and benefits during his absence.
- 8.07** The Company, upon twenty-four (24) hours prior notice, shall release the employees whose presence is required at an arbitration hearing; and employees appointed or elected by the Union to attend bargaining sessions for the renewal of the agreement.
- 8.08** **Payment while on Union leave** – In the event that an employee is absent from work on approved leave of absence for Union business, the Company agrees to continue the normal pay for any such employee and the Union agree to reimburse the Company within thirty (30) days of receipt of an invoice from the Company.
- 8.09** Effective upon ratification, the Company agrees to pay twenty-four (24) hours pay each week for both the Local President of 5319 and the Unit Chair for Local 9342.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01** The Company and the Union agree that it is in their mutual interest to settle complaints and grievances as quickly as possible.

In determining time limits within this Article, Saturdays, Sundays, and recognized Holidays shall be excluded. Time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

- 9.02** Should any question arise concerning the application, interpretation or alleged violation of the provisions of this Agreement between the Company and any employee or group of employees, the following procedure shall apply:

### **Step 1**

Any employee and/or her/his Steward shall discuss any written complaint with her/his immediate supervisor. The Supervisor shall state her/his decision in writing to the Steward within ten (10) working days. Failing any reply or a satisfactory settlement within ten (10) working days, the employee may proceed to Step 2.

## **Step 2**

If the matter is not satisfactorily settled at Step 1, it may be submitted to the Manager or her/his designated representative, on an approved grievance form, who shall within ten (10) working days of the submission of the grievance to her/him, hold a meeting with a Unit Representative and the griever, who may be accompanied by the Local Union President and/or Staff Representative of the International Union. The Company will make every effort to provide forty eight (48) hour notice to the union steward and griever of when the meeting will take place. The Manager shall within fifteen (15) working days of such meeting, or at a time agreed upon, state his/her decision to the Union in writing.

**9.03** No grievance shall be considered if the circumstances occurred or originated more than ten (10) working days prior to filing a complaint in Step 1 of Article 9.02.

- a) In the case of any violation, the ten (10) working days shall commence from when the employee first became aware of the circumstances.
- b) In the case of a payment issue from the date the employee receives his/her pay stub.

**9.04** The grievance procedure may be utilized by the Company or by the Union in processing a grievance and which alleges a violation of this Agreement. Such a grievance may be introduced at Step 2. A group grievance will also be introduced at Step 2 of the grievance procedure. If a satisfactory settlement of the dispute is not reached within fifteen (15) working days, the matter may be referred within a further fifteen (15) working days to arbitration.

**9.05** Any decision of the parties at any Step in the grievance procedure, as well as the arbitrator's decision, will be final and binding upon the Company, the Union and the employee(s) involved.

**9.06** The grievance mediation process can be used in the settlement of a grievance if agreed upon by both parties and should be suggested after completion of Step 2 of the grievance procedure. Agreements reached in Mediation will be final and binding on both parties.

## ARTICLE 10 – ARBITRATION

- 10.01** All grievances referred to arbitration shall be heard by single arbitrator.
- 10.02** The hearing shall take place at any time and place mutually agreed upon between the Company, the arbitrator, and the Union. The arbitrator shall make such decision as may finally dispose of the issue in question and the decision shall be final and binding on all parties. The arbitrator's decision shall be ordered within thirty (30) calendar days of the hearing.
- 10.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the term or provision hereof.
- 10.04** The Company and the Union shall share equally the expenses of the arbitrator.
- 10.05** If there should be an accumulation of grievances or disputes to be referred to arbitration, such grievances or disputes may, by mutual agreement, be dealt with by the arbitrator agreed upon by the parties.
- 10.06** Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- 10.07** The arbitrator shall have authority to modify the penalty in a grievance involving the suspension or discharge of an employee.
- 10.08** The parties agree to select Arbitrators from the list below on a rotational basis:
- For Local 5319***  
Brian Bruce  
David MacDonald  
Stewart MacInnis
- For Local 9342***  
John Roil  
Denis Brown  
John Clark
- 10.09** **Expedited Arbitration** – Where the parties agree to apply expedited arbitration, it shall be applied as per the Letter of Understanding (number to be determined). The hearing shall take place within thirty (30) calendar days of appointment and shall be less formal than a single or panel arbitrator.

## **ARTICLE 11 – SENIORITY**

**11.01** The Company shall establish a seniority list for its employees. Seniority of an employee covered by the Agreement shall be established after a probationary period. The probationary period shall be the first ninety (90) working days commencing on the employees first scheduled shift. Seniority shall accumulate from the first scheduled shift worked. Employees hired on the same day will be placed on the seniority list in alphabetical order based on their surnames and then their Christian names, following the signature of this collective agreement. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided.

Seniority shall be maintained and accumulated during:

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

During the probationary period the Company shall have the right in its sole discretion, to lay off, dismiss, or terminate any such probationary employee based on its evaluation of the work performance and general attitude. Employees terminated under this subsection will not have the right to grieve the Company's decision, nor will the Union have this right. In the Event that a probationary employee successfully completes probationary period and is awaiting security clearance the employer will not terminate the employee unless he/she fails to obtain an approved security clearance.

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

1. If the employee voluntarily quits, given in writing;
2. If the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
3. If the employee is laid-off and fails to return to work within five (5) working days after he/she has been notified to do so by the Employer. Ten (10) working days if working for another employer;
4. Notwithstanding Article 11.01a) - 1, an employee off work for medical / other reasons in excess of thirty (30) months, where there is no reasonable likelihood of return of work;



5. If an employee is absent from work for five (5) or more consecutive working days without having notified the company and fails to provide a reasonable explanation for the absence;

6. Laid off for more than eighteen (18) months.

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

**11.04 Recall** – Recall following lay-off will be in reverse order of Article 11.03 above.

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

**11.06 a)** The Company shall establish a seniority list at each location starting with the date on which each Employee's service commenced. Every three (3) months (January to March) a list shall be revised and copies posted on the bulletin boards for employees' inspection. The Union shall also be provided with one copy. Any errors or omissions shall be corrected and issued on the next seniority list.

