# **VOLUNTARY RECOGNITION AGREEMENT**

(Montreal – Security Checkpoint Coordinators)

#### **BETWEEN:**

THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)

Hereinafter "the USW"

- and -

## SECURITAS TRANSPORT AVIATION SECURITY LIMITED

Hereinafter "Securitas"

Whereas the USW currently represents the bargaining unit of pre-board screening staff currently described as Point Leaders at the Dorval airport in Montreal ("the Bargaining Unit");

Whereas CATSA announced that it intended to enter into four screening contracts with screening contractors, each covering a region which includes several airports ("Regions");

Whereas Securitas was the screening contractor whose bid was chosen by CATSA in respect of the Eastern Region of Canada ("the Region");

Whereas, as per the contract awarded by CATSA, Securitas will begin providing pre-boarding screening services at the Dorval airport on November 1, 2011 (the "Commencement Date");

Whereas Securitas will hire and employ pre-board screening staff, including those currently in the Bargaining Unit, to work at the Dorval airport;

Whereas the USW and Securitas wish to ensure a smooth transition as Securitas employs members of the Bargaining Unit;

Whereas Securitas wishes to voluntarily recognize the USW as the bargaining agent for the Point Leaders which it employs to work at the Dorval airport;

Whereas Securitas and the USW have agreed to the terms and conditions of a new collective agreement attached hereto as Appendix "A", to be effective on the Commencement Date and expiring on March 31, 2012;

Whereas Securitas and the USW mutually agree that Securitas' operations as contemplated by this agreement would not constitute either a sale of business or a successorship from any previous security services provider under contract with CATSA;

Whereas Securitas and the USW mutually agrees and acknowledges that Securitas is neither accountable or responsible for any fact or event that gave rise or could give rise to any claim, recourse or legal proceeding of any kind by the USW prior to the Commencement Date. USW acknowledges and affirms that Securitas has no legal liability in respect of any such fact or event occurring prior to the Commencement Date and that any pending or potential claim, recourse, or legal proceeding the USW has or may have against the previous screening provider prior to or after the Commencement Date will not be transferred to or assumed by Securitas.

# NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. The following terms and conditions will become effective upon Securitas entering an agreement with CATSA to provide pre-board screening services at airports within the Region (the "Agreement Date").
- 2. "Commencement Date" means the date Securitas begins providing preboard screening services at airports within the Region.
- 3. Securitas voluntarily recognizes the USW as bargaining agent for the Bargaining Unit of Point Leaders at the Dorval airport in Montreal.
- 4. The USW agrees that it will take all measures to ensure a harmonious transition of represented employees from their previous employer to Securitas without interruption in pre-board screening services.

- 5. Securitas agrees that it shall not initiate or support any challenge to this Voluntary Recognition Agreement under the Canada Labour Code (the "Code"). For clarity, Securitas agrees that it shall remain neutral in all forums or venues with respect to any application challenging the right of the USW to continue to represent the employees in the Bargaining Unit, and that it shall take no position in the event of a representation vote among those employees.
- Securitas will credit employees hired, with Service and Seniority based on their Service and Seniority with their previous employer as of October 31<sup>st</sup>, 2011
- 7. The USW agrees that it shall not initiate or support any challenge under the Canada Labour Code (the "Code") or otherwise to have Securitas' operations, as contemplated in this agreement, considered to be the sale of business or a successorship from any previous screening provider.
- 8. Except as provided in paragraphs 5 and 7 above, the parties agree that nothing in this Voluntary Recognition Agreement limits any rights which either party may have under the Code or as a party to a Collective agreement.
- 9. Securitas agrees to hire all Point Leaders employed as at the Commencement Date provided however that any Point Leader who has not completed a 90 day probationary period as at the Commencement Date shall be subject to a 90 day probationary period commencing from the Commencement date. Securitas also reserves the right to refuse to hire employees who do not meet the requirements for Transport Canada security clearance or a Restricted Area Identification (RAIC) card or who provide an unfavourable employment reference.
- 10. Securitas agrees that scheduled vacation periods and employee shift schedules will not be subject to change until March 31, 2012.
- 11. Securitas and the USW agree to enter into the collective agreement in attached hereto as Appendix "A". This new collective agreement shall be effective from the Commencement Date and shall expire on March 31, 2012.

- 12. The USW and Securitas agree that they will apply, if necessary, for the consent of the CIRB to the term of the collective agreement running from the Commencement Date to March 31, 2012. If such consent from the CIRB cannot be obtained, USW and Securitas agree that the term of the collective agreement at Appendix "A" will be of no more than one (1) year from the Commencement Date, to expire on October 31, 2012. However, USW and Securitas agree to engage in negotiations concerning all other aspects of working conditions contained in the collective agreement at Appendix "A", save and except the term of these agreement, and to revise their contents, such that new provisions will apply as of April 1, 2012, as the case may be and as the parties may agree. It is understood that no strike, no work slow-downs, or other concerted employee activity designed to restrict or limit output, or lock-out, can be exercised during the life of the collective agreement.
- 13.It is agreed and understood that Securitas may replace the Point Leaders' job title with "Security Checkpoint Coordinator".

Mathalie Rapoint

Signed in Montreal this 21 day of October, 2011

# APPENDIX A

# COLLECTIVE AGREEMENT

# BETWEEN

LOCAL 1976 USW

Hereinafter called:

THE UNION

And

SECURITAS TRANSPORT AVIATION SECURITY LTD

Hereinafter called:

THE EMPLOYER

(SECURITY CHECKPOINT COORDINATORS-YUL)

2011/2012

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#### ARTICLE 1 PURPOSE OF THE AGREEMENT

- 1.01 a) The purpose of this agreement is to establish the working conditions of employees covered hereby and to establish orderly relations between the Employer and the employees and their respective representatives in compliance with the laws, authority, rights and obligations of the parties.
  - b) It is agreed between the parties and, for the purposes of interpreting this collective agreement, that wherever the masculine is used, the feminine may be substituted.

#### ARTICLE 2 RECOGNITION AND JURISDICTION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for the employees to whom this collective agreement applies.
- 2.02 a) The Union recognizes the Employer as the sole bargaining agent for unionized employees or for those who become unionized.
  - b) This agreement shall apply to all employees covered by the Accreditation Certificate issued by the Canadian Industrial Relations Board on \_\_\_\_\_\_2011.
- 2.03 This agreement shall apply only to employees of the Employer subject to this agreement who belong to any of the classifications listed herein and who are covered by the Certification Order.
- 2.04 a) An employee promoted to a position excluded from the bargaining unit shall accrue seniority for a period of ninety (90) calendar days and may return to his former position within this ninety (90) calendar day period. However, the Company has the right to extend this period by an additional thirty (30) calendar days; the request to do so shall be made to the Union, in writing, no sooner than the eightieth (80) day and no later than the eighty-ninth (89) day. During this period, the employee continues to pay regular Union dues but other dispositions of the Collective Agreement do not apply.
  - b) It is understood that an employee who returns to the bargaining unit after the ninety (90) calendar day period, or one hundred and twenty (120) calendar day period if the Company uses its right, shall be considered a new employee for the purpose of applying seniority.
  - c) Notwithstanding the preceding, when filing a temporary position outside of the bargaining unit, on leave for a temporary period, the employee temporarily promoted shall keep his seniority for a maximum period of 1 year, which could be extended by mutual agreement due to extraordinary circumstances. During this period the employee continues to pay an amount equal to regular Union dues, however no other disposition of the Collective Agreement shall apply.
  - d) Notwithstanding the preceding, when filing a temporary position outside of the bargaining unit, the employee temporarily promoted shall keep his seniority for a maximum period of ninety (90) calendar days; this period could be extended by mutual agreement due to extraordinary circumstances. During this period the employee continues to pay an amount equal to regular Union dues, however no other disposition of the Collective Agreement shall apply

- 2.05 No employee shall be laid off as a consequence of awarding a subcontract.
- During the life of this Collective Agreement, the Employer agrees not to lock out employees and the Union and its officers agree that there shall be no strike, picketing or work slowdown intended to restrict service or any other concerted action that may result in a reduction or obstruction of work or service.
- 2.07 It is understood that disciplinary action may be applied to any employee who takes part in or induces other employees to take part in any such strike, service slowdown, picketing or any other concerted action that may result in a work stoppage or reduction.
- 2.08 For the life of this Collective Agreement the Union undertakes that neither it nor its officers shall authorize, encourage or participate in any work stoppage, strike or picketing directed against the Employer or in any service slowdown.
- 2.09 A person excluded from the bargaining unit may not perform the duties of a SCC in lieu of a SCC except to assist the SCC in emergency situations.

#### ARTICLE 3 DEFINITION OF TERMS

#### 3.01 Definition of terms

For the purpose of applying this Collective Agreement, the following expressions shall mean:

- a) "Probationary Employee": Refers to any employee who has not completed a probationary period of one hundred and twenty (120) calendar days from his first day of work.
- b) "Trial Employee": Refers to any employee who, pursuant to the implementation of a new classification, has not completed a trial period of sixty (60) calendar days. This period may be extended by an additional thirty (30) calendar day period by the employer.
- c) "Regular Employee": Refers to any employee who has completed his probationary period or trial period and who is scheduled to work more than twenty-five (25) hours per week.
  - An employee who has obtained his status as a regular employee shall maintain his status when a schedule is no longer available for his status. A regular employee who refuses a regular employee schedule shall become a part-time employee.
- d) "Part-Time Employee": Refers to any employee who has completed his probationary period and trial period and who is scheduled to work twenty-five (25) hours or less per week.
  - An employee who has obtained his status as a part-time employee shall maintain his status when a schedule is no longer available for his status. A part-time employee who refuses a part-time employee schedule shall become a casual employee.
- e) "Casual Employee": Works available hours that regular employees and part-time employees are unable to work;

f) "Spouse": A man or a woman

We understand by spouse the person legally married to you, who lives with you or is dependent upon you. If there is no legal spouse eligible, it is a person who qualifies as spouse as per definition of spouse in paragraph 2 (1) of the *Canadian Human Rights Benefit Regulations*, provided that you have publicly identified that person that could be of the opposite or the same sex, as your spouse and that you have lived together in a situation similar to a married couple during:

- at least one year if both of you were free to get married, or
- at least three years if one of you was not free to marry.
- g) "Grievance": Any disagreement related to the interpretation or application of the collective agreement.
- h) "Security Checkpoint Coordinator": Definition as per SOP
- i) "Security Checkpoint Coordinator": Definition as per the SOP
- j) "Work Shift": To determine the status of an employee, the work shift is a period of a maximum of eight (8) or ten (10) hours, without consideration for the interruption for meals, during which period the employee provides the required services to the employer.
- k) "Work Location": Refers to PET Airport or any other place where the employee must go when requested by the Employer, to work or to receive training and testing.
- "Technological Changes": Means the adoption of equipment or hardware differing in nature or mode of operation from that used previously, and representing a change in the company's operating mode directly linked to this adoption.
- m) "Mutual Agreement": Means an agreement between the President of the Local Union and a Management Representative.
- n) "Site": Refers to every airports covered by the certification which are distinct location for the purpose of application and interpretation of the collective agreement, except where specifically mentioned in the collective agreement.
- o) "Local Rule": Agreement between the Unit President and the designated Company Manager.
- p) "Emergency": An emergency situation is created by an unusual or exceptional event, out of operational level control. This situation requires immediate action, without delay, to prevent consequences.

# ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Employer shall maintain the free exercise of all his rights except where this Collective Agreement contains an express provision to the contrary.
- 4.02 Without restricting the generality of the preceding article, the Union recognizes in particular that the Employer has the right to:
  - a) maintain the order, discipline and efficiency of employees;
  - b) hire, classify, transfer, promote, dismiss, lay off, suspend or discharge employees for just and sufficient cause;
  - c) put into force security and disciplinary regulations as described in the Employer's regulations book, subject to the grievance and arbitration procedure;
  - d) impose disciplinary sanctions and judge the skills, knowledge, effectiveness and abilities of the employees according to the Employer's regulations book, subject to the grievance and arbitration procedure;
  - e) without restricting the generality of the preceding, manage his business, determine the type of operation, administration methods, work schedule and decide on the expansion, limitation or cessation of operations.
- When the Employer appoints a new supervisor, he shall post the appointment at the workplace with a copy to the Union.

## ARTICLE 5 UNION DUES

- 5.01 Every new employee, rehired employee or employee called back to work shall pay Union dues, membership fees and other deductions in accordance with the Union's Constitution.
- The Employer shall deduct from the wages of each member of the bargaining unit, the required Union dues, fees and other deductions, every second week as required by the Union's Constitution.
- As per instructions from the Union, the Employer shall remit by cheque the amounts deducted before the fifteenth (15<sup>th</sup>) day of the month following deductions. The dues shall be forwarded to Local 1976 USW, 2360 De La Salle, Suite 202, Montréal, Québec H1V 2L1. Union dues collected from the wages along with a statement of individual dues deducted shall be remitted by the Employer to the proper Union Authority within 40 calendar days following the pay period from which dues were collected.
- 5.04 The monthly amount shall be accompanied by a statement showing the name of each employee for which an amount was deducted and the amount deducted during the month. This statement shall also indicate the name of employees for which no deductions were made and the reason why. It should also include any form required by the International Union.
- 5.05 The Union undertakes to compensate the Employer for any claim, legal proceedings or liability resulting from the deduction of Union dues provided for above.
- The Employer agrees to record the total amount of Union dues deducted for each employee on the appropriate T4 income tax slip of each employee.

#### ARTICLE 6 HUMAN RIGHTS

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion allowed at the workplace towards any employee on the basis of race, nationality, ethnic origin, colour, religion, age, sex, marital or familial status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment constitutes a conduct based on the above-mentioned grounds that tend to offend, humiliate or represent a form of discrimination. Harassment will be considered to have taken place if it is reasonably demonstrated that the conduct was importunate or inappropriate at the workplace.

Harassment may take many forms including: threat, intimidation, verbal abuse, unwanted remarks, innuendoes, offensive or inappropriate material, hate literature or offensive jokes.

Sexual harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

Sexual harassment may include but is not limited to: suggestive remarks, jokes, innuendos or taunting in a sexual context; unwarranted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding age or sexual orientation, or directed towards members of one sex or one's sexual orientation; sexual assault.

The Employer and the Union recognize that harassment or sexual harassment is unacceptable behaviour and will not be tolerated at the workplace. The Employer has a Discrimination and Harassment Policy. Employees with questions may contact the Human Resources Department.

# ARTICLE 7 UNION REPRESENTATIVES

- 7.01 The Employer undertakes to meet, by prior arrangement, with the Union's authorized representatives, stewards and officers to discuss and settle any current or potential grievance with respect to the interpretation and/or application of this agreement.
- 7.02 The authorized representatives, stewards and officials of the Union shall be recognized by the Employer as the employee's official representatives with the Employer's representatives and these last may, with advance notice, visit the employees in the place of employment for Union-related matters and with confirmation of the supervisory officer on duty.
- 7.03 The Union shall notify the Employer, in writing, of the names of the authorized representatives, stewards and officers. The Employer need not recognize the authorized union representatives, stewards and officers unless this procedure has been followed.

- 7.04 Leaves of absence without pay shall be granted by the Employer to Union stewards or to employees to attend the Union's meetings and conferences under the following express conditions:
  - a) that the Union has made a written request to this effect stating the names of the Union stewards for whom the leave is requested together with the date, duration and reason for the leave;
  - b) that such request has been made at least ten (10) days in advance;
  - c) that there are no more than two (2) concurrent absences:
- 7.05 In the case of a grievance, a steward may, during working hours and without loss of salary, submit a grievance according to the grievance procedure provided for herein, with the permission of his immediate superior, which permission shall not be unreasonably withheld.
- 7.06 An employee who is on leave under Article 7 shall continue to accrue his seniority during his absence.
- 7.07 a) Upon ten (10) calendar days advance notice, the Employer shall release the employees whose presence is required at an arbitration session.
  - b) Upon ten (10) calendar days advance notice, the Employer shall release a maximum of three (3) employees to attend bargaining sessions for the renewal of the agreement.
  - c) During the Collective agreement negotiations with the Employer, all wages and benefits shall be paid to the employees as if they were at work.
  - d) Days off used for negotiations may, at the employee's option, be carried over without loss of wages and, if possible, during the same pay period.
  - e) The employee released for Union work will be paid by the Employer for those days at the same rate of pay he would have received if he had been working. In return, the Employer, on a monthly basis, will invoice the Union for the salary paid. Upon receipt of this invoice the Union will reimburse the total amount due within thirty (30) days.
- 7.08 a) Upon fifteen (15) calendar days advance written notice; the Employer shall release two (2) employees concurrently for the certification unit that is fulfilling a union function. These employees shall accrue their seniority during their absences and may regain their employment or equivalent employment upon thirty (30) calendar days advance written notice.
  - b) The Union President shall be released for a maximum of eight (8) hours per week for Union business. These hours of leave shall be compensated with wages and benefits. In the absence of the President, another member of the Executive shall replace him. The Union shall notify the Employer of the change and the same conditions for union leave shall apply.
  - c) Employees elected or appointed to full time Union positions representing USW Local 1976 employees covered by this Collective Agreement shall retain and accumulate seniority during the period spent occupying such positions. When reverting to Employer service they must revert to the seniority list and position from which the leave of absence was granted, unless such position has been abolished or is held by a senior employee. In such instance the employee may exercise his seniority rights to displace a junior employee on the seniority list.

#### ARTICLE 8 GRIEVANCE PROCEDURES

8.01 Disputes in respect to the meaning, interpretation or alleged violation of the terms of this agreement, or when an employee claims that he has been unjustly dealt with in respect thereof and he is unable to obtain satisfactory explanation, after having discussed the issue with the appropriate supervisor, may be dealt with in the following manner:

#### Step 1

The aggrieved employee and/or the Union representative shall present the grievance in writing to the Company designee within 28 calendar days following the cause of the grievance. The Company designee will render a decision in writing within 28 calendar days following receipt of the written grievance. During that period of time, a meeting may take place between the grievor, the Union representative and the Company designee to discuss the grievance.

#### Step 2

If the grievance is not settled at Step 1, the President of the Local Union may appeal the decision in writing, giving the reasons for the appeal, to the highest officer designated by the Employer to handle grievances, within 42 calendar days following receipt of the decision rendered in Step 1. Such officer will render a decision in writing, giving reasons for the decision, within 42 calendar days following receipt of the appeal.

"Group Grievance": When several employees have a written or verbal complaint of the same nature, this complaint may be raised by a joint written document from the Union in order to simplify the procedure and avoid repetitions. This Article shall not apply in disciplinary cases unless there is mutual agreement by the parties. Group grievance starts at Step 2

#### Step 3

If the grievance is not settled at Step 2, it may then be referred by either party to arbitration for final and binding settlement without stoppage of work. The party requesting arbitration must notify the other party in writing within 42 calendar days following receipt of the decision in Step 2, or the due date of such decision if not received.

- When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Employer fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the last date such decision was due, except as otherwise provided in Article 8.3.
- 8.03 When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Employer fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.

- 8.04 The time limits specified herein may be extended by mutual agreement.
- 8.05 Settlement of a grievance shall not involve retroactive pay beyond 60 calendar days prior to the date that such grievance was first submitted in writing.
- Prior to adjudication or final disposition of a grievance there shall be neither a shut-down by the Company nor a work stoppage by the employees.
- 8.07 Grievances not docketed for arbitration by either party within two years from the date of filing of the grievance at Step 1 will be considered as dropped.
- 8.08 A technical error in the written presentation of a grievance does not automatically result in nullification of this grievance.

# ARTICLE 9 ARBITRATION

- 9.01 The parties agree that the grievance shall be submitted to a single arbitrator from among the following persons:
  - Me Noël Malette
  - Me Louise Viau
  - Me Harvey Frumkin
  - Me Michel Picher
  - Me Richard Guay

Grievances shall be referred to the arbitrators on a rotational basis. In the event that an arbitrator is unable to grant a hearing date within ninety (90) calendar days of the request made to him, the grievance shall be referred to the next arbitrator on the list.

When a grievance is submitted to an arbitrator, the Union shall notify the Employer of the name of the arbitrator to whom the grievance has been referred. If the Employer discovers that the rotation is not being followed, he must so notify the Union within fifteen (15) calendar days of receipt of the aforesaid 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 aforesaid arbitrators is available within the ninety (90) calendar day time period mentioned above, the parties shall endeavour to agree on the choice of a new arbitrator. Failing agreement, either of the parties may ask the Minister of Labour to appoint an arbitrator.

- 9.02 "Arbitrator's Power": The arbitrator has no jurisdiction to change, modify or deviate from any clause in this agreement or to substitute any new clause; he must deal only with the specific issues as submitted to him.
- 9.03 In all disciplinary cases, the Arbitration Board may confirm, modify or reverse the Employer's decision; it may, if applicable, substitute a decision that it considers fair and reasonable after having taken all circumstances of the case into consideration.

- 9.04 "Arbitration Expenses": Each party shall assume its own expenses for any grievance referred to arbitration. The expenses incurred by the single arbitrator shall be equally shared by the two (2) parties herein.
- 9.05 The time limits mentioned in this article may be modified by mutual agreement between the parties.

#### ARTICLE 10 HEALTH AND SAFETY

- 10.01 The Employer shall take the required steps to ensure the safety and protect the health of the employees.
- The Employer agrees to cooperate with the Union to promote the employees' education with respect to safety, accident prevention and health.
- 10.03 The Employer and the Union agree to cooperate to ensure observance of Part II of the Canadian Labour Code as well as the regulations that may be issued by the Employer to ensure safe working conditions.
- The Employer shall provide the required means of protection determined with the Union. Employees shall use the means of protection provided by the Employer.
- An employee who is the victim of an industrial accident shall receive his total wages for the day of the accident. This employee shall be transported to a doctor's office or a hospital at the Employer's expense when necessary.
- a) If the employee who is the victim of an industrial accident becomes incapable of performing his job because of his injury, the Employer shall pay him ninety percent (90%) of his net wages for each day or part thereof which the employee would normally have worked had he not become disabled, and this for fourteen (14) complete calendar days following the beginning of this disability, in accordance with the Act Respecting Industrial Accidents and Occupational Diseases.
  - b) When the employee returns to work after an industrial accident and must be absent for medical care related to the initial event, including visits to his doctor or to the hospital, the Employer shall pay the employee for the hours missed. This shall not affect the hours accrued in his sick leave bank.
    - However, it is not the purpose of the provisions of this clause to make the Employer pay over and above any time reimbursed by the CSST.
- 10.07

  a) In accordance with the Act Respecting Industrial Accidents and Occupational Diseases the Employer shall assist the injured worker in completing the CSST Accident Notification form. The employee shall have seventy-two (72) hours to verify the information on the form with the Union before signing it. A signed copy shall be given to the Union.
  - b) Upon returning to work, the employee shall resume his job if it still exists, or another job consistent with his seniority rights.
- 10.08 The employer refunds the expenses of vaccination for the vaccines of influenza and hepatitis for a maximum of ninety \$90 per vaccine.

- Where space allows it, the Employer agrees to provide, at each location, a room with sufficient space for employees to keep personal belongings (with half rack for two people, outside of the search area). Space (for men and women) will be provided for employees to change. The Employer will not be liable for thefts and losses.
- The Employer recognizes an Occupational Health and Safety Committee at work. This committee will consist of six (6) persons, including two (2) from the Union, for the bargaining unit representing pre-loading Screener Agents and one (1) SSC. This committee shall have the duty to meet at least nine (9) times a year as described in Part II of the Canadian Labour Code to discuss various issues related to health and safety and to assist employees. When attending meetings the Union member of this Committee shall be deemed to be at work and shall be compensated.

#### ARTICLE 11 SENIORITY

#### 11.01 a) General Seniority

General seniority is an employee's length of continuous service in the employment of his Employer. General seniority is acquired after completion of the probationary period, retroactively to the first (1<sup>st</sup>) day of work.

\* Note: Notwithstanding the preceding, the seniority date of all employees shall be the one appearing on the seniority list in Appendix 'B' of this agreement.

#### b) Probationary Period

Seniority of any new employee shall be recognized once the employee has completed one hundred and twenty (120) calendar days.

During this period, the employee benefits of the whole collective agreement with the exception of:

- the grievance procedure, if the employee is dismissed.

# c) Classification Seniority

Classification seniority is the length of continuous service of an employee in his new classification. Classification seniority is acquired by an employee from the 1<sup>st</sup> day of work in the new classification once training has been successfully completed.

\* Note: Notwithstanding the preceding, the seniority date of all employees shall be the one appearing on the seniority list in Appendix 'B' of this agreement.

#### d) Trial period following a promotion

The trial period following an employee being promoted to a new classification is of sixty (60) calendar days duration. This period may be extended by the Employer for an additional thirty (30) calendar day period. In the event that the period is extended, the Union shall be informed in writing.

\* Note: Any leave of absence granted to an employee of more than fourteen (14) calendar days duration is not accounted for in the calculation of the trial period.

- 11.02 In the event that many employees would start working on the same day, the seniority rank would be determined as follows:
  - a) for an employee already employed by the Employer and who has been promoted, general seniority will determine the seniority rank;
  - b) for a newly hired employee, a draw will be held in the presence of all employees concerned.
- 11.03 "Loss of Seniority": Seniority and employment are lost for the following reasons:
  - a) Resignation;
  - b) Discharge with just cause;
  - c) Absence from work for two (2) or more consecutive working days without notice or without an excuse considered reasonable by the General Manager;
  - d) Failure to return to work within seven (7) calendar days following a recall;
  - e) Refusal to accept an offer of employment in a regular job at the time of a recall;
  - f) Absence for reason of illness or accident, other than work related accident, exceeding twenty-four (24) calendar months;
  - g) A lay-off exceeding eighteen (18) calendar months.
- a) "List of Employees": Due to manpower mobility, during the months of May and November of each year, the Employer will provide, by mail to the Union, a list in alphabetical order of name, address, postal code, area code, phone number and classification of every employee governed by this Collective Agreement.
  - b) Every three months, the Employer shall post and forward to the Union, the list of employees showing seniority dates and classification in order of seniority with the date of hiring.

Furthermore, a Union Representative may at any time, after making appointment with the Employer, consult the seniority list at the Employer's office.

\*Note: Ranking in the seniority list is shown by classification.

- 11.05 The seniority list may be corrected at any time upon written request from an employee to the Employer and the Union. If the Employer and the Union agree to amend the seniority list or if the list is modified by arbitrational decision, correction takes effect on the date of the agreement or arbitrational decision and the Employer will not incur any financial burden as a result of this correction.
- 11.06 For the purpose of applying seniority rights, employees shall be aggregated into three (3) distinct groups, i.e.:
  - regular employees;
  - part-time employees;
  - casual employees;
  - \* Note: A casual employee shall not acquire seniority and may not acquire the status of regular employee.

- 11.07 In the case of a promotion, vacant position or newly created position, the Employer shall proceed as follows:
  - a) The Employer shall, for a seven (7) day period, post a job notice providing the following information:
    - 1. Position:
    - 2. Day, evening, night (if required);
    - 3. Relevant requirements for filling the position;
    - 4. Wage rate.
  - b) During this period, employees may send their written applications to the Employer;
  - c) The Employer shall consider the applications taking the following factors into consideration:
    - 1. Seniority and qualifications;
    - 2. When two employees have relatively equal qualifications, seniority shall prevail;
  - d) The Employer shall have ten (10) working days from the end of the posting to select the candidate; he shall then post the name and seniority of the selected employee and give a copy of this notice to the Union.
- 11.08 a) "Lay-off": in all cases of lay-offs, the employee with the least seniority in the group of affected employees shall be the first laid off, provided that the employees remaining on the job are able to accomplish the work of the affected job classification in a normal manner. Any regular employee who is laid off shall have priority of employment over any part-time employee, trial employee or casual employee.
  - b) In the event of the temporary closing of a department in one of the airports, the Employer agrees to convene the Union in order to consider the possibility of transferring the most senior employees to another place of employment.
- 11.09 Except in circumstances beyond control, an employee who is laid off shall receive written notification at least seven (7) calendar days beforehand; such notice does not have to be transmitted to casual or on trial employees.
- 11.10 "Recall": in all cases of recall, the Employer shall recall the employee with the most seniority among those laid off, it being agreed that regular employees shall have priority of employment over any part-time employee, probationary employee or casual employee, provided that he is qualified to perform the task.
- 11.11 It is the employee's responsibility to inform the Employer and the Union of his address, telephone number and Social Insurance Number.
- An employer who terminates the employment of an employee other than a on trial employee must, unless employment is ended through discharge with just cause, give the employee:
  - a) Either advance notice of at least two (2) weeks of his intention to terminate the employee's employment on a specific date;
  - b) or, in place of this advance notice, two (2) weeks of pay at his normal rate of pay for his standard hours of work.

- Upon the expiration of his work contract, an employee may demand that his employer issue him a work certificate stating exclusively the nature and duration of his employment, the beginning and termination of his duties and his employer's name and address. The certificate shall not mention the quality of the work or the employee's behaviour.
- 11.14 If the Employer requires regular employees, he shall first draw upon part-time employees and then casual employees before going outside to hire.
- 11.15 a) Regular employees who work fewer than forty (40) hours per week and who make application by completing an availability sheet shall have priority over part-time employees and casual employees and must honour their availability.
  - b) The availability sheet shall be submitted no later than two weeks after the implementation of schedule change; it shall come into force on the following Sunday and shall remain valid for a duration of two (2) months.
  - c) All employees who so wish may complete the availability sheet to obtain hours of work to complete a forty (40) hour week and shall be required to honour their expressed availability. The Union may, upon request, obtain the employees' availability sheets. Every employee who so requests shall receive a copy of his availability sheet.
  - d) The Employer agrees not to modify the current text of the availability sheet without having obtained the Union's consent.

#### ARTICLE 12 WAGES

- 12.01 No later than Thursday at 12:00 noon, wages shall be paid to the employee by direct deposit, at a financial institution of his choice.
- 12.02 Wages shall be paid every second Thursday.

  Upon written request from the employee, wages may be remitted to a third party.
- 12.03 If the usual day of payment of wages falls on a holiday mentioned in Article 15 herein, the wages shall be paid to the employee on the working day preceding that day.
- The employer shall remit to the employee, together with his wages, a pay sheet containing sufficient information to enable the employee to verify the computation of his wages. This pay sheet shall include, in particular, the following information:
  - 1) the name of the employer;
  - 2) the surname and given name of the employee;
  - 3) the date of the payment and the work period corresponding to the payment;
  - 5) the number of hours paid at the rate applicable during the hours of a standard work week;
  - 5) the number of hours of overtime paid with the applicable premium;
  - 6) the nature and amount of the premiums, allowances or benefits that are being paid;
  - 7) the wage rate:
  - 8) the amount of the gross wages;
  - 9) the nature and amount of the deductions;

- 10) the amount of the net wages paid to the employee;
- 11) the accumulated vacation time:
- 12) the accumulated sick leave;
- 13) the statutory holidays paid with applicable premium:
- 14) the accumulated RRSP:
- 15) the level and work step
- 16) the pension fund:
- 17) COLA;
- 18) VRSC
- 12.05 For the life of the agreement, the Employer shall pay the wages and contributions provided for in Appendix 'A.'
- 12.06 The employer may make deductions from wages only if he is required to do so pursuant to an Act, a court order, a collective agreement or if he is authorized to do so in writing by the employee.

The employee may at any time revoke this authorization, except when it concerns membership in a group insurance plan or a supplemental pension plan as defined in An Act Respecting Supplemental Pension Plans (R.S.Q., Chapter R-17). The Employer shall remit the sums so withheld to their intended receiver.

- Except in cases involving the application of seniority, an employee transferred to another task, at the Employer's request, shall be compensated at the highest rate for his usual task or for the new task to which he is assigned.
- 12.08 a) In the event that, through the Employer's fault, an employee's wages cannot be deposited or remitted at the required time, the Employer shall, within twenty-four (24) hours following the employee's request, provide him a net advance of sixty-five percent (65%) of the total amount.
  - b) In the case of a payroll error exceeding eight (8) hours of wages, paragraph a) shall apply.
  - c) In the case of a payroll error of less than eight (8) hours of wages, an adjustment shall be made on the next pay.
- 12.09 If an employee is required to work outside his normal place of employment, his expenses for travel, meals and accommodations shall be reimbursed by the Employer, in accordance with the policy in force.

# ARTICLE 13 HOURS OF WORK

- 13.01 a) For the purpose of computing overtime, the standard workweek shall consist of forty (40) hours distributed, if possible, over consecutive days. The workweek shall begin on Sunday morning at 12:01 A.M.
  - b) Eight (8) or ten (10) consecutive hours constitute a workday.
- 13.02 a) Work that exceeds forty (40) hours per week shall be considered overtime and shall be compensated at 1½ times the standard wage rate.
  - b) Except as provided otherwise, authorized hours worked beyond the regular eight (8) or ten (10) hours, including lunch break, shall be considered overtime and paid to the minute at 1½ times the standard wage rate.

- c) Overtime shall be assigned on the basis of seniority, being first offered to employees already present at the workplace provided that it is less than a full four (4)-hour work shift. Next, if the Employer is unable to fill his requirements, he shall use the availability sheets to assign overtime, namely to regular employees by seniority, then to part-time employees by seniority.
- d) For a regular four (4) hour or longer work shift, overtime will be assigned using the availability sheets namely to regular employees by seniority, then to part-time employees by seniority. At the beginning of each week, the Employer restarts at the top of the list beginning with the most senior employee available.
- e) All employees who so wish may complete the availability sheet for overtime and shall be required to honour their expressed availability. The Union may, upon request, obtain the employees' availability sheets. Every employee who so requests shall receive a copy of his availability sheet.
- f) The availability sheet shall be submitted no later than two (2) weeks after the implementation of schedule change; it shall come into force on the following Sunday and shall remain valid for a duration of two (2) months.
- g) After two (2) refusals without valid reason within the two (2) months of the effective availability sheet, the employee will be moved at the bottom of the seniority list for overtime until the end of the current period.
- 13.03 a) The regular workweek shall be 40 hours, divided into 4 days of 10 hours or 5 days of 8 hours.
  - b) The work schedule shall be established by the Employer, who shall have all the flexibility required to assign work schedules according to:
    - 1. service requirements; CATSA customer requirements
    - 2. required qualifications;
    - 3. work experience;
    - 4. language:
    - 5. technical knowledge or equipment-operating skills required, or mandated by the CATSA and/or Transport Canada.
  - The choice of work schedule for SCC will be made by seniority considering the employee's classification.
  - d) When there is a change in the schedule, no overtime shall be applied to the number of consecutive workdays, whether or not they are in the same week.
  - e) The Employer shall establish or modify the work schedules in accordance with the provisions contained in the Collective Agreement, and shall post them and send a copy to the Union at the same time. The schedules shall be posted seven (7) calendar days before coming into force.
- 13.04 a) Meal and rest periods are established as follows:

Length of work shift	Meal Period	Rest Period
4 hours	-	15 minutes
5 hours	30 minutes	15 minutes
6 and 7 hours	30 minutes	15 minutes
8 hours	30 minutes	30 minutes
10 hours	30 minutes	2x30 minutes

- b) It is understood that meal periods and rest periods will be granted as follows:
  - 1) For 8 hour shifts:
    - 1st rest: between 2h and 3h30 after shift starts
    - 2<sup>nd</sup> rest: between 5h and 6h30 after shift starts
  - 2) For 10 hour shifts:
    - 1st rest: between 2h and 3h30 after shift starts
    - 2<sup>nd</sup> rest: between 4h30 and 6 h after shift starts
    - 3<sup>rd</sup> rest: between 7h and 8h30 after shift starts
- An employee shall be deemed to be at work when he is available to his employer, at the workplace, and is required to wait until work is assigned to him.
- The Employer shall post at the workplace the work schedules of employees as well as any modification. In the event of a grievance related to an employee's schedule, the Employer shall provide to the Union, at its request, a copy of the employees' work schedules.
- An employee who reports to work at the express request of his employer or in the regular course of his employment and for whom no work is available or who works fewer than four (4) consecutive hours shall be entitled to an allowance equal to four (4) hours at his rate currently paid unless the overtime premium is a greater amount.
- 13.08 The Employer or his representative shall allow two (2) employees to make changes in their work shifts or make donation of hours subject to the following conditions:
  - a) the change must be requested in writing on a form provided for this purpose by the Employer and signed by both employees concerned at least forty-eight (48) hours in advance when the request is made during the week (Monday to Friday) and seventy-two (72) hours in advance when the request is made on a week-end (Saturday and Sunday);
  - b) for work shift change; both work shifts must be scheduled within the same work week;
  - c) the change does not bring about any payment of overtime:
  - d) the change does not impede operations;
  - e) any salary debit or credit caused for any reason whatsoever, such as lateness or statutory holiday pay, is charged to the employee who actually performs the work;
  - f) there are no more than two (2) work shift changes per employee per week;
  - g) As for the donation of hours, an employee may not accept more than one work shift per week.
- a) Notwithstanding 13.02 c), when a flight is late by one (1) hour or less, the SCC in charge of closing the search point shall take over the lead until the end of the flight, whether there is overtime or not. Work is offered on a voluntary basis considering seniority amongst the SCCs of that search point. If there are no voluntaries, the least senior employee remains on the job.
  - b) In the case of added flights or a surplus of passengers, or a late flight by more than one (1) hour, the work shall be offered on a voluntary basis taking into consideration the seniority of the SCCs on duty. If there are not enough volunteer employees, the least senior employees shall remain on the job.

- When a technical or technological improvement is made, the Employer, in concert with the Union, shall attempt to help the employee adapt to the new requirements of his work. Training costs shall be defrayed by the Employer. Employees shall be compensated for the training time and shall be deemed as being at work.
- 13.11 When the Employer must give an employee time for training or recertification at the workplace, the employee shall be compensated as if at work.

#### ARTICLE 14 ANNUAL LEAVE WITH PAY

14.01 The reference year is a period of twelve (12) consecutive months during which an employee progressively acquires entitlement to an annual leave.

This period extends from May 1st of the current year to April 30th of the next year.

All employees covered by this agreement shall be entitled to annual leave with pay based on their gross earnings during the reference year, as provided for in Article 14.01.

a) Qualification: Less than one (1) year of service with the Employer.

Leave: One (1) day of leave per month, to a maximum of ten (10) per year.

Allowance: 4 % of earnings.

b) Qualification: One (1) year and fewer than two (2) years of continuous service with

the Employer.

Leave: Two (2) weeks. Allowance: 4 % of earnings.

c) Qualification: Two (2) years and fewer than four (4) years of continuous service with

the Employer.

Leave: Three (3) weeks.
Allowance: 6 % of earnings.

d) Qualification: Four (4) years and fewer than seven (7) years of continuous service

with the Employer.

Leave: Four (4) weeks \*
Allowance: 6 % of earnings.

\* The fourth (4th) week of vacation for an employee having four (4) years but less than

seven (7) years of continuous service with the Employer, will be

optional for the employee.

e) Qualification: Seven (7) years and fewer than twelve (12) years of continuous service

with the Employer.

Leave: Four (4) weeks, with a maximum of three (3) continuous weeks.

Allowance: 8 % of earnings.

f) Qualification: Twelve (12) years or more of continuous service with the Employer.

Leave: Five (5) weeks, with a maximum of three (3) continuous weeks.

Allowance: 10 % of earnings.

Employees entitled to at least two weeks of vacation may present a request to split their annual vacation in two blocks or more, each one being of at least one week. When the annual vacation is split, the requests are granted by order of seniority for the first block, which constitutes the first choice.

- 14.03 Vacation pay shall be paid to the employee at the same time as his regular pay that precedes his departure for vacation provided that this does not result in an increase in his taxation rate.
- 14.04 Vacation days may not be carried over from one year to the next.
- Employees shall choose their vacation dates on the basis of certification and class seniority. Regular and part-time employees shall have priority over casual employees in making their choices. They shall state their preferences to the Employer no later than March 31. The Employer shall confirm the chosen vacation dates no later than April 15. In order to avoid a shortage of qualified staff, the Employer retains the right to limit the number of employees allowed to leave at the same time. The Employer shall authorize vacations for a minimum of 8% of the total number of employees.
- An employee who is absent due to illness or accident may, if he so wishes, take his vacation upon his return to work. At that time, the Employer shall pay him his vacation pay.
- 14.07 A leave not exceeding one week may not be divided.

## ARTICLE 15 PAID STATUTORY HOLIDAYS

- 15.01 For the purposes of applying this agreement, the following eleven (11) days are paid statutory holidays subject to the terms hereunder given:
  - 1) New Year's Day;
  - 2) Day after New Year;
  - 3) Good Friday;
  - 4) Victoria Day:
  - 5) Fête nationale du Québec;
  - 6) Canada Day;
  - 7) Labour Day;
  - 8) Thanksgiving;
  - 9) Remembrance Day;
  - 10) Christmas
  - 11) Day after Christmas.
- The Employer shall continue to grant the paid statutory holidays mentioned in Article 15.01 in accordance with Part III of the Canadian Labour Code and Regulations.
- Any employee subject to the application of Article 15.01 will benefit from a paid holiday on the above-mentioned holidays.
  - a) If the holiday corresponds to regular rest day for the employee, the employee shall be paid at the regular rate for this day.
  - b) If the holiday corresponds to a day when the employee is required to work, he will receive on top of his regular wages, an amount equal to one and one half his regular wages.

- c) An employee who prevails himself of the option foreseen in Article 198 a) of the Canada Labour Code and who requests it shall take a compensatory unpaid leave when he works on a statutory holiday. This compensatory leave may be taken within the five (5) weeks immediately preceding or following this statutory holiday, or at any other time agreed between the Employer and the employee.
- 15.04 Before December 1<sup>st</sup> of each year, employees shall, by affixing their names on a notice posted for this purpose or in another manner, inform the Employer of their desire not to work on Christmas Day or on New Year's Day and before June 1<sup>st</sup> of each year they shall inform the Employer in the same manner of their desire not to work on Canada Day or on Labour Day.

In each case, the Employer shall grant the selected leave, taking seniority into consideration, and shall inform the employees before December 7 or before June 7, as appropriate.

The Employer retains the right to determine how many employees may exercise their choice of statutory holidays, taking site seniority into consideration.

#### ARTICLE 16 PERSONAL HOLIDAYS

#### 16.01

- In the event of the death of one member, or the simultaneous death of more than one member of the employee's family, the employee is entitled to five (5) days of paid leave, including the day of the funeral and the four (4) preceding days if these are normally scheduled working days. He may be absent for one other day on this occasion but without pay. "Family member" includes spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law.
- b) These days are not paid, however, if they coincide with the employee's vacation days or with a holiday provided for by this agreement.
- c) An employee may be absent from work for one (1) day with no wage reduction on his wedding day. An employee may also be absent from work, without pay, on the wedding day of one of his children, his mother, his father, a brother, a sister or a child of his spouse. The employee shall notify the Employer at least one (1) week in advance of his absence.
- d) An employee may be absent from work for five (5) days for the birth of his child or for the adoption of a child. The first two (2) days of absence are compensated if the employee has completed his trial period.

This leave may be divided into days, at the employee's request. It may not be taken once thirty (30) days have expired since the child's arrival at the home of his father or mother.

The employee shall notify the Employer of his absence as soon as possible.

An employee who adopts the child or children of his spouse may, however, be absent from work for only two (2) days without pay.

e) An employee may be absent from work for five (5) days per year, without pay, to fulfil family obligations when his presence is required due to unforeseeable circumstances or circumstances beyond his control.

This leave may be divided into days. A day may also be divided if the Employer consents thereto.

The employee must notify the Employer of his absence as soon as possible.

- a) For the purposes of sick leave regular active employees accrue a cumulative 2.80 % of their wages for hours worked, including the compensation for statutory holidays, excluding bonuses, with a maximum of seven (7) days per calendar year.
  - April 1<sup>st</sup> 2012: Regular active employees accrue a cumulative 3.20 % of their wages for hours worked, including the compensation for statutory holidays, excluding bonuses, with a maximum of eight (8) days per calendar year.

An regular employee who is absent because of illness shall be paid the equivalent of the hours missed from their regularly scheduled shift per day of absence subject to having sufficient unused credits in his sick leave account.

Part-time employees shall accrue two (2) hours of sick leave per month of service up to twenty (20) hours of sick leave per calendar year.

A part-time employee who is absent because of illness shall be paid the equivalent of the number of hours missed from their regularly scheduled shift per day of absence subject to having sufficient unused credits in his sick leave account.

b) On December 31<sup>st</sup> of each year, the Employer shall establish the number of unused sick leave credited to each employee and shall notify the employee and the Union no later than the following January 31<sup>st</sup>. Unused sick leaves will be paid no later than the second pay period of the coming year.

This payment shall be made to the employee at the same time as his regular pay, provided that this does not result in an increase in his taxation rate.

- Any payment made pursuant to this Article shall be made starting on the first (1<sup>st</sup>) day of illness. Before proceeding with the payment, the Employer may at any time require proof from the employee of his illness and/or a medical certificate.
- These days shall not, however, be paid if the employee receives another allowance for another holiday provided for in this agreement.
- The Employer shall have the right to require a medical certificate attesting to the employee's accident or illness when he has doubts concerning the merits of the reason given.
- The Employer shall reinstate in his position or a similar position any employee who needed to be absent from work for reasons of accident or illness for a period not exceeding twenty-four (24) months.

When an employee is called to serve as a juror or as a witness in connection with the performance of his duties, the employee shall inform the Employer as soon as he receives his writ of summons and the Employer shall pay him wages as if he were at work and shall reimburse the transportation expenses that he incurs. The employee shall do likewise when the Employer or lawyer requests a meeting with him to prepare the case. The regular rate shall be applicable in all cases. The employee shall reimburse any amount received from the Court.

#### ARTICLE 17 MATERNITY, PATERNITY AND PARENTAL LEAVE

- 17.01 a) Maternity, paternity and parental leaves are granted in accordance the QPIP (Québec Parental Insurance Plan).
  - b) During this leave, the employee shall accrue seniority as if she/he had been at work.
  - c) Upon returning from a maternity, paternity or parental leave or from the extensions provided for herein, the employee shall resume his/her position. If the position has been abolished, the employee shall be entitled to the benefits that he/she would have enjoyed had he/she been at work.

## 17.02 Extension of Maternity Leave

The total period of absence shall not exceed seventy (70) weeks from the effective leaving date or the presumed leaving date. If the employee does not return to work within the expected time limits, she shall be deemed to have submitted her resignation unless health reasons made it impossible for her to return to work. In such case, she must present a medical certificate to this effect to her employer.

#### ARTICLE 18 UNIFORMS

- 18.01 The current cost of any uniform and equipment shall be borne by the Employer in agreement with Company's regulations governing uniforms.
- 18.02 Employees may wear short-sleeved shirts from May 16 to September 15 unless the client objects.

Employees working in the bag room are not required to wear neckties.

#### ARTICLE 19 DISCIPLINARY ACTIONS

- 19.01 Any disciplinary notice or disciplinary action may be the subject of a grievance under the procedure provided for in Article 8 of this Collective Agreement.
- 19.02 In all cases of disciplinary notices or disciplinary action, the Employer shall inform the employee in writing of the notice or disciplinary action imposed on him by mentioning the incident or reason leading to the notice or disciplinary action within twenty-one (21) calendar days of the incident. In order to be valid and enforceable against the employee, the Employer shall send a copy to the Union within fifteen (15) calendar days following such action.

19.03 Any notice or disciplinary action set aside following a decision by the Employer or an arbitrator shall be removed from the employee's file.

The employee may request to consult his file. Only one file per employee will be opened.

- 19.04 If an employee is called to the Employer's office for disciplinary reasons, he may, if he so wishes be accompanied by a Union steward. The employee will be informed of the nature of the inquiry for which he is called and may, if he so wishes, consult with the Union steward prior to the meeting. At the end of the meeting, the parties may exchange handwritten notes of the meeting.
- Any disciplinary report about an employee of the bargaining unit, transmitted by the Employer to the Ministry of Justice or to any organization arising therefrom shall be transmitted to this employee and to the Union as soon as possible to enable them to make the required representations if necessary.
- Any disciplinary report placed in an employee's file may not be used for disciplinary purposes after a period of twelve (12) months provided that the employee has not committed any similar offence during this same twelve (12) month period.
- 19.07 If the grievance is related to a dismissal, it can be presented directly at Step 2 of the grievance procedure.
- An employee is not to be held out of service unnecessarily in connection with an investigation but, where necessary, the time so held out of service shall not exceed seven (7) calendar days. Over this deadline the employee shall be paid for regular hours missed.

#### ARTICLE 20 SOLIDARITY FUND

- With respect to this section, the contracting parties agree to comply with An Act to Establish the Solidarity Fund for workers of Québec (F.T.Q.), hereinafter called 'the Fund', with the Quebec Securities Act (1982, Chapter 48) and it regulations, as well as with any other existing applicable law and regulation when the text of this Collective Agreement has no express provision for this purpose.
- 20.02 The Employer recognizes that the duly mandated certified association acts as the Fund's representative.
- The Employer undertakes to give to each employee, at the time of his first pay following signature of this Collective Agreement, a copy of the background document (prospectus) which the Union has provided him concerning the Fund approved by the Quebec Securities Commission, said document containing the Fund subscription form.
- Any employee wishing to subscribe to the Fund shall fill out a membership application by completing and signing the subscription and payroll deduction form and submit it to the Union for transmission to the Employer. Employees may give notice to this effect to the Union on or before October 15 and April 15, to come into effect the following November 1 and May 1. An employee's contribution may not be less than one dollar (\$1) per pay period, must always be in multiples of one dollar (\$1) and cannot be modified or cancelled during the above-mentioned periods.
- The Employer agrees to deduct, at his expense, the amount indicated for each pay period; each contribution so deducted shall be exempt from seizure and shall be non-transferable, and the Employer gives his consent thereto through this agreement.

20.06 The Employer shall remit to the Union the contributions made by the employees to the Solidarity at the same time as the Union dues and shall state, in the document accompanying the remittance, the amount contributed by each employee.

# ARTICLE 21 GROUP INSURANCE

The parties undertake to keep in force for the life of the Collective Agreement, the insurance plan. The Employer's contribution is included in Appendix A of the Collective Agreement.

#### ARTICLE 22 LEAVE OF ABSENCE

- A leave of absence not exceeding one (1) week may be granted to any employee upon agreement of the Employer or his representative.
- 22.02 The employee continues to accrue his seniority for the duration of any leave of absence.

#### ARTICLE 23 POSTING OF NOTICES

23.01 The Employer shall make available to the Union, within his offices, a bulletin board accessible to the employees, on which the Union may post notices about Union elections, meetings and social activities.

Six (6) times a year, for each certification, the Union may ask the Employer to insert in the pay envelope of each employee a folded sheet containing information for its members.

#### **ARTICLE 24**

#### ARTICLE 25 LABOUR RELATIONS COMMITTEE

- Within thirty (30) calendar days of the coming into force of this Collective Agreement, the parties shall form a joint Labour Relations Committee composed of a maximum of two (2) members appointed by the Employer and one (1) member appointed by the Union:
- 25.02 a) to develop healthy relations between the Union and the Employer by examining problems of common interest which concern all or part of the employees who are members of the certification unit.
  - b) to make recommendations to the parties.
- 25.03 The Committee provided for in this article shall join the existing committee formed for Screener Agents and shall meet once a month, at a date determined after agreement between the specific representatives appointed for this purpose by the parties.

# ARTICLE 26 PRINTING AND TRANSLATION OF THE COLLECTIVE AGREEMENT

- The Employer shall be responsible for the printing of this Collective Agreement including updates, whenever required, and agrees to absorb the cost.
- The Employer agrees to have this Collective Agreement translated into French. If, in respect of any Article of this agreement, there is a dispute concerning a difference in meaning between the French text and English text, then the French text will prevail.

## ARTICLE 27 DURATION

- 27.01 This Agreement takes effect as of November 1<sup>st</sup> 2011 and shall remain in effect until March 31, 2012.
- 27.02 It is agreed that the notice to bargain for the renewal of the Collective Agreement will be served as of December 1<sup>st</sup> 2011.
- 27.03 The Agreement continues to bind the signatories, month after month, unless notice in writing from either party is given to the other, expressing their desire to revise, amend or terminate it, at the latest ninety (90) days prior to the expiry date or any other successive expiry date established month after month,
- Once the notice to collective bargaining is served, the Union and the Employer, must immediately start negotiation with due diligence and in good faith, sparing no reasonable effort to reach a Collective Agreement.

Signed at Montréal this \_\_\_\_\_ day of October, 2011.

SECURITAS TRANSPORT AVIATION	TC LOCAL 1976 USW
SECURITY LTD	Rochladie Bapoint

# APPENDIX A (Monetary)

#### 1) WAGE-RELATED

Year	Hourly Rate	
November 1 <sup>st</sup> , 2011	L3.4 + 12.5%/hour (\$21.16)	

**\*NOTE 1:** 

For 2011 and 2012 the hourly rate will equal L3.4 of the Screener Agents from

P. E. Trudeau Airport plus 12.5%/hour.

**\*NOTE 2:** 

In the future or in the eventuality that CATSA foresees a premium for an employee who reaches CVP classification or EDX or CTX certification or any other designation, the employer agrees to pay this premium to the employees who qualified and who perform these tasks.

2) NON SALARY RELATED

Group Insurance:

Employer contribution:

Personal Plan	Contribution	Family Plan	Contribution
November 1 <sup>st</sup> , 2011	\$1.40/reg. hour worked	November1st 2011	\$1.40/ reg. hour worked

\* NOTE 1:

The Employer maintains contribution payments for workers on sick leaves, parental, maternity, paternity leaves or work stoppage following a work related injury.

**\*NOTE 2:** 

Following the signature of the next Collective Agreement for Screener Agents, if the Employer's contribution to the Group Insurance is higher than the one applicable to SCCs, the higher rate shall become in force.

#### Group RRSP - Pension Fund

Employer and Employees' contribution based on annual wages:

Year	Employer	Employees	
November 1 <sup>st</sup> , 2011	4%	4%	

\*NOTE 1:

New members will be subjected to new plan dispositions. Subsequent to mutual agreement between the Company and the Union, employees will be registered with the Steelworkers Pension Plan while maintaining their contribution rate.

\*NOTE 2:

\*NOTE 3:

For Pension Funds purposes, the total annual wages include all amounts received by the employee as salary, including annual vacation, general holidays and approved Union leaves.

#### \*NOTE 4:

Contributions shall be remitted to the Fund within the first fifteen days of the month where the pay period ends. The Employer commits himself to provide the Union with necessary information to administer the Fund. The Employer commits himself to inform the administrator of any hiring, dismissal and retirement.

#### VRSC

Starting November 1<sup>st</sup>, 2011 the « Volume, Risk, Stress and Consequences » bonus shall be paid to all SCCs. This bonus shall be paid on a monthly basis at the end of each month following the month for which it is paid.

Calculation method: 5% of annualized L3.4 Screener Agents wages for year 2009. The amount is \$153.66 per month for the duration of the Collective Agreement.

This amount shall be paid to all SCCs. Part time employees shall receive 60 % of that amount.

#### COLA

Starting November 1<sup>st</sup>, 2011, a cost of living allowance of 2.5% shall be paid to all SCCs. This allowance shall be paid on a monthly basis at the end of the month following the month for which it is paid.

Calculation method: 2.5% of annualized L3.4 Screener Agents wages for year 2009. The amount is \$76.83 per month for the duration of the Collective Agreement.

This amount shall be paid to all SCCs. Part time employees shall receive 60 % of that amount.

#### **PARKING**

Employer's Contribution:

The Employer shall assume 100% of the employees' airport parking costs from the date of signature.

# APPENDIX B (Seniority List)

Number	Name	Rank	CERT	DATE	
400002	RANGER, DANIELLE	1	EDX/NPS/FBS	2004-06-24	date
400166	KELLY, REMI	2	SCC	2004-06-23	
400141	HENRYS, JEAN-PIERRE	3	EDX	2004-06-24	
400408	ST-PIERRE-JEROME,	4	EDX		
400150	OLIVIER TO THE PROPERTY OF THE	-	CITINI	2004-06-23	
400153	EL HARDOUZ, HOCENI	5	CTX	2004-06-23	
400212	DE TONNANCOURT, STEVE	6	CTX/FBS	2004-06-23	
400247	COLON-TATIS, ANA- DOLORES	7	EDX	2004-06-23	
400256	LEBOEUF, ISABELLE	8	EDX/FBS	2004-06-27	FBS
400145	STITOU, RAJAA	9	CTX	2004-06-27	FBS
400252	VELASQUEZ, DELMAR	10	CTX		
400255	SEAN, BORA	11	EDX/FBS	2004-06-23	FBS
400607	DUCHESNE, FRANCE	12	SCC	2004-06-24	FBS
400033	SALMI, HOCINE	13	EDX	2005-07-19	
400127	DUONG, UNG CUONG	14	CTX	2004-06-23	0040.00.00
400340	LEPAGE VADBONCOEUR,	15	FBS	2004-06-23	2010-09-26
400540	VICKY	15	1100	2004-06-23	
400441	VIVOLI, ENRICO	16	SCC	2004-08-25	
400263	THERIAULT, BRIGITTE	17	CTX	2004-06-23	
400278	BHOLAH, RAVI	18	EDX/NPS	2004-06-23	
400323	SEYMOUR, LESLY	19	EDX	2004-06-23	
400360	MARCOGLIESE, BRUNO	20	L3	2004-06-23	2011-02-13
400412	ZAMY, CARLINE	21	SCC	2004-07-11	
400428	CHAREST, RAYNALD	22	NPS	2004-08-23	
400455	GONZALEZ CABAL, MARLENE	23	EDX	2004-09-19	
400488	SALUCCI, FIORE	24	EDX	2004-11-04	
400401	CAMPBELL, MARTIN	25	EDX/FBS	2004-06-24	FBS
400454	AOUDE, RECHDI	26	EDX/NPS	2004-09-13	
400469	CHARLEBOIS, SYLVIE	27	SCC	2004-09-15	
400482	FRASCARELLA, MAURICE	28	NPS	2004-09-23	
400617	DAOUST, SUSAN	29	EDX/NPS	2005-07-25	
400143	SEVIGNY, JOSEE	30	CTX	2004-06-23	2006-10-
400060	LEON, MARIA DE LOS ANGELES	31	CTX	2004-06-23	2006-10-
400059	HAMPARTSOUMIAN, VAHE	32	EDX/FBS	2004-07-19	2006-10-
400343	RZAINI, IMAD	33	CTX/FBS	2004-06-23	2006-10-
400533	KRIZOU, LAKHDAR	34	NPS/FBS	2004-12-06	2006-10-
400599	VO, ANH DUNG ERIC	35	NPS	2005-06-29	2006-10-
400466	LALIBERTE, DANIEL	36	FBS	2004-09-09	2007-05-04
400518	SAMBOU, CHEIKH-TIDANE	37	L3	2004-11-29	2004-11-29
400806	BOEMIO, CARLO	38	EDX/NPS	2006-08-06	2007-05-

400309	ESSAMI, AHMED	39	SCC	2004-06-23	
400790	BOUCHENAKI, KARIM RIAD	40	FBS	2006-07-23	
400826	GAUDREAU, SIMON	41	CTX/FBS	2006-08-19	1
400854	LAPOINTE, JEAN-PHILIPPE	42	SCC	2006-09-08	
400120	MILOVAN, THEODORE	43	SCC	2004-06-23	2008-03-12
400811	NOUMBISSIE, LEON	44	FBS	2006-08-04	2008-03-12
400847	HARAFI, LAMYA	45	SCC	2006-08-30	2008-03-12
400889	ZIELINSKI, DARLENE	46	SCC	2006-11-10	2008-03-12
400812	BOILARD, ERIC	47	SCC	2006-08-09	2008-07-03
400868	BELL, SHAWN	48	SCC	2006-09-30	2008-07-03
400991	CAPANO, VINCENZO	49	NPS/FBS	2007-04-11	2009-05-08
401054	DE ANGELIS, GIANNI	50	CTX/FBS	2007-10-22	2009-05-08
401075	ALEXOPOULOS, JON	51	FBS		
401077	GEORGE			2007-11-10	2009-05-08
401077	PASIC, ASIM	52	FBS	2007-11-12	2009-05-08
401089	OUELLETTE, MARTIN	53	FBS	2007-11-25	2009-05-15
401161	MDAGHRI-FILALI, ADIL	54	SCC	2008-03-21	2009-05-15
400871	SINCLAIR, CARL	55	SCC	2006-09-29	2009-11-08
401147	CHÉA, BUNLENG	56	EDX/NPS	2008-02-28	2009-11-08
400805	LEIVA, EDGARDO	57	NPS/FBS	2006-08-01	2009-12-13
401131	AL-FAHAD, AHMAD	58	NPS	2008-02-15	2010-03-28
401152	PERREAULT, FRANCIS	59	EDX/NPS/FBS	2008-03-01	2010-03-28
400891	LACASSE-GAREAU, SYLVIE	60	NPS/FBS	2006-11-11	2010-05-02
400998	HOGAN, BRETT	61	CTX/EDX	2007-12-01	2010-08-08
401121	ROBERT, ALEXANDRE	62	SCC	2008-02-11	2010-05-09
401195	NEJJAR, HICHAM	63	NPS	2008-03-28	2010-05-09
401236	LARIVIÈRE, NATALIE	64	NPS	2008-05-16	2011-04-08
401295	KAZMI, SABOOR	65	NPS	2008-12-20	2010-05-09
401301	BOTESCU, SORINA	66	NPS	2009-03-06	2010-05-09
401346	BRUNEAU, JEAN-PHILIPPE	67	SCC	2009-06-13	2010-05-09
401371	GAUTHIER, DIANE	68	FBS	2009-07-04	2010-05-09
401351	STINIGUTA, SEBASTIEN	69	SCC	2009-06-13	2010-05-23
401406	VONG, LENG-CHHIV	70	CTX/FBS	2009-08-08	2010-05-23
400566	LAIBI, AKILA	71	SCC	2005-01-17	2010-09-26
400688	IJAZ, ATIF	72	FBS	2006-04-03	2010-09-26
401239	COSTANTINO, FRANÇOIS	73	NPS	2008-05-23	2011-02-20

# LETTER OF INTENT #1

November 11, 2011 Holiday Pay

The Company and the Union agree that for the purpose of the November 11, 2011 Holiday, the provisions of Article Claus 15.03 will not apply and Holiday Pay entitlement will be determined as follows:

Regular employees who are on active status shall be paid 8 hours of Holiday Pay

Part time employees and Casual employees who are on active status shall be paid 4 hours of Holiday Pay

Regular employees, Part time employees and Casual employees whose average regularly scheduled work shift is in excess of the hours set out above (as determined by the shifts worked in the month of November, 2011) will be entitled to a Holiday Pay adjustment equal to the difference between the average and the 4 hours paid to be calculated and paid in the month of December

Signed at Montréal this 21 0/06/2011.	
SECURITAS TRANSPORT AVIATION SECURITY LTD	Mathalu Bapoin

# **Emergency Situation**

# **BETWEEN**

# SECURITAS TRANSPORT AVIATION SECURITY LTD

# AND

# TC LOCAL 1976 USW

As described in Article 3.01 1) of the Collective Agreement, an emergency situation is defined as follows:

« An emergency situation is created by an unusual or exceptional event, out of operational level control. This situation requires immediate action, without delay, before consequences happen. »

Here are situations that constitute an Emergency:

- Breach of security
- Plane delays out of control
- Equipment or Electricity failure
- Fire
- Plane crash
- Closure of another airport
- Bomb threat
- Alert level
- Presence of dignitaries
- Climatic alert (Airplane)

Signed at Montréal this A day of October, 2011.

• Unusual delays due to extraordinary circumstances of the road or climate

SECURITAS TRANSPORT AVIATION SECURITY LTD	TC LOCAL 1976 USW
	Robert
	Mathalie Bapoint

<sup>\*</sup> This is not an exhaustive list; some emergency situations may be added upon mutual agreement between both parties.

# Pool of Occasional Staff

# **BETWEEN**

### SECURITAS TRANSPORT AVIATION SECURITY LTD

### AND

### LOCAL 1976 USW

The Employer agrees to establish, through a selection process, a pool of employees from the Screener Agents' bargaining unit, to occasionally replace SCCs. These occasional employees will be trained as SCCs and shall, at the employer's request, occupy the position of SCCs for the following reasons:

- o Temporary Vacancy
- o Long term sick leave (more than thirty (30) days)

Signed at Montréal this 2 day of October, 2011.

Please note that these replacements are not mandatory and shall be at the Employer's request.

During the assignment, the employee shall continue to benefit from the dispositions provided by the Screener Agents Collective Agreement; however the employee shall receive the salary of the SCC.

SECURITAS TRANSPORT AVIATION
SECURITY LTD

TCLOCAL 1976 USW

Rolling

Mallalu Rappin

Signed at Montréal this 2 day of October, 2011.

# **Humanity Fund**

# **BETWEEN**

### SECURITAS TRANSPORT AVIATION SECURITY LTD

# AND

### TC LOCAL 1976 USW

In order to support international development and assistance, the Employer agrees to deduct an amount of \$0.01 per hour worked for each employee of the bargaining unit, to a maximum of forty (40) hours per week. This amount will be paid to the Humanity Fund and forwarded to the United Steelworkers national office at:

United Steelworkers
National Office
234 Eglinton Avenue East, 7<sup>th</sup> Floor
Toronto ONTARIO
M4P 1K7

The first deduction shall be made with the first complete pay period of February and the amounts reimbursed on a monthly basis to the Steelworkers Humanity Fund.

# (La Macaza) (Winter Season 2011-2012)

### BETWEEN

### SECURITAS TRANSPORT AVIATION SECURITY LTD

### AND

### TC LOCAL 1976 USW

This letter of understanding completes the letter of understanding «Assignment outside of Pierre-Elliott-Trudeau Airport» and establishes work conditions for teams working at La Macaza site at Tremblant.

The parties recognize that the Collective Agreement applies integrally to employees working at La Macaza site with the following necessary adaptations:

# Article 1: Allocation of positions to be filled

1.01 The Union and the Employer recognize that the selection of employees assigned to La Macaza site for Winter 2011-2012 is not challenged. However, for the following years, the Employer agrees to abide by the article relative to the Allocation of vacant position for the selection of employees assigned to La Macaza site.

### Article 2: Choice of Schedule

- 2.01 When an employee is selected to work at La Macaza, the schedule attributed at Pierre-Elliott-Trudeau belongs to the employee. When this employee returns to Pierre-Elliott-Trudeau at the end of the 2011-2012 winter season, the employee continues to work the same schedule as prior to the departure, in the only case where the bid period is the same as prior to the departure.
- 2.02 In the eventuality that the employee is still required to work at the La Macaza site and a new bid occurs at Pierre-Elliott-Trudeau, the employee will be allowed to bid on a schedule as if he was at Pierre-Elliott-Trudeau.
- 2.03 The work schedule left free at the airport by an employee assigned to a schedule at la Macaza may be fill temporarily.
- 2.04 When the selection of employee assigned to La Macaza is completed, a bid may be held for the schedules established for the site and the positions will be assigned on the basis of qualifications and, after that, by order of seniority.
- 2.05 When an employee changes site, going from Pierre-Elliott-Trudeau to La Macaza, the change of schedule will not cause application of Articles 13.03 d) of the 2011-2012 Screeners' Collective and 13.03 d) of the 2011-2012 SCC Collective Agreement.

### Article 3: Hours of Work

- For the purpose of calculating overtime, the regular workweek will be of forty (40) hours, split in work shifts no longer than ten (10) hours. All overtime worked will be paid at the regular rate plus fifty percent (50%).
- 3.02 Notwithstanding Article 13.02 b) of the 2011-2012 Screeners' Collective Agreement, and Article 13.02 b) of the 2011-2012 SCC Collective Agreement, properly authorized hours worked on top of the regular scheduled work shift will be paid at regular rate for up to 10 hours per work shift.
- 3.03 An employee assigned to La Macaza may be called to do work shift at Pierre-Elliott-Trudeau. Here are situations when the Employer may assigned an employee to Pierre-Elliott-Trudeau:
  - > To complete the work week of the employee to forty (40) hours if the employee worked thirty-two (32) hours or less during the week;
  - > If a flight is cancelled at more than twenty-four (24) hours notice;
  - > Any emergency situation.
- 3.04 When a work shift needs to be modified and/or moved and the employer knows the necessity to modify and/or move the work shift at least twenty-four hours in advance, the Employer will first offer the work shift to the employee whose schedule was modified and/or moved.

After, it will be offered by seniority order, first to employees assigned to La Macaza and after to employees who have filled the availability sheet for La Macaza, provided that no overtime cost is involved.

In the case where the Employer is unable to fill the work shift at regular rate, the Employer will proceed by seniority order provided that these employees do not work this same day at Pierre-Elliott-Trudeau or at La Macaza, first by offering it to employees selected for La Macaza and then to employees having completed the sheet for availability at La Macaza.

3.05 When a work shift needs to be modified and/or moved and the Employer knows the necessity to modify and/or move this work shift less than twenty-four (24) hours in advance prior to start time, the employer will offer this new shift to the employee whose shift was modified and/or moved, after, by order of seniority to the employee selected for La Macaza and after, to the employee having filed the availability sheet for La Macaza, provided that this employee is available to work the shift and that it does not involve the payment of overtime.

As foreseen in Article 13.07 of the 2011-2012 Screeners' Collective Agreement and the 2011-2012 SCC Collective Agreement, the employee whose shift was modified and/or moved will receive four (4) hours of paid salary on top of the shift effectively worked.

- 3.06 In the event that the Employer cannot fill the empty work shift pursuant to the application of either Articles 3.04 or 3.05 of the present, the Employer may cancel the shift or force the less senior employee to work the shift, first within the employees selected for La Macaza and second, with the ones having filled the availability sheet for La Macaza provided that this does not cause the payment of overtime.
- 3.07 When a work shift is cancelled less than twenty-four (24) hours prior to the start of this shift, the Employer agrees to pay the shift up to a maximum of forty (40) hours for the same workweek for the employee assigned to La Macaza. On a voluntary basis, the employee may work the equivalent of the cancelled shift at Pierre-Elliott-Trudeau.
- 3.08 Notwithstanding Article 3.07 of the present, the Employer recognize a guarantee of forty (40) hours paid for the same workweek to the employee assigned to La Macaza provided that the employee has completed and worked a minimum of thirty-two (32) hours during this work week.

# Article 4: Availability Sheet

- 4.01 The Employer shall provide an availability sheet for La Macaza site to Screening Officers and SCCs.
- 4.02 When the employee gives his availability sheet to the Employer, it is valid for a period of 15 days. If the employee provides no other sheet, this one remains unchanged.

# Article 5: Tasks assigned to the SCC

- 5.01 The SCC assigned to La Macaza is responsible for communications between the manager of operations assigned to Pierre-Elliott-Trudeau and the Screening Officers under his responsibility. Screening Officers will communicate directly with the SCC and vice-versa. The manager of operations will be responsible for communications with La Macaza Airport but may request the assistance of the SCC when necessary.
- 5.02 A cell phone will be provided by the Employer for all communications related to the duties.
- 5.03 The SCC assigned to La Macaza is responsible at all time of the vehicle used to transport employees between the meeting point and La Macaza. The SCC is responsible to inform the Employer of any maintenance and verification needed to keep the vehicle in proper working condition. He may ask for the support and assistance of his Employer for the maintenance of the vehicle.
- 5.04 Time spent by the SCC for the use and maintenance of equipment will be paid as if he was at work. Upon request from the Employer, the SCC will provide justification.
- 5.05 The SCC assigned to La Macaza is responsible for the quality of service provided at the site. He may request the assistance and support of the manager of operations to ensure the quality of service.
- All other tasks usually performed by a SCC at the Pierre-Elliott-Trudeau site shall be normally performed at the La Macaza site.

# Article 6: Seniority

For the purpose of applying seniority rights, employees working on a part time schedule at the Pierre-Elliott-Trudeau site and who are assigned to a regular schedule at the La Macaza site withhold their classification seniority as if they were assigned a part time schedule.

Signed at Montréal this Aday of October, 2011.

SECURITAS TRANSPORT AVIATION	TC LOCAL 1976 USW
SECURITY LTD	
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	in the state of th

Signed at Montréal, this 21 day of October, 2011.

# Search Procedure of Individuals

# **BETWEEN**

### SECURITAS TRANSPORT AVIATION SECURITY LTD

### AND

### TC LOCAL 1976 USW

Given the nature of our business, of the responsibility for ensuring compliance with procedures and the safety of people, the employer reserves the right to conduct searches of employees, their lockers and personal belongings, according to the following procedure:

> searches can be made when the employer has reasonable grounds to believe an employee is in possession of stolen equipment or other property likely to endanger the safety of employees or the public and the proper operations of the company (e.g. drugs, alcohol, weapons, confiscated equipment, etc.).

The Employer considers that view of the possession of prescribed goods or a suspicious behaviour is reasonable cause to conduct a search. In addition, circumstantial evidence may constitute reasonable cause.

Except to the extent necessary for the performance of their duties, the persons who carry out such searches will be held to an obligation of confidentiality and discretion with respect to any content review. In addition, all searches shall be performed in the presence of the employee concerned, if present in the workplace and in the presence of a union representative. If a union representative is not present, the employee concerned may avail himself of the presence of an employee of his choice as a witness.

In the event that the search must be performed and the employee concerned is absent, the Employer may conduct the search in the presence of a union representative present at the workplace.

Any failure to cooperate during a search conducted pursuant to this policy will be considered insubordination and may result in disciplinary action including dismissal.

SECURITAS TRANSPORT AVIATION
SECURITY LTD

TC LOCAL 1976 USW

May Date Dappin (

# Schedule Committee

# BETWEEN

# SECURITAS TRANSPORT AVIATION SECURITY LTD

### AND

# TC LOCAL 1976 USW

The Employer agrees to form a committee consisting of two (2) Employer representatives and two (2) Union representatives to discuss the composition of work schedules, vacations planning, shift changes and hour donations. Within this committee, members undertake to prepare schedules that reflect the obligations of employees and efficiency of operations. It is agreed that committee members will devote all efforts to agree and in default, the final decision rests with the Employer.

Signed at Montréal thisday of October, 2011.	
SECURITAS TRANSPORT AVIATION SECURITY LTD .	Rohlatie Rapoint

# Lunch Room

# BETWEEN

# SECURTIAS TRANSPORT AVIATION SECURITY LTD

# AND

# TC LOCAL 1976 USW

It is agreed that the parties will meet after the signature of the Collective Agreement, to discuss the possibility of having a lunchroom close to the work place and a local for Union meetings.

Signed at Montréal thisday of October, 2011.	
SECURITAS TRANSPORT AVIATION SECURITY LTD	TC LOCAL 1976 USW
	Mathalie Bapoint

# Screening Officers Education Fund

# BETWEEN SECURITAS TRANSPORT AVIATION SECURITY LTD AND TC LOCAL 1976 USW

The employer will pay an amount of ten thousand (\$10,000.00) dollars per year, in two instalments of five thousand (\$5,000.00) (in January and June) for the establishment of an employees education fund and for reimbursement to the Union of expenses incurred to participate in various initiatives with the employer, for the duration of the Collective Agreement. The choice of education activities will be determined jointly.

Signed at Montréal this 21_day of October, 2011.	
SECURITAS TRANSPORT AVIATION SECURITY LTD	TC LOCAL 1976 USW
	Rohl
	Marketin Garany

# Security Checkpoint Coordinators

# BETWEEN

# SECURITAS TRANSPORT AVIATION SECURITY LIMITED

# AND TC LOCAL 1976 USW

The Employer and the Union agree to modify certain provisions of the collective agreement covering SCCs who will be known as Security Checkpoint Coordinators

Such modifications will include changes to the roles and responsibilities of the Point Leader position and will also include a title change to reflect the new role.

The wage rate and Point leader premium will not be subject to change pursant to this Letter of Understanding

Signed at Montreal this 31 day of October, 2011	
SECURITAS TRANSPORT AVIATION SECURITY LTD	Robert Papoint

November 1, 2011	
In consultation with the Union, the employer vearly 2012.	will implement an automated scheduling system in
Signed at Montreal this day of Octob	er, 2011
SECURITAS TRANSPORT AVIATION SECURITY LTD	May Cate Papoint

The Employer and the Union agree to modify certain provisions of the collective agreement covering Point Leaders which will be known as Security Checkpoint Coordinators.

Such modifications will include changes to the roles and responsibilities of the Point Leader classification and will also include a title change to reflect the new role.

The wage rate and point leader premium will not be subject to change pursuant to this Letter of Understanding.

Signed at Montreal this &	day of October, 2011
SECURITAS TRANSPORT AVIAT SECURITY LTD	TON TC LOCAL 1976 USW
	Roberto
	Mathatie trapoint

# 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 provided however that in the absence of sufficient volunteers it may be necessary to assign employees to the airport in question. Such assignment will be in reverse seniority order from the employees in the pool. In such circumstances, the Company may, at its discretion, solicit volunteers from employees who are not members of the pool.
- 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. The Company will establish the terms and conditions of any assignment that involves an airport where the USW is not the bargaining agent
- 9. The application of the collective agreement will be limited to members of the USW when they are on assignment covered by this Letter of Understanding.
- 10. It may be necessary for the Company to alter the shift schedules of employees who are or become part of the pool

Signed at Montreal this [2] day of October, 2011	
SECURITAS TRANSPORT AVIATION SECURITY LTD	TC LOCAL 1976 USW
	Mathalie Rapoint

# **BETWEEN**

# SECURITAS TRANSPORT AVIATION SECURITY LTD

# AND

# TC LOCAL1976 USW

### LETTER OF UNDERSTANDING # 14

### BETWEEN

# SECURITAS TRANSPORT AVIATION SECURITY LTD.

(Hereinafter "the Company")

AND

# TC LOCAL 1976 USW

(Hereinafter ""the Union")

### **PREAMBLE**

The purpose of this Agreement is to provide the terms and conditions for those Employees identified in Attachment A who provided screening services at the Airports listed in Attachment B and were adversely affected when the Company became the service provider in CATSA's Eastern Region.

Whereas the Employees of the former provider maintained permanent residency in the Montreal area,

Whereas said Employees regularly travelled to the Airports listed in Attachment B to provide passenger and hold baggage screening.

Whereas only employees of the Company can provide screening services in the Eastern Region,

Whereas the Company has a requirement to hire said Employees and to continue to have them travel to and provide screening services at the Airports,

Whereas the Employees covered by this Agreement will as a condition of employment, be required to accept any assignment to the Airports as determined by the Company,

Whereas the Company has an ongoing requirement to have employees covered by Collective Agreements between the Company and the Union to travel to and provide screening services at the Airports,

Whereas the Company and the Union agree that this Agreement does not represent a Voluntary Recognition by the Company of the USW as the Bargaining Agent for a Bargaining Unit at any of the Airports referred to in this Agreement,

Whereas the Company and the Union further agree that the terms and conditions of the Collective Agreements referred to in paragraph 2 above apply to both Employees and employees who permanently reside in the Montreal area, the Collective Agreements do not in any way apply to other individuals who may provide screening services at the Airports

Now therefore the Company and the Union agree to the following terms and conditions:

# With Respect to Employees:

- 1. The terms and conditions of this Agreement will become effective on the date of execution.
- 2. The Company will hire the Employees as Regular employees of the Security Checkpoint Coordinator collective agreement at a time to be determined by the Company notwithstanding the terms of this Agreement.
- 3. Notwithstanding any provision of the collective agreements referred to in paragraph 2 above, the Employees will be eligible for casual work at YUL only to the extent necessary to complete the averaged standard work week cycle as set out for this assignment.
- 4. The Employees will be added to the bottom of the General seniority list as a Casual employee based upon their service ranking with their previous employer.
- 5. The Employees will not be required to serve a probationary period.
- 6. The Company will determine the maximum number of hours the Employee may be scheduled to work provided however that such scheduled hours may not exceed the provisions of Clauses 3.01 (c) or 3.01(d) as set out in Paragraph 2 above.
- 7. The Company will not be required to recall any employee holding laid off status as a result of the hiring of Employees pursuant to this Agreement.

- 8. The Employees will not be subject to layoff or displacement as a result of a reduction of service at YUL.
- 9. The Employees will be placed at the Level 3 wage rate closest to but not less than their base rate of pay with their previous employer.
- 10. The Employees will not be eligible to apply for or bid for any vacancies except with the prior approval of the Company and the Union

October 21, 2011

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

The Company will, in consultation with the Union, establish an Accommodation Policy to assist those employees who are unable to perform their regular duties in returning to work based upon their Qualifications and abilities.

Signed at Montreal this \_\_\_\_\_\_ day of October , 2011

SECURITAS TRANSPORT AVIATION TC LOCAL 1976 USW
SECURITY LTD \_\_\_\_\_\_\_ LE LOCAL 1976 USW

Seniority List-Appendix B

The Company, in consultation with the Union, agree to produce a Seniority List to be effective on November 1,2011.

The November 1,2011 Seniority List will replace the list set out in Appendix B of the collective agreement

October 21, 2011
Ruballe Papoint

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