COLLECTIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS LOCAL TC 9554



HEREAFTER:

THE UNION

AND

SECURITAS TRANSPORT AVIATION SECURITY LTD.



HEREAFTER:

THE COMPANY

PIERRE-ELLIOTT-TRUDEAU AIRPORT IN MONTRÉAL

2022 / 2024
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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 Company recognizes the Union as the sole bargaining agent for the employees to whom this Collective Agreement applies.
- 2.02 a) The Union recognizes the Company 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 Certification Order issued by the Canadian Industrial Relations Board (CIRB) on September 12th, 2012.
- 2.03 This agreement shall apply only to employees of the Company subject to this agreement who belong to any of the classifications listed herein and who are covered by the Certification Order.
- An employee promoted to a position excluded from the bargaining unit shall maintain and accrue seniority for a period of ninety (90) calendar days and may return to his former position within this ninety (90) calendar day period. During this period, the employee continues to pay Union dues but other provisions of the Collective Agreement do not apply. An employee may only be promoted once per job category for the duration of this Collective Agreement.
 - b) The parties agree that after the ninety (90) calendar day period the employee who rejoins the bargaining unit shall be considered a new employee for the purpose of applying seniority.
 - c) Notwithstanding the preceding, an employee filling a temporary position outside the bargaining unit to replace a temporary absence shall keep his seniority for a maximum period of one (1) year. This period could be extended by mutual agreement. During the first ninety (90) days, the employee will be covered by the group benefits plan of the bargaining unit and the Company will continue to pay the premiums as set out in Article 21. Following this, the employee will be covered by the Company's benefit plan. During the period of replacement, the employee continues to pay an amount equal to regular Union dues, however no other provision of the Collective Agreement shall apply. This employee cannot remit any disciplinary measures.

- 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 and this period could be extended by mutual agreement. During the first ninety (90) days, the employee will be covered by the group benefits plan of the bargaining unit and the Company will continue to pay the premiums as set out in Article 21. Following this, the employee will be covered by the Company's benefit plan. During the period of replacement, the employee continues to pay an amount equal to regular Union dues, however no other provision of the Collective Agreement shall apply.
- e) When the Company decides to temporarily fill a position outside the bargaining unit according to paragraph c) of this article, it must send the following information in writing to the Union at least five (5) days before the start of the temporary assignment:
 - the duration of the temporary assignment;
 - the general nature of the absence;
 - the position to be replaced; and
 - the start date of the temporary assignment.

If there is a change in the duration of the temporary assignment, the Company will notify the Union in writing.

- 2.05 a) No employee shall be laid off as a consequence of awarding a subcontract.
 - b) A person excluded from the bargaining unit will not bump or replace a member of the bargaining union if he is integrated within the bargaining unit. With regards to seniority, this person will be considered a new employee as per the collective agreement.
 - c) An employee who is a member of bargaining unit for the Company who obtains a transfer from one of the airports where the Company has operations will maintain his continuous service in addition to his advantages and benefits in accordance with the collective agreement applicable at the airport where the employee shall work. With regards to seniority, this employee will be considered a new employee.
- During the life of this Collective Agreement, the Company 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 Screening Officer in lieu of a Screening Officer except to assist Screening Officers in emergency situations.
- 2.10 Temporary assignments between the different classifications are done in accordance with the conditions set out below:
 - a) The maximum duration of temporary assignments is determined by the nature of the assignment. When a temporary assignment is granted to replace an absent employee, the maximum duration is one (1) year. When an assignment is granted to temporarily increase the number of employees in a classification, the maximum duration is ninety (90) calendar days or other duration agreed mutually upon by the parties. Any temporary assignment may be extended by mutual agreement.
 - b) The employee who obtains a temporary assignment respecting the conditions listed in this article retains his seniority during this temporary assignment.
 - c) The posting and granting of temporary assignments are done in accordance with article 11.07 of the collective agreement. In the event that employees of different classifications apply to the same temporary assignment, general seniority will be considered in the context of paragraph c) of article 11.07.