SCC seniority shall be based on the effective date of SCC certification. Placement on schedules shall be based on company seniority. When multiple SCC's are placed on the same shift the person with the most SCC seniority shall receive the wage. If the need to move a SCC arises and all senior SCC's refuse, the junior SCC must move.

***For Atlantic***

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

***For Halifax***

The company SCC seniority list will comprise of an employee list that identifies full time SCC's and alternate SCC's. Full time SCC's will be paid an hourly wage for hours worked. Alternate SCC's will be paid an hourly wage at a minimum increment of four (4) hours for time worked as SCC. All remaining hours worked by an alternate SCC will be paid at the applicable screening officer rate.

- b) Employees who accept the position of SCC, shall provide the Company with a notice period of ten (10) working shifts of their intention to vacate this position and return to their original pre SCC position.
- 11.07**
- a) In order of seniority an employee who is scheduled to work less than forty (40) hours per week will be given the opportunity to work forty (40) hours in the event of a vacancy and in order to maximize their hours up to the forty (40) hours per week on the basis of qualification, client agreement, and seniority, in the order given.
  - b) In order of seniority, the senior employee will be given the opportunity to maximize their hours up to the full time schedule of hours for his/her location.
- 11.08**      **Transfers** – If an employee covered by this collective agreement relocates to another area other than the employees' work location, the employee may request a transfer and the right to be hired in a new location where the employer has a working contract of security on the basis of qualifications and client agreement. Such person shall maintain Company seniority, for the purpose of Vacation and Wages, and shall be placed on the bottom of the list at the new work location.
- 11.09**      ***For Halifax***  
When a promotion occurs within the bargaining unit, the position will be given in the order of seniority and ability.
- For Atlantic***  
When a promotion occurs within the bargaining unit, the Company shall take the following factors into account:
- a)      Qualifications for this position;
  - b)      When two (2) or more employees are relatively equally qualified, seniority shall prevail.
- 11.10**      The Company who lays-off an employee who has completed his probationary period is required to give the employee:
- a)      At least two (2) weeks prior written notice of its intention to terminate his employment at a specific date, or
  - b)      Instead of such prior notice, two (2) weeks of salary at his regular salary rate for his regular working hours;
- except if the latter is dismissed for just cause.

- 11.11** The 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.

## **ARTICLE 12 – UNIFORMS**

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

Employee's in the event of resignation or termination are required to return the outstanding controlled uniform items, airport RAP/RAIC and parking pass when they come in to their designated airport for their final pay deposit and Record of Earnings (ROE).

- b)** The Company will contact CATSA to determine if headsets can be acquired through the uniform point system.

## **ARTICLE 13 – WAGES**

- 13.01** Wages shall be paid by direct deposit every second (2<sup>nd</sup>) Thursday and every attempt will be made to provide the employee with their pay slip prior to the deposit.

- 13.02** When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.

- 13.03** The Company shall remit to the employee a pay slip with enough information to allow him/her to check the computation of his/her wage. This pay slip shall contain the following data, specifically:

1. The Employer's name;
2. The Employee's last and given name;
3. The 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 overtime rate;
6. The nature and amount of premiums, indemnities or allowances issued;
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. Accumulated vacation pay;
12. Accumulated sick days;
13. Accumulated hours toward next pay progression;
14. Accumulated banked overtime.

- 13.04** For the duration of the Agreement, the Company shall pay the wages provided in Schedule "A".
- 13.05** The employees' acceptance of a pay slip does not waive payment of all part of the wages owed him/her.
- 13.06** Employees who must appear in court or report to court in for any other reason in relation to the performance of their approved duties will be paid a minimum of four (4) hours or the amount of time actually required for appearances at overtime rate if applicable.
- 13.07** The Company may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.
- 13.08** Except where seniority is being applied, an employee transferred to another position at the Company's request shall be paid at the highest rate of his regular position or of the new position to which he is assigned, whichever is greater.
- 13.09** Any error in payroll calculation by the Company, of eight (8) or more, shall be paid to the employee in the form of a payroll advance of seventy-five percent (75%) of the gross amount within seventy-two (72) hours (three (3) business days) of the error being brought to the Payroll Department. All pay adjustments will be explained in full and shown on the next pay period. Saturdays and Sundays are not included as a business day.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

- 14.01 a)** The standard work week for an employee covered by this Agreement is seven (7) consecutive days starting on Friday at 00:01 hours, except as otherwise provided for in this agreement.
- b)** The standard shift of an employee scheduled to work eight (8) hours shall be eight (8) hours including lunch and rest breaks, unless scheduled hours exceed the standard and are agreed to by the Union scheduling committee.

- 14.02** a) Hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of 1 1/2 times the standard hourly wage unless scheduled hours exceed the standard and are agreed to by the Union scheduling committee.
- b) A regular employee will not work more than seven (7) consecutive days, whether included in the same week or not, failing which, as of the eighth (8th) day she/he will be paid at the rate 150% of her/his hourly rate.
- c) Employees who absent themselves for reasons of illness during their regularly scheduled seven day schedule will not be paid overtime should they report to work hours on their regular scheduled days off. Overtime will be paid for time actually worked as defined in Article 14.02 (a).

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

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

Employees will be allowed same day shift exchanges provided operational requirements are maintained.

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

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

Forfeits will be increased to sixteen (16) forfeits per year.

**14.04** ***For Halifax***

Unless mutually agreed, an employee will not be asked to stay in excess of four (4) hours, nor will he/she be forced to stay in excess of four (4) hours in the event of flight delays or extra sections.

***For Atlantic***

- a) Unless mutually agreed, an employee will not be forced to stay in excess of four (4) hours in the event their replacement does not report for work.

- b) Unless mutually agreed, an employee will not be asked to stay in excess of four (4) hours, nor will he/she be forced to stay in excess of four (4) hours in the event of flight delays or extra sections.
- 14.05** Employees injured on the job to the extent that they cannot continue to work, will be paid the remainder of the shift provided they seek medical attention and provide verification.
- 14.06 a) *For Atlantic***  
No shifts will be scheduled with less than eight (8) hours rest between shifts unless by mutual agreement. In the event that shifts are scheduled with less than the agreed to rest period the following scheduled shift only will be paid at 150% of the regular wage rate.
- For Halifax***  
No shifts will be scheduled with less than ten (10) hours rest between shifts unless by mutual agreement. In the event that shifts are scheduled with less than the agreed to rest period the following scheduled shift only will be paid at 150% of the regular wage rate.
- b) The Union and management will create a schedule committee immediately following ratification of this collective agreement. The purpose of this committee is to purpose alternate shift schedules to the company. The shift schedule developed is to meet the Employers Airports obligations. The shift schedule will be developed based on the Letter of Understanding Re: Principles of Scheduling. Implementation of the schedule is at the sole discretion of the Company. The Company will not unreasonably refuse implementation of a proposed shift schedule.
  - c) Full-time employees shall be scheduled for forty (40) hours with remaining hours being assigned to Part-time employees provided the principles of scheduling are met.
  - d) Employees will be notified Fourteen (14) days prior to any change in the seasonal schedule.
  - e) Weekly schedules will be posted at each airport a minimum of seven (7) calendar days in advance.
  - f) Paragraphs (d), and (e) will come into effect ninety (90) calendar days after the ratification of this agreement.
- 14.07 a)** Part time employees shall be called to work in order of seniority at each work site, as per Article 11.07.

- b) Part-time employees will not be required to work more than five (5) days in a calendar week unless mutually agreed.
- c) Employees will be allowed a meal period of thirty (30) minutes with pay for each shift worked to be taken as close as possible to the mid-point of the shift; and will be allowed a fifteen (15) minute paid break to be taken within thirty (30) minutes before or after each two hour interval. The Company reserves the right to determine the number of employees to go on break during each timeframe. A break schedule to be determined for each airport based on operational requirements. The schedule shall comply with the timeframes as stated above. Employees will not be called back to work during their meal period or rest break unless they are required to respond to a major emergency situation.

**14.08** 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.

**14.09** Overtime shall be distributed equally, by seniority, among persons within the bargaining unit at each work location. When overtime work is required and no employee accepts to work such overtime, the qualified junior employee shall be required to work such overtime. When four (4) hours or less are required, the junior qualified employee on site will be forced whose work shift finishes closest to the operational requirement. When more than four (4) hours are required, the junior qualified employee off site will be forced.

**14.10** An employee who has already left the work site after the end of his/her regular shift and is called back to work, shall be paid the overtime rate for each hour worked but in any event, he/she shall not be paid less than four (4) hours at his/her hourly rate.

**14.11** An employee who already scheduled to work or working may be asked to report to work early or remain at the work site, shall be paid for these additional hours as per the collective agreement.

## ARTICLE 15 – ANNUAL VACATION

**15.01 a)** Upon completion of one (1) year of service an employee shall receive vacation with pay which must be taken before the employee's next anniversary date on the following basis:

**b) SERVICE VACATION WITH PAY**

1 complete yr. but less than 4 years	2 wks. at 4%
4 complete yrs. but less than 10 years	3 wks. at 6%
10 complete years but less than 15 years	4 wks. at 8%
15 complete years and up	5 wks. at 10%

**15.02 *For Atlantic***

In the event that an employee does not indicate to the Company a time she/he wishes to take vacation, the Company may schedule the employee's vacation. A week as referred to in Article 14.01 b) may be taken as a scheduled shift rotation by mutual agreement.

***For Halifax***

A week as referred to in Article 14.01 b) may be taken as a scheduled shift rotation by mutual agreement.

**15.03 *For Atlantic***

Employees will choose their vacation date in order of site seniority. Between November 15 and 30, they will inform the Company of their preference. Any vacation requests made after this period will be on a first come first serve basis. To avoid a shortage of qualified employees, the Company reserves the right to determine the number of employees who can leave simultaneously. Employees will be notified in writing by December 31 whether or not their vacation request has been approved.

***For Halifax***

Employees will choose their vacation date in order of site seniority. Between November 15 and 30, they will inform the Company of their preference. Any vacation requests made after this period will be on a first come first serve basis. To avoid a shortage of qualified employees, the Company reserves the right to determine the number of employees who can leave simultaneously. Employees will be notified in writing by December 31 whether or not their vacation request has been approved. Six percent (6%) of employees will be allowed to take vacation at one time. This percentage may be increased if operationally feasible.



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

**15.05** ***For Halifax***

Vacation pay to be paid during their vacation, termination or once per year upon the request of the employee.

***For Atlantic***

Vacation pay to be paid on employee's anniversary date or upon the request of the employee, for the next preceding pay period. Employees may request an advance of up to seventy-five percent (75%) of their gross vacation pay amount prior to the start of their vacation. An adjustment will be made on the following pay period.

**15.06** Vacation pay shall be calculated on employee's gross earnings.

## **ARTICLE 16 – PAID HOLIDAYS**

**16.01** For the purpose of this Agreement, the following eleven (11) days are paid holidays under the terms and conditions outlined below:

- |                     |                                  |
|---------------------|----------------------------------|
| 1. New Year's Day   | 7. Remembrance Day               |
| 2. Good Friday      | 8. Christmas Day                 |
| 3. Victoria Day     | 9. Boxing Day                    |
| 4. Canada Day       | 10. Civic Holiday (*by province) |
| 5. Labour Day       | 11. Easter Monday                |
| 6. Thanksgiving Day |                                  |

\*NS & NB – 1<sup>st</sup> Monday in AUG; NL - Monday nearest JUN 24; PEI – 3<sup>rd</sup> Friday in AUG

**16.02** An employee will be paid an allowance of the number of hours they are regularly scheduled to work at his/her standard hourly rate for each of the holidays referred to in Article 16.01. In any event the employee shall not receive less than the average number of hours for that work provided that:

- a) He/she performs work, is scheduled off, on vacation, or on approved leave of absence on the day that the holiday is observed;
- b) He/she worked his/her last scheduled shift before and his/her first scheduled shift after the day the holiday is observed;
- c) In the event an employee has been on sick leave to a maximum of five (5) work days;

d) He/she must have worked twelve (12) shifts in the preceding month.

**16.03** An employee who works on any holiday as referred to in Article 16.01 will be paid at the rate of a hundred and fifty percent (150%) in addition to the allowance referred to in Article 16.02.

**16.04** Employees required to work on Christmas Day and/or New Year's Day will receive a meal voucher for ten (\$10.00) dollars.

## **ARTICLE 17 – LEAVE OF ABSENCE**

**17.01 a)** In the event of the death of an employee's spouse, common law spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law, the employee will be entitled to their next three (3) scheduled work days with pay commencing from the notification of the death. Should the funeral not fall within these three (3) days the employee shall be allowed a day off without pay to attend the funeral. Employees may be required to provide a copy of the death certificate by the end of the following pay period. If notified of the death while on duty, the employee will be permitted to leave with pay. Bereavement leave will commence the following scheduled shift.

**b)** If the death of any aforementioned relative occurs out of town, an additional day without pay will be granted to run consecutively after the previously mentioned days of bereavement leave.

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

**17.02** The Company agrees to abide by the appropriate legislation in the case of maternity/paternity leave and adoption leave and the employee will be reinstated to his/her former position, if available, or a similar position at the expiration of such leave.

**17.03** An employee shall be granted a leave of absence without pay from the Company to work for the Union to a maximum of two (2) years.

**17.04** **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.

**Jury and Crown Witness Leave** – An employee called to serve as a juror or as crown witness must inform his Employer as soon as he receives the subpoena and the Company will reimburse him the difference between his jury or witness duty fee, and his regular wages. Said employee will be paid as if he had worked for time spent including travel during regularly scheduled work days for the employee. An employee shall suffer no loss in wages while serving as a subpoenaed witness or for jury duty, including the jury selection process, during regular working hours, if selected.

**17.05 Public Office Leave** – Upon written request by the Union and the individual concerned, the Company shall grant leave of absence without pay to any employee elected to and without pay while campaigning for his own election to the Provincial Legislature or the House of Commons. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election.

**17.06 Sick Leave**

- a) Regular employees shall earn paid sick leave at the rate of  $\frac{3}{4}$  days per month to a total of eight (8) days in a year based on an employee's regularly scheduled hours.
- b) Regular pay excludes vacation, statutory holidays not worked and overtime. Sick days will be paid out in accordance with time taken based on regularly scheduled hours.
- c) Sick leave will be based on hours banked. The formula shall be one hundred and fifty-five (155) hours worked shall equal six (6) hours banked ( $155 \div 6$ ) to a maximum of sixty-four (64) hours per year. Hours worked do not include vacation, statutory holidays not worked and overtime. Time off for sickness shall be paid out in accordance to the number of time taken. If the time is not used in the calendar year the Company agrees to the following: there will be a voluntary carry-over to a maximum of twenty-four (24) hours to the next year and the remaining time shall be paid out to the employee. The Company will pay out in the second pay period of the coming year for any time remaining as of the last pay period in December of the current year.

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

- 17.08 a)** A leave of absence may be granted to an employee following an agreement with the Company. This agreement must be signed by the Employee and the Company.
- b)** Special consideration shall be given to leave of absence for Family Emergencies.
- 17.09** Except for pay purposes, an employee shall continue to accumulate seniority during the term of any leave of absence.
- 17.10** No probationary employee shall be granted a leave of absence under Article 17.08(a).

## **ARTICLE 18 – HEALTH AND SAFETY**

- 18.01** The Company shall make all reasonable provisions for the occupational health and safety of its employees. All rights and privileges established under the laws of the Province or the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.
- 18.02** The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies.
- 18.03** The Joint Health and Safety Committee shall consist of an appropriate number of committee members selected by the Union members and an appropriate number from Management. The Committee shall meet as required and in any event at least once per month.
- 18.04** The time spent in meetings shall be paid at the regular straight time of the employees by the Company.
- 18.05 a)** The Company will insure that first-aid facilities are made available at the work site.
- b)** Surgical or other proven protective gloves must be worn at all times by all employees during physical search of both passengers and baggage. The Company shall provide gloves.
- 18.06** PBS employees assigned to regular rotation shall not perform his work for more than fifteen (15) consecutive minutes in any one screening position. No employee will leave his post until he has first been relieved.

- 18.07** The Company will not require employees to participate in searches of the Company's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches; however, the Company shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Company's equipment, property or premises.

## **ARTICLE 19 – BULLETIN BOARDS**

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

## **ARTICLE 20 – NOTICES**

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

**TO THE COMPANY:**

Securitas Transport Aviation Security Ltd.  
455 Fenelon Boulevard, Suite 100  
Dorval, Q.C. H9S 1V3

**TO THE UNION:**

United Steelworkers  
Local 5319  
Unit 3 – 294 HWY 2,  
Enfield, NS  
B2T 1C9  
E-mail: president5319@eastlink.ca

United Steelworkers Local 9342  
PO Box 1495 Stn. C  
St. John's, NL A1C 5N8  
E-mail: usw9342@gmail.com

- 20.02** Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after date of mailing. The registration receipt shall establish the date of mailing.
- 20.03** The Company or the Union may change its address at any time by notice as set out in Article 20.01.

- 20.04** The parties may use E-Mail to provide notice but will follow up with regular mail.

## **ARTICLE 21 – TRAINING AND EQUIPMENT**

- 21.01** Recognizing the uniqueness of the job being performed within the establishment, the Company shall make available a training program for all employees based upon CATSA regulations.
- 21.02** All training and testing performed by employees shall be on paid time.
- 21.03** It is the policy of Securitas Transport Aviation Security Ltd. that employees at some time during their career with Securitas Transport Aviation Security Ltd. may have to travel for reasons as required by the company.

The following procedures will provide Securitas Transport Aviation Security Ltd. employees with guidelines governing travel.

### **PROCEDURES**

#### **Scheduling**

- The Company reserves the right to alter any employees working schedule to accommodate training. No schedule will be altered below employees regularly scheduled hours.
- The Company will provide each employee with as much notice as possible of any schedule change due to training requirements. The Company will also provide each employee with a minimum of one (1) week notice unless circumstances beyond our control require change to training schedules. (This does not apply to probationary employees undergoing Foundations 1 & 2 training).

#### **Travel for training**

Employees traveling for training will follow these guidelines:

- Employees will be paid four (4) hours travel time. Terms and conditions outlined in the collective agreement will apply.
- Under specific uncontrollable conditions travel time exceeding four (4) hours may be approved depending on individual circumstances. For example: flight delays, rerouting of flights, availability of flights

to get the employee to their destination within a reasonable amount of time, etc.

- Reasons not to be considered to exceed four (4) hours travel time: mechanical breakdown of vehicle, getting lost en route, running out of gas, etc.
- The Company will book all flights for employees.

### **Accommodation**

- The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.
- The Company will automatically book hotel rooms for employees.

### **Per Diem**

- A daily per diem of \$86.35 will be given to employees in advance of estimated travel duration. In case of a half-day of four (4) hours or less, the amount will be adjusted to \$43.18.
- Partial per diem will be payable to employees for partial days of travel.
- Travel which is extended beyond the estimate of per diems already paid will be payable upon receipt of travel claim forwarded by the employee to their supervisor.
- Travel for which per diems have already been paid and are shorter than estimated will be taken back from the employee in an agreed upon manner between the employee and the payroll department.

### **Personal Vehicle Use**

- Travelers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on behalf of Securitas Transport Aviation Security Ltd.
- Any travel which is in excess of four hundred (400) kilometers from the airport from which the employee is regularly assigned will have the option of flying to the destination.
- If the employee so chooses to use their personal vehicle they will be paid a kilometer allowance of fifty-two (52) cents a kilometer.

- Mileage allowance will be paid at the applicable per kilometer rate.
- Any travel which is less than four hundred (400) kilometers from the airport from which the employee is regularly assigned the employee will be paid for kilometers actually driven to get to the destination.
- The employee will be offered the option to fly from their home airport to the training center in the event of inclement weather or other safety considerations.
- If an employee of the group decides to use their personal vehicle, the vehicle owner will be paid the allowable kilometer rate.

#### **Rental Vehicle**

- Travel that involves multiple employees will be offered the option to use a rental vehicle or car pool.
- The Company will provide the rental vehicle, insurance and will supply a gas card to the driver for all gas purchases directly related to the travel.

#### **Entertainment**

- Entertainment expenses are not claimable while attending training sessions.

**21.04** Training shall be offered on a seniority basis. When training can't be done in order of seniority for operational requirements the Company will meet with the union to discuss the situation and resolution before the training is to begin.

In the event that an employee is not successful during training, this employee will not be considered in priority for the same training in the next twelve (12) months.

**21.05** The Company will pay the cost of Medical Certificate every two (2) years. Employees shall be notified in writing thirty (30) days prior to the expirations of Medical Certificate.

**21.06** The Company agrees to maintain employee's first aid certificate following two (2) complete years of service.



## **ARTICLE 22 – BENEFIT PLAN**

**22.01** The Company shall contribute to the Steelworkers Trusted Benefit Plan (the “Plan”) on behalf of each employee for each pay period an amount as per the attached Schedule “A”.

“Hours Worked” means all hours for which an employee receives wages or salary, and includes, without limited the generality of the foregoing, vacation pay, holiday pay, and hours for which such employee is absent for approved union business.

Any employee off for injury or illness shall continue coverage for twelve (12) weeks.

**22.02** Contributions to the Plan shall be made for employees who are on legislative leave as defined by the Canada Labour Code and are based on a prorated basis of hours worked in the previous three months. Examples of such leave (maternity, sick leave, and workers’ compensation).

If an employee is laid-off, contributions to the Plan shall continue to the end of the month in which the lay-off occurs.

**22.03** The Company shall ensure that the contributions are received by the Plan no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which benefits are to be provided to employees.

**22.04** The Company agrees to provide the Plan, on a timely basis, all information that the Administrator may reasonably require in order to properly record and process benefits.

## **ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE**

**23.01** The parties included in this agreement will form a Labour Management Committee to a maximum of two (2) members appointed by the Company and a maximum of two (2) members appointed by the Union.

The Company representatives should be:

1. Director of Service Delivery (DSD)
2. Human Resources Representative

The union representatives should be:

1. Unit Chair – one per airport
2. Member from Local 9342 & Local 5319

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

Meetings may be attended via conference call.

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

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

**23.02** The task of this Committee shall be to:

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

## **ARTICLE 24 – GENERAL PROVISIONS**

**24.01** Rights, privileges and benefits presently in effect or provided to employees will remain in full force and effect for the duration of this agreement.

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

## **ARTICLE 25 – PENSION PLAN**

**25.01** For the term of this agreement the Company will match the employee's mandatory contribution into the Steelworkers Pension Plan up to the percentages as highlighted in Schedule "A" of the employee's annual gross earnings.

## ARTICLE 26 – DURATION

- 26.01** This agreement shall come into effect April 1<sup>st</sup>, 2015, except as where noted otherwise and remain in full force until March 31<sup>st</sup>, 2018. The agreement shall continue to bind the signatories month after month, except if a written notice to perform from one of the parties who wishes to revise such agreement is addressed to the other party within ninety (90) days prior to the expiry date or any other successive expiry date established month after month.
- 26.02** Once the notice to perform to negotiate collectively has been remitted, the Union and the Company must enter into negotiations without delay and conduct them promptly and in good faith, without omitting any reasonable effort in order to reach a collective agreement.
- 26.03** The Letters of Understanding attached hereto form part of this Collective Agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 28<sup>th</sup> day of August, 2015.

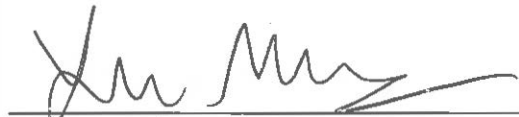
**Securitas Transport Aviation  
Security Ltd.**

  
Philippe Arnold

  
Michael Drake

  
Kimberly Dawe

**United Steelworkers - Local 5319**

  
Lawrence McKay

  
Linda Kelly

**United Steelworkers - Local 9342**

  
Boyd Bussey

  
Brian Parker

## SCHEDULE "A"

<b><u>Effective Date</u></b> <b>(Hours worked)</b>	<b><u>Level 1</u></b>	<b><u>Level 3.1</u></b> <b>(0-2080)</b>	<b><u>Level 3.2</u></b> <b>(2081-4160)</b>	<b><u>Level 3.3</u></b> <b>(4161-6240)</b>	<b><u>Level 3.4</u></b> <b>(6241&lt;)</b>
<b>March 27, 2015</b>	\$ 16.85	\$ 19.17	\$ 19.56	\$ 19.96	\$ 20.37
<b>April 1, 2016</b>	\$ 17.23	\$ 19.60	\$ 20.00	\$ 20.41	\$ 20.83
<b>March 31, 2017</b>	\$ 17.66	\$ 20.09	\$ 20.50	\$ 20.92	\$ 21.35

To move from one Level 3 rate to another, the employee must work the hours set out above. Hours worked before the employee has been certified Foundation 2 are not included in the calculation for the Advancement of steps.

All levels and duties will be CATSA certified and trained and progression will be based on hours that a Screening Officer has been employed as a PBS.

In the event that in the future a premium is provided for employees who have attained and NPS, EDX, CTX or any other designation, Securitas Transport Aviation Security Ltd. will pass on such negotiated increases to the employees who are qualified to perform such duties.

<b>Effective Date</b>	<b>SCC Remuneration</b>	<b>Hourly Wage</b>
<b>March 27, 2015</b>	L3.4 + 12.5%	\$ 22.92
<b>April 1, 2016</b>	L3.4 + 12.5%	\$ 23.43
<b>March 31, 2017</b>	L3.4 + 12.5%	\$ 24.02

<b>Pension Plan</b>		
<b>Effective Date</b>	<b>Employee Contribution</b>	<b>Company Contribution</b>
<b>April 1, 2015</b>	4.00%	4.00%

<b>Medical Plan</b>	
<b>Effective Date</b>	<b>Company Contribution</b>
<b>Ratification</b>	\$ 1.43 / hour worked
<b>April 1, 2016</b>	\$ 1.46 / hour worked
<b>March 31, 2017</b>	\$ 1.49 / hour worked

#### **Northern Allowance (Wabush, Goose Bay and Churchill Falls)**

Employees working at the Wabush, Goose Bay and Churchill Falls airports will receive a Northern Allowance of four dollars (\$4.00) per hour work.

#### **Volume, Risk, Stress, Consequences Bonus (VRSC)**

Employees working at the Halifax, Moncton and St. John's airports will receive a VRSC bonus of one dollar and twenty-nine cents (\$1.29) per hour worked.

For the purposes of calculating the bonus set out by this letter of understanding, only the following hours will be utilized: Regular hours worked, Overtime hours (paid at the regular premium rate), Worked Statutory Holidays (paid at the regular premium rate), Paid sick leave, Paid bereavement leave and other paid leaves of absence. Vacation Pay, Statutory Holiday Pay and unpaid leaves of absences will not be utilized.

## LETTER OF UNDERSTANDING # 1

### Re: Scheduling

The Company and the Union agree to apply the following principles when implementing work schedules.

#### Principles for Scheduling

- Preference by seniority;
- Combination of fixed and rotational shifts;
- Fair and Equitable distribution of hours;
- Consistency;
- Length of shifts (Airport Specific);
- Every effort will be made to avoid split shifts;
- Advance notice of schedule changes;
- If a need to move someone exists then the junior person must move.

Signed

Securitas Transport Aviation  
Security Ltd.

A stylized, handwritten signature in black ink, appearing to be a combination of the letters 'M' and 'A', written over a horizontal line.

United Steelworkers - Local 5319

A handwritten signature in black ink that reads 'Linda Kelly', written over a horizontal line.

United Steelworkers - Local 9342

A handwritten signature in black ink, appearing to be 'B. D. H.', written over a horizontal line.

## LETTER OF UNDERSTANDING # 2

### Re: Work Hours

Effective November 1<sup>st</sup>, 2011 union hours shall be considered work hours for the purpose of this agreement.

Signed

Securitas Transport Aviation  
Security Ltd.



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United Steelworkers - Local 9342



### LETTER OF UNDERSTANDING # 3

#### Re: Security Checkpoint Coordinator

A SCC will be assigned the Lead SCC when there is no SSM either at the beginning or end of shift.

This assignment will be voluntary on the basis of seniority. If all refuse then the junior person must accept the assignment.

A premium of \$1.00 per hour shall apply.

SCC will not be used to replace SSM's or act as SSM's.

In Halifax a Lead SCC is only to be used between midnight and 4 AM.

Signed

Securitas Transport Aviation  
Security Ltd.



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## LETTER OF UNDERSTANDING # 4

### Re: Temporary SSM / SCC – Atlantic

The Company may select one member of the bargaining unit to cover for SSM / SCC absence in each airport.

Duration of absence to be covered shall not exceed three months unless extended by mutual agreement between the Company and the union.

This letter cannot be used to replace permanent vacancies. Vacancies covered by this letter shall be vacations, sickness/accident or short absences.

The bargaining unit member shall continue to pay union dues during this assignment.

The union shall be notified in writing of the person selected. When a vacancy is being covered the union will be notified in writing who is being replaced, duration and reason.

Signed

Securitas Transport Aviation  
Security Ltd



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## LETTER OF UNDERSTANDING # 5

### Re: SCC as Supervisor – Atlantic

The Union agrees to a SCC formerly known as working supervisor, at the following airports:

- Stephenville
- Bathurst
- Gander
- Goose Bay
- Wabush
- Charlottetown
- Sydney
- St. Anthony
- Churchill Falls

This position will not be part of the bargaining unit. This position will not result in an increase or decrease in the required staffing. The Company agrees to appoint a SSM in an airport where staffing level of at least thirty (30) employees is maintained for a minimum of six (6) months. As operational requirements during peak periods change, each airport will be evaluated in consultation with the union. Based on this evaluation the Company agrees to add an additional point leader to the complement for an agreed to number of hours to assist with the operational requirements.

Signed

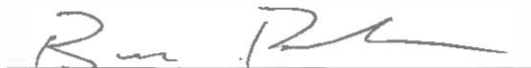
Securitas Transport Aviation  
Security Ltd.

A handwritten signature in black ink, appearing to be 'M. H. L.', written over a horizontal line.

United Steelworkers - Local 5319

A handwritten signature in black ink, appearing to be 'Linda Kelly', written over a horizontal line.

United Steelworkers - Local 9342

A handwritten signature in black ink, appearing to be 'Ron P.', written over a horizontal line.

## LETTER OF UNDERSTANDING # 6

### Re: Premium Pay for Split Shift – Atlantic

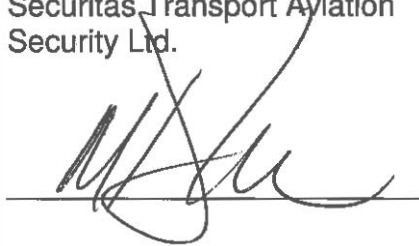
Securitas Transport Aviation Security Ltd. agrees to pay employees who are required to work a split shift a premium rate subject to the following conditions:

- A split shift is defined as an employee who is regularly scheduled to work at an aerodrome a minimum of four (4) hours with a break in working hours followed by a second shift consisting of a minimum of four (4) hours in the same day.
- Employees must work both portions of split shift in order to qualify for premium pay.
- Premium pay for split shift will be paid once per day as follows:

Ratification – March 31, 2015: \$24.00

Signed

Securitas Transport Aviation  
Security Ltd.

A handwritten signature in black ink, appearing to be 'M. Kelly', written over a horizontal line.

United Steelworkers - Local 5319

A handwritten signature in black ink, appearing to be 'Linda Kelly', written over a horizontal line.

United Steelworkers - Local 9342

A handwritten signature in black ink, appearing to be 'B. R.', written over a horizontal line.

## LETTER OF UNDERSTANDING # 7

### Re: Premium Pay for Split Shift – Halifax

Securitas Transport Aviation Security Ltd. agrees to pay employees who Work a split shift a premium rate subject to the following conditions:


- A split shift is defined as an employee who is regularly scheduled to work at an aerodrome a minimum of four (4) hours with a break in working hours followed by a second shift consisting of a minimum of four (4) hours in the same day.
- Employees must work both portions of split shift In order to qualify for premium pay.
- Premium pay for split shift will be paid once per day as follows:

Ratification – March 31<sup>st</sup>, 2015: \$24.00.

- A pool of employees willing to work split shifts will be created on a voluntary basis. This pool will be valid for sixty days at a time. Employees may opt to add their name to the pool at any time, however must commit to a sixty (60) day period before they may remove their name from the list.
- Employees will be scheduled these shifts as per their seniority within the pool when split shifts are required.

Signed

Securitas Transport Aviation  
Security Ltd.



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## **LETTER OF UNDERSTANDING # 8**

### **Re: Travel**

The Company is required by its contract with CATSA to provide passenger and hold baggage screening at all Transport Canada designated airports in the Eastern Region which includes airports in Quebec, the Atlantic Provinces and Nunavut.

Some of the airports in the Eastern Region are inactive at present, others have seasonal operations only and still others have unique and different characteristics.

In addition, and from time to time, designated airports in other CATSA Regions may require screening support from our Region. A recent example of such a requirement was the Vancouver Winter Olympics.

As is often the case in an airport and airline environment, the ability to respond to a variety ever changing circumstances is a key success factor for the Company.

The opportunity for screening personnel to travel and work at different locations can be very rewarding and exciting for those involved.

As the screening requirements, the duration and nature of assignments necessitating travel and the amount of lead time available to both plan and implement away for base screening varies widely, the Company and the Union have agreed to the following:

1. The Company will meet with the union to review the requirements of the assignment and to determine how to best provide the necessary screening services,
2. It is the preference of the Company and the Union that all such assignment are filled on a voluntary basis from a pool of qualified screeners
3. The company will provide transportation, accommodation and per diem allowances where necessary,
4. Depending upon the nature of the assignment other allowances will be provided,
5. The wage rates for screening employees who participate in an assignment contemplated by this Letter of Agreement will not be reduced.
6. It may be necessary for the Company to alter an employee's shift schedule in order to accommodate an assignment at a different airport.
7. Where an employee covered by a collective agreement between STAS and the USW, travels and works at any airport and/or holds a position outside the scope of such collective agreements, such employee shall not lose seniority while on such assignment.
8. When an employee is required to perform duties at an airport where the USW is not the bargaining agent, the terms and conditions of the employees CBA will apply to the affected individuals only.
9. Laid off employees will be given the first opportunity to work, provided they are qualified and available at the time of the assignment.

## **LETTER OF UNDERSTANDING # 9**

### **Re: Revised Work Schedule**

Securitas Transport Aviation Security Ltd. agrees to the following conditions related to the revised work schedule for all airports in Atlantic Canada that will take effect on November 1<sup>st</sup>, 2011:

Employees who are scheduled to work ten (10) hour shifts will be compensated as follows:

The parties hereby agree to modify Article 14 - HOURS OF WORK AND OVERTIME to reflect the following:

- Article 14.01b) as it applies to regularly scheduled ten (10) shifts will be paid at employee's regular rate of pay.
- Article 14.02a) as it applies to daily hours worked in excess of ten (10) hours will be paid at one and one half times the rate of pay and as it applies to weekly hours worked in excess of forty (40) hours will be paid at one and one half times the rate of pay.
- Article 14.07c) as it applies with the following changes to rest breaks of employees who work a ten (10) hour shift:

"Three (3) fifteen (15) minute paid breaks to be taken within thirty (30) minutes before or after each two hour interval. A meal period to be taken at four (4) hours after reporting for shift. Rest and meal breaks to be taken as close as possible to stated times."

The parties hereby agree that Article 15 - ANNUAL VACATION to reflect the following:

- Article 15.02 - A week as referred to in Article 14.01b) may be taken as a scheduled shift rotation by mutual agreement. For employees scheduled on a ten (10) hour shift rotation a day will be defined as ten (10) hours and a week will be defined as four (4) days or forty (40) hours.

Employees who work on statutory holidays will be paid as per the collective agreement Articles 16 - PAID HOLIDAYS as it applies to the ten (10) hour shift schedule in effect. These changes shall be in effect from November 1<sup>st</sup>, 2011 and for the term of the ten (10) hour schedule.

The parties hereby agree to modify Article 16.02 to reflect payment on Holiday's will be for ten (10) hours.

- Article 16.02 - An employee will be paid an allowance of the number of hours they are regularly scheduled to work at his/her standard hourly rate for each of the holidays referred to in Article 16.01. In any event the employee shall not receive less than the average number of hours for that work provided that:
  - a) he/she performs work, is scheduled off, on vacation, or on approved leave of absence on the day that the holiday is observed.
  - b) he/she worked his/her last scheduled shift before and his/her first scheduled shift after the day the holiday is observed.
  - c) in the event an employee has been on sick leave to a maximum of five (5) work days.
  - d) he/she must have worked twelve (12) shifts in the preceding month.

#### Article 17.01 a) - Bereavement Leave

In the event of the death of an employee's spouse, common law spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law, the employee will be entitled to their next three (3) scheduled work days with pay commencing from the notification of the death. Should the funeral not fall within these three (3) days the employee shall be allowed a day off without pay to attend the funeral. Employees may be required to provide a copy of the death certificate by the end of the following pay period. If notified of the death while on duty, the employee will be permitted to leave with pay. Bereavement leave will commence the following shift. For employees working a ten (10) hour schedule a day is considered to be ten (10) hours.

#### Article 17.06 - Sick Leave

- b) Regular pay excludes vacation, statutory holidays not worked and overtime. Sick days as it applies to the ten (10) hour shift shall mean an employee will be entitled to be paid out in increments in accordance with time taken.

## POINTS OF CLARIFICATION

- An employee who is regularly scheduled an eight (8) hour shift and for any reason accepts to work a ten (10) hour shift will be paid at regular rate of pay for these hours.

Signed

Securitas Transport Aviation  
Security Ltd.



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## LETTER OF UNDERSTANDING # 10

### Re: Expedited Arbitration

"Expedited Arbitration": Notwithstanding the terms establishing the arbitration procedure set out in Article 10 of the collective agreement, the parties may, as mutually agreed, submit a grievance to expedited arbitration.

Both parties have until the commencement of the proceedings to withdraw from the expedited arbitration procedure.

Unless otherwise agreed upon by both parties, the expedited and informal cases will not require any preliminary documentation, except for a joint statement of the facts, to be remitted to the arbitrator prior to the hearing.

The parties have to verbally explain their positions at the hearing. Written documents are not necessary in expedited and informal cases. The parties can submit their documents, files or other elements of proof as they wish.

There will be no precedents arising from an arbitrator's decision in an expedited arbitration that could be used in future cases. Decisions rendered in the expedited process shall not be quoted in presenting other cases nor discussed with anyone other than a party to the arbitration. Any written material shall only be provided to the other party and/or the arbitrator.

If, at any given time during the presentation of an expedited and informal case, and after consulting with the parties, the arbitrator or either party realizes that the issue before him is better suited for regular procedures instead of this process, the arbitrator may return the matter to the parties and in such instances the arbitration process set out in Article 10 applies.

Signed

Securitas Transport Aviation  
Security Ltd.



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## LETTER OF UNDERSTANDING # 11

### Re: Banked Overtime

The Company agrees to establish an overtime bank under the following conditions:

1. Employees can bank up to a maximum of forty (40) hours;
2. Utilization of the banked hours are subject to prior approval by the Company, which shall not be unreasonably withheld;
3. The banked overtime will not be paid out, except:
  - a. in the case of termination; or
  - b. when the banked time is used;
4. Only worked overtime can be banked, excluding overtime paid for statutory holidays or any other non-worked overtime.
5. Unused banked time will be paid out to employees on or before December 15<sup>th</sup> or carried over to the next year if requested. This will be paid out annually, in December of each year.

Signed

Securitas Transport Aviation  
Security Ltd.



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## LETTER OF UNDERSTANDING # 12

### Re: Vacation Bid Proposal

The Company and the Union agree that the vacation allotment process needs to be reviewed. Prior to the implementation of the 2016 vacation bid, which will take place in November 2015, both parties will meet to clarify the new process and procedure. The text below was proposed in bargaining and will be used as the starting point.

Company will issue a memo stating that the vacation selection will begin November 15<sup>th</sup> with the first person on the seniority list and continue through until completion or until November 30<sup>th</sup>. Time periods for picking vacation selections will be assigned to employees.

On November 15<sup>th</sup> would have a calendar of the current bidding year that indicates how many slots (Screening Officers) were allotted per week. A Company representative and a union representative, working with a current seniority list will call employees by seniority according to time slots provided.

At this time, the employee with chose their week(s) of entitlement from the calendar. The Company representative will indicate the week(s) chosen by the employee on the calendar and will provide a written approval of such week(s) to both the employee and the Union. As each employee selects their vacation bid, the calendar slots will fill up, allowing employees to visually see on the calendar which weeks are still available.

Once all employees have selected their vacations, the process is completed. The calendar becomes the master copy and the written approval form for the employer and employee will serve as backup.

Signed

Securitas Transport Aviation  
Security Ltd.



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United Steelworkers - Local 9342