ARTICLE 3 DEFINITIONS OF TERMS

- **3.01** 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 all employees who, having entered into a new classification within the bargaining unit, have not completed their trial period of ninety (90) calendar days. This period can be prolonged by a mutual agreement for an additional thirty (30) calendar days.
 - c) "Full-time Employee": Refers to any employee who has completed his probationary period and who is scheduled to work more than twenty-five (25) hours per week.
 - d) "Part-time Employee": Refers to any employee who has completed his probationary period and who is scheduled to work twenty-five (25) hours per week or less.
 - e) "Pre-certification Officer": Means any employee waiting for Screening Officer training that has received the authorisation by the Company and CATSA to work certain positions. This employee does not have any certification and cannot work in any position requiring a certification.

- f) "Screening Officer (SO)": Means the person referred to by Transport Canada and certified by CATSA to perform the duties of controlling individuals, personal belongings and baggage. They notably perform the following tasks:
 - 1. Manual search of passengers and non-passengers;
 - 2. Manual search of carry-on handbags;
 - 3. Manual search of checked baggage;
 - 4. Use of a hand-held metal detector;
 - 5. Use of walk-through metal detector;
 - 6. Use of x-ray inspection device for carry-on handbags;
 - 7. Use of x-ray inspection device for checked baggage;
 - 8. Use of detection equipment for vapour/traces of explosive;
 - 9. Use of detection equipment for vapour/traces of explosive in carry-on handbags;
 - 10. Use of detection equipment for vapour /traces of explosive in checked baggage;
 - 11. Use of explosive detection equipment for checked baggage;
 - 12. Information to passengers;
 - 13. Pass Control:
 - 14. Pick-up and removal of lost and found objects;
 - 15. Use of x-ray mail inspection device;
 - 16. Use of any other inspection system;
 - 17. Manipulation of checked baggage;
 - 18. Filling out of information cards;
 - 19. Using traffic management systems;
 - 20. Using control zone identification systems;
 - 21. Control of vehicles;
 - 22. Filling out control reports;
 - 23. Alarm resolutions: and
 - 24. Any other tasks associated with the work of a screening officer required by CATSA.
- g) "Security Checkpoint Coordinator (SCC)": Refers to the employee who can perform the tasks of a Screening Officer in addition to the following tasks:
 - 1. Coaches Screening Officers;
 - 2. Prepare reports;
 - 3. Lend assistance to Screening Officers;
 - 4. Refer difficult situations that are out of one's control;
 - 5. Perform all other tasks proper to Security Checkpoint Coordinators, as specified in the SOP.
- h) "Security Checkpoint Trainer (SCT)": Refers to the employee who can perform the tasks of a Screening Officer in addition to the following tasks:
 - 1. Insure that the training requirements established by CATSA are respected;
 - 2. Support employees in accordance to the norms established by the SOP or the Company, with regards to training;
 - 3. Plan and organize employee training and testing.

- i) "Work Shift": The work shift is a period of a maximum of eight (8), ten (10) or twelve (12) hours, without consideration for meal interruption, during which time the employee provides the services required by the Company.
- j) "Spouse": Persons of the same or different gender
 - that are legally married and live together;
 - that live together common law and are both the parents of a same child;
 - that live together common law for at least one year.
- **k)** "Grievance": Any disagreement related to the interpretation or application of the collective agreement.
- (Work Location": Refers to the place where the employee usually performs his work or any other location where the employee must go at the request of the Company to perform his work or receive training or take exams.
- m) "Site": Refers to all airports covered by the certification order which are distinct locations for the purpose of applying and interpreting the collective agreement, except when specifically mentioned in the collective agreement.
- n) "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.
- o) "Mutual Agreement": Agreement between the president of the Section Local or his representative and a representative from the Company. The Company must provide to the Union in writing the Company representatives authorised to conclude mutual agreements.
- 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:
 - 1. Breach of service:
 - 2. Out of control delayed flights;
 - 3. Electrical or Equipment failures;
 - 4. Fire;
 - 5. Plane crash;
 - 6. Closing of another airport;
 - 7. Bomb threat;
 - 8. Alert level;
 - 9. Weather alerts (plane);
 - 10. Unforeseen delay due to an extraordinary circumstance of road or weather condition.
 - * This list is not exhaustive; some emergency situations may be added by mutual agreement between the parties.

- **q)** "Pay Period": Is composed of two (2) weeks, starting at 00:01 Friday and this period shall be maintained for the duration of this agreement, unless there is a mutual agreement.
- r) "Vacant Position": Refers to a position and the schedule associated with it, determined by the Company as being unoccupied within a classification and a status.
- s) "Variable Schedule": Refers to a schedule constituted by two (2) or more fixed days off, without any fixed working hours.
- t) "Temporary Position": Refers to a vacant position within a classification and status that will only be occupied for a maximum of ninety (90) days, which can be prolonged with a mutual agreement.
- u) "Classification": Refers to the following terms: Security Checkpoint Trainers (SCT), Security Checkpoint Coordinator (SCC), Screening Officer (SO); and Precertification Officer (PCO).
- v) "Status": Refers to an employee with a full-time or part-time schedule.
- w) "Status Rank": Refers to the rank determined by the date from which an employee most recently obtained or selected a full-time or part-time schedule, as established by the seniority list.
- x) "Continuous Service": The notion of continuous service refers to the duration of uninterrupted service during which the employee is bound to the employer by an employment contract, even if the execution of the work has been interrupted without a rupture of the employment contract. It is understood that the Company recognizes the continuous service of employees during the 2011 transition.
- y) "Operational Requirement": Refers to all requirements associated with the delivery of service for which the Company has been mandated.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Company shall maintain the free exercise of all his rights except where this Collective Agreement contains an express provision to the contrary.
- Without restricting the generality of the preceding article, the Union recognizes 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) hire, classify, transfer, promote, dismiss, lay off, suspend or discharge employees for just and sufficient cause;

- 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 Company needs to hire a new Security Service Manager (SSM), it shall post memo so that members may apply. The Company will select a candidate, post the nomination, and provide a copy to the Union.
- When the Company asks an employee to sign a security notice or operational bulletin to certify knowledge of the document, no additions can be brought without informing the employee. A copy of the notice or operational bulletin shall remain accessible, upon request, to the employee who has signed it, in the presence of a union representative certified by CATSA. The fact of signing a security notice or an operational bulletin serves to certify that he has read it and cannot be used as proof that the employee agrees with the content.
- 4.05 The Company may create or modify an internal policy/common practice after having discussed with the Union, during a labour relations meeting or an ad hoc meeting with members of the union executive, before implementation and after having posted and distributed it to employees at least fourteen (14) days in advance. For employees absent during the distribution, the Company will communicate the policy to them after their return to work. The policy is not enforceable against employees to whom it has not been communicated for at least fourteen (14) days.

ARTICLE 5 UNION DUES

- As a condition of employment, the Company deducts union dues at the source from the salaries of each of the employees, starting when they are hired, equivalent to an amount certified by the Union to the Company as applicable.
- The Company 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.

The Union will transmit to the Company a written confirmation of the dues, expenses, and other deductions.

As per instructions from the Union, the Company shall remit by cheque the amounts deducted before the fifteenth (15th) day of the month following deductions. The dues shall be sent to the International Treasurer of the Steelworkers. Union dues collected from the wages along with a statement of individual dues deducted shall be remitted by the Company to the proper Union Authority within forty (40) calendar days following the pay period from which dues were collected. At the same time, a copy of the detailed and resumé

statements of the R-115 must be sent to the Secretary Treasurer of Local TC 9554.

- 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 Company for any claim, legal proceedings or liability resulting from the deduction of Union dues provided for above.
- The Company 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

The Company 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 which 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.

Every employee has the right to a workplace free from sexual harassment. The Company ensures, to the extent possible, that no employee is subjected to sexual harassment.

The Company 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.

An alleged violation of this article must be introduced directly at the second step of the grievance procedure.

ARTICLE 7 UNION RESPRESENTATIVES

- 7.01 The authorized representatives, stewards and officials of the Union shall be recognized by the Company as the employee's official representatives with the Company's representatives and these representatives may, with advance written notice of one week to the director of operations, visit the employees in the place of employment for Union-related matters and with confirmation of the supervisory officer on duty.
- 7.02 The Union shall notify the Company in writing, after each schedule selection, of the names of the authorized representatives, stewards and officers. The Company need not recognize the authorized union representatives, stewards and officers unless this procedure has been followed. The Union is to keep an updated list.
- 7.03 Leaves of absence without pay shall be granted by the Company 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 seven (7) calendar days in advance;
 - that no more than six (6) employees on leave at the same time. Once per year, the Company will grant leaves of absence without pay to eleven 11 employees at the same time. For these leaves, there will be a maximum of two (2) Security Checkpoint Coordinators and one (1) Security Checkpoint Trainer (STC) on leave at the same time. Since the Union does not have any control over which members are elected, it is understood that there can be exceptional situation during which these limits with regards to SCCs and SCTs on leave at the same time are not respected.
 - d) The Union endeavors to avoid union leaves during the weeks of Spring Break, during the week of Formula 1, and during the two weeks of Christmas holidays.
- 7.04 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.

- 7.05 An employee who is on leave under Article 7 shall continue to accrue his seniority during his absence.
- 7.06 a) The employee released for Union work will be paid by the Company for those days at the same rate of pay he would have received if he had been working. In return, the Company will invoice the Union monthly for the salary paid. Upon receipt of this invoice the Union will reimburse the total amount due within thirty (30) days.
 - **b)** Upon seven (7) calendar days advance notice, the Company shall release the employees whose presence is required at an arbitration session.
 - c) Upon ten (10) calendar days advance notice, the Company shall release a maximum of six (6) employees to attend bargaining sessions for the renewal of the agreement.
 - d) During the Collective agreement negotiations with the Company, all wages and benefits shall be paid to the employees as if they were at work.
 - e) 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.
- 7.07 a) Upon fifteen (15) calendar days advance written notice; the Company 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 thirty-two (32) hours per week for Union business, provided he maintains his certifications. 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 Company of the change and the same conditions for union leave shall apply.
 - c) The Company will allow one (1) day of union leave every month for the executive members, with the exception of the president. A maximum of thirty-six (36) of these leaves per calendar year are at the Company's expense.
 - d) The Company will grant a maximum of three (3) or four (4) days (for ten- or eight-hour work schedules) of union leave per week, as requested by the union, for the Vice-President. The Company bears the costs for two (2) days.
 - e) Employees elected or appointed to full time Union positions representing USW Local TC 9554 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.

- f) The Company shall grant a maximum, as per Union request, of one (1) day of union leave per week to the president of the Local Health and Safety Committee. These hours are billed to the Union. This leave is separate from the other leaves granted to the president of the Health and Safety Committee set out in this collective agreement.
- g) The Company grants a maximum of ten (10) hours of union leave per week to the financial secretary or the secretary treasurer. These hours are billable to the Union
- 7.08 The Company will grant a period of thirty (30) minutes to a union representative to speak with new employees during their training.

ARTICLE 8 GREIVANCE PROCEDURE

- **8.01** The Company 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.
- 8.02 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 Human Resources (HR) within twenty-eight (28) calendar days following the date of the incident that caused of the grievance or the date of knowledge, real or deemed, of the incident. HR will render a decision in writing within twenty-eight (28) calendar days following receipt of the written grievance. During that period, a meeting may take place between the griever, the Union representative and a Company representative to discuss the grievance.

Step 2

If the grievance is not settled at Step 1, the President of the Local Union or his representative may appeal the decision in writing, giving the reasons for the appeal, to the Director of Human Resources (DHR) or a person designated by the Company within forty-two (42) calendar days following receipt of the decision rendered in Step 1. The DHR or the person designated by the Company will render a decision in writing, giving reasons for the decision, within forty-two (42) calendar days following receipt of the appeal.

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 forty-two (42) calendar days following receipt of the decision in Step 2, or the due date of such decision if not received.

- 8.03 "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 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.
- 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 Company 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 8.05.
- 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 Company 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.
- 8.06 The time limits specified herein are obligatory and may be extended with a written agreement between the parties.
- 8.07 Settlement of a grievance shall not involve retroactive pay beyond sixty (60) calendar days prior to the date that such grievance was first submitted in writing.
- 8.08 While grievances are being studied and before a final decision is made, work is not stopped by the Company and/or the employees.
- 8.09 Grievances not docketed for arbitration by either party within two (2) years from the date of filing of the grievance at Step 1 will be considered as dropped.
- A technical error in the written presentation of a grievance does not automatically result in nullification of this grievance.
- 8.11 The grievance procedure may be utilised by the Company for all questions concerning the interpretation, application, and alleged violation of this collective agreement. If the Company should use the grievance procedure, the parties will need to respect the delays outlined at Article 8.02.

ARTICLE 9 ARBITRATION

- 9.01 The parties agree that the grievance shall be submitted to a single arbitrator identified by mutual agreement. If the parties cannot agree, a request to nominate arbitrator will be submitted to the Minister.
- 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 Company'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 set out in this article are obligatory and can be extended with written agreement between the parties.

9.06 Expedited and informal arbitration

Notwithstanding the terms established in the aforementioned regular arbitration procedure, to present a case, the parties may, as mutually agreed, submit a grievance to be reviewed in an informal hearing and that grievance will then be deemed an expedited and informal case.

Both parties have until the beginning of the proceedings to withdraw.

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

The parties have to verbally explain their positions at the hearing. Written documents are not necessary in expedited and informal cases. The parties can submit their documents, files or other elements of proof as they wish to do, provided they are within the admissibility rules of the *Canada Labour Code* and the skills and discretionary powers of the arbitrator.

There will be no precedents arising from an arbitrator's decision that could be used in future cases. Unless required by Canada Labour Code, decisions rendered in the expedited process shall not be quoted in presenting another case nor spoken about unless to the parties. The written motives shall only be given to the different parties of said grievance.

If, at any given time during the presentation of an expedited and informal cases, and after consulting with the parties, the arbitrator realizes that the issue before him is better suited for regular procedures instead of this process, he can return the matter to the parties for it to follow the regular course of the grievance procedure as described in the Collective Agreement.

The files handle through the expedited process will be kept for legal ends but will not be numbered. Numbering of those files will only be established for administrative purpose and not be an integral part of the written decisions sent to the parties. The number of expedited case treated annually will be added to the total number of cases treated each year.

Notwithstanding the previous paragraph, the parties can, if mutually agreed and within the process of the expedited and informal hearing, ask for mediation. The arbitrator can, it his convenience, propose his mediation in a dispute, and that, before the expedited and information hearing begins. When filing a case for arbitration, both parties need to advise the arbitrator of their intention to ask for mediation within the expedited and informal hearing process.

ARTICLE 10 HEALTH AND SAFETY

- 10.01 The Company and the Union agree to join efforts to maintain high standards of health, safety and hygiene in the workplace with the constant goal of eliminating the risk of accident and occupational disease at its root.
- The Company agrees to cooperate with the Union to promote the employees' education with respect to safety, accident prevention and health.
- 10.03 The Company and the Union agree to cooperate to ensure observance of Part II of the *Canadian Labour Code* as well as its regulations regarding hygiene and workplace safety in force by adopting adequate measures to protect the health, the safety and the physical integrity of its employees, as well as the hygiene of the workplace.
- The Company shall provide the required means of protection as prescribed in the health and safety federal law and can also provide the recommended protection determined by the Health and Safety committee as established in article 125 of Part II of *Canada Labour Code*.
- 10.05 a) An employee who is the victim of a work-related accident will receive his complete salary for the day of the accident. This employee is transported to medical offices or a hospital, at the Company's expense, when necessary.
 - b) When an employee is asked by the Company to transport this other employee, his expenses including lost hours, if it is the case, will be reimbursed when the current pay period is paid out.
- 10.06 a) If the employee who is the victim of a work related accident becomes incapable of performing his job because of his injury, the Company 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 Work Related Accidents and Occupational Diseases*.

b) When the employee returns to work after a work-related accident and must be absent for medical care related to the initial event, including visits to his doctor or to the hospital, the Company shall pay the employee for the hours missed. This shall not affect the hours accrued in his sick leave bank. It his understood that the employee must take necessary measures to schedule medical appointments outside of regular working hours, or in a way that minimizes the impact on work.

However, it is not the purpose of the provisions of this clause to make the Company pay over and above any time reimbursed by the CSST.

- 10.07 a) In accordance with the *Act Respecting Work Related Accidents and Occupational Diseases* the Company 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.
 - c) When an employee is on leave because of a work-related accident or occupational disease before and during his scheduled annual vacation, he will have the opportunity, if he so wishes, to choose another period for annual vacation after his return to work amongst the weeks that were available when he made his first selection.
 - d) The employee who is victim of a work-related accident has the right to annual vacation pay established by the law.

10.08 X-Ray Devise

There will be rotation amongst qualified employees of the team working on this machine as per standards established by Transport Canada.

- 10.09 The Company will reimburse expenses for the flu and the hepatitis B vaccines upon presentation of the original receipt for said vaccines. The Company is not responsible for any side-effects incurred by employees.
- The Company agrees to provide, at each location, a room with sufficient space for employees to keep personal belongings with a half (1/2) rack for two (2) 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.
- 10.11 a) The Company recognizes a joint Occupational Health and Safety Committee at work whose responsibilities are set out in article 135 of the *Canada Labour Code*. This committee will consist of a maximum of ten (10) individuals, of which five (5) are employee representatives and a maximum of five (5) Company representatives. The Union will try and include representatives of the different work shifts (AM/PM/Night). 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 by the Company.

- b) The Company liberates, at its own expense, the union members of the Occupational Health and Safety Committee for four (4) hours so that they may prepare for the joint committee meeting. These leaves are granted to a maximum of five (5) employees and do not apply to "back-up" members of the comity.
- c) When the preparatory meeting takes place on an employee's day off, he will receive a compensation of four (4) hours for his transportation or will be able to take another day off in lieu on a date determined by himself and the Company.
- The Company recognizes a joint Policy Health and Safety Committee whose responsibilities are set out in article 134.1 of the *Canada Labour Code*. This committee will consist of a maximum of ten (10) individuals of which a maximum of five (5) will be Company representatives. The parties will try and include representatives of the four (4) sub-regions. The Union and the Company may also select an additional individual to replace a missing member of the Committee at a reunion.
- 10.13 a) The Company endeavours to comply with the applicable provisions of the *Canada Labour Code* relating to workplace inspections.
 - b) The Company will release an employee member of the Health and Safety Committee to assist with the inspections provided at article 10.13(a).
 - c) The inspection of the entire workplace is done every month at a date established by the local committee.
- The Company undertakes to recognize the prevention representatives who will be appointed by the health, safety, and hygiene committee, as well as their functions set out by the code.
- The Company, along with a representative of the local union committee, endeavors to apply the necessary measures to offer joint awareness-raising in occupational health and safety every month, excluding the months of July, August and December, so that all employees are sensitized at least once a year.

10.16 <u>Temporary assignments</u>

The Company and the Union agree that the employee who has suffered a workplace accident or workplace illness should be assigned tasks compatible with his functional limitations determined by his physician, until he is able to perform all of his duties before his accident. The Company makes all reasonable efforts to accommodate the employee to his regular position, or to a position compatible with his limitations if this is not possible.

- a) The purpose of the temporary assignment is to improve and facilitate the rehabilitation of the employee and his return to normal work.
- b) The Company, the employee affected by the temporary assignment, and the Union will make every reasonable effort to accommodate the employee who is unable to perform the regular duties of his position following an accident at work or an occupational illness.

ARTICLE 11 SENIORITY

11.01 a) General Seniority

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

b) Probationary Period

Seniority of any new employee shall be recognized once the employee has completed one hundred and twenty (120) calendar days. This period is automatically prolonged by all absences of five (5) consecutive days or more.

During this period, the employee benefits from the entire collective agreement except for the grievance procedure in the event that the Company puts an end to his employment.

The probationary period for Pre-certification Officers is a minimum of ninety (90) days as a Screening Officer, starting with their first day of OJT.

c) Trial Period

The trial period for an employee who occupies a position in a new classification is of ninety (90) calendar days and this period can be extended by Mutual agreement days. In the event that the Company decides to extend the trial period of the employee, the Union must be notified in writing.

Note: All authorised leaves exceeding fourteen (14) calendar days will not be considered as part of the trial period.

11.02 a) Status Rank

If multiple employees would start working on the same day, the status rank will be determined by draw in the presence of the concerned employees.

- b) When an employee chooses to change status, he will be given the last rank of the new status. If multiple employees choose to change status the same day, the new status rank will be determined by the previous rank within the initial status.
- when the change of status is caused by a lack of available full-time schedules, the concerned employee will occupy the first rank within the part-time status all while conserving his right to return to the status rank he initially occupied, once this is possible. If he does not select a full-time schedule but could have done so, the employee thus becomes a part-time employee with his status rank determined by the date at which he could have chosen a full-time schedule. If multiple employees must change status for this reason on the same day, the new status rank will be determined by the previous rank within the initial status.

d) Classification Rank

The classification rank is determined by the date at which the employee started to occupy a position within one of the following classifications: screening officer, security checkpoint coordinator or security checkpoint trainers.

For pre-certification officers (PCO), their classification seniority and status rank as a security officers (SO) begin on their first day of Basics1: they have priority over other employees who complete the "SOF" on the same day and who were not PCOs. If several PCOs complete the "SOF" on the same day, their respective rank as PCOs is applied for their classification seniority and status rank.

- e) In the event that multiple employees would start working on the same day, the classification rank will be determined by draw in the presence of the concerned employees.
- f) When an employee changes classification, he will be given the last rank of the new classification. If multiple employees choose to change classification the same day, the new classification rank will be determined by the previous rank within the initial classification, giving priority to the rank of full-time status.

11.03 "Loss of Seniority": Seniority and employment are lost for the following reasons:

- a) Resignation;
- **b)** Dismissal for just and sufficient cause;
- c) Absence from work for two (2) or more consecutive working days without notice or without an excuse considered reasonable by the Company:
- **d)** Failure to return to work within seven (7) calendar days following a recall to work;
- e) Refusal to accept a recall to the status and classification that was occupied before the employee was laid off;
- f) Absence for reason of illness or accident, other than a work-related accident, exceeding twenty-four (24) months;
- g) A lay-off exceeding twenty-four (24) months;
- h) Absence for reason of workplace accident or occupational illness exceeding twenty-four (24) months;

- i) Loss of security clearance required to perform the work of a screening officer.
- 11.04 a) "List of Employees": The list including the most recent information listed below, held by the Company, and organized in alphabetical order using last and first names:
 - Personal coordinates, including complete address and phone numbers (with the applicable area code) and email;
 - Status;
 - Certifications.

This list will be generated by the Company and will be communicated to the Union Local TC 9554 and to a representative of the International Union by email (in Excel format) during the months of November and Mai of each year.

- b) The Company will post and transfer electronically to the Union, every three (3) months, on the 1st of February, Mai, August, and November, a list of the employees, indicating their date of hire by rank of status and classification.
 - 1. Identification number (employee number);
 - 2. First and last name;
 - 3. Classification rank:
 - 4. Status rank;
 - 5. Gender (M/F);
 - 6. Date of hire;
 - 7. Certifications;
 - 8. Classification:
 - 9. Language.

The Company will inform the Union of the names of new hires and end of employments.

- 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) classifications:
 - Security checkpoint coordinators;
 - Security checkpoint trainers;
 - Screening officers.

These classifications are divided into two (2) statuses:

- Full-time employees;
- Part-time employees.

- In the case of a promotion, vacant position or newly created position, the Company shall proceed as follows:
 - a) The Company shall post for a period of seven (7) days a notice identifying the position to be filled with the following information:
 - 1. Classification;
 - 2. Duration of the position (permanent or temporary);
 - 3. Schedule day, evening or night (if applicable);
 - 4. Pertinent requirement to occupy the position;
 - 5. Hourly rate;
 - 6. Status.
 - b) During this period, employees may submit their candidacy to the Company.
 - c) The Company will evaluate the applicants taking into consideration the following criteria:
 - 1. Qualifications;
 - 2. Competences.

When two employees have relatively equal qualifications and competences, the status rank will prevail.

- d) The Company shall have fourteen (14) calendar days from the end of the posting to select the candidate; the Company shall then post the name and status rank of the selected employee and give a copy of this notice to the Union.
- 11.08 a) Lay-offs will be done in reverse order of general seniority amongst the employees in the concerned classification, provided that the employees remaining on the job are able to accomplish the work of this classification in a normal manner.
 - b) In the event of the temporary closing of a department in one of the airports, the Company agrees to convene the Union to consider the possibility of transferring the most senior employees to another work location.
 - c) In the event of a permanent closure of one of the airports covered by the same accreditation certificate, the Company agrees to convene the Union to transfer regular and part time employees to the other work location while maintaining their general seniority and benefits.
- Subject to circumstances beyond the Company's control, the Company will send written notice to employees affected by layoffs at least seven (7) calendar days before the scheduled layoff date. Such notice does not have to be transmitted to casual or probationary employees.
- 11.10 "Recall": in all cases of recall, the Company shall recall the employee by general seniority order among those who were laid off, provided they are qualified to occupy the classification.

If the Company cannot reach the employee in a timely fashion, a written notice will be sent to the employee using registered mail and the last known address.

- 11.11 It is the employee's responsibility to keep their personal information updated, such as their Social Insurance Number, current bank account, as well as exact coordinates. The Company is not responsible for errors caused by outdated personal information.
- The Company who terminates the employment of an employee other than an employee who has worked for the Company for less than three (3) months must, unless employment is ended through discharge with just cause, give the employee the notice or compensatory indemnity required by the *Canada Labour Code*.
- 11.13 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 behavior.
- 11.14 If the Company requires regular employees, he shall first draw upon laid off full-time employees, followed by part-time employees and then pre-certification officers before going outside to hire.
- 11.15 a) In the course of establishing a new classification not foreseen in the Agreement, the Company will notify the Union in writing. Such job classification and rate will be subject to negotiation between the parties.
 - b) If the parties fail to reach an agreement within ten (10) working days after the date of the written notice, the new classification and rate will be implemented. The matter may then be treated as a grievance and submitted to an arbitrator within fifteen (15) days of the date of implementation of the new classification.
- The parties agree that an employee who comes from another Canadian airport where STAS offers pre-board screening will have his salary and benefits established according to his level acquired at the previous airport. Work performed by the employee at the previous airport is counted for the probationary period. This employee is assigned the status and classification of a new employee. To determine the vacancy period and the related indemnity, he maintains his hiring date, but not for layoffs.

ARTICLE 12 WAGES AND PREMIUMS

- 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 Company 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 Company;
 - 2) le surname and given name of the employee;
 - 3) the date of the payment and the work period corresponding to the payment;
 - 4) 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) level of pay progression;
 - 16) the total of hours for pay progression purposes;
 - 17) the Pension Fund;
 - 18) COLA *;
 - 19) VRSC *;
 - 20) Classification.

- For the life of the agreement, the Company shall pay the wages and contributions provided for in Appendix 'A'.
- 12.06 The Company 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.

In the event of a payroll error that results in overpayment to the employee, the Company can proceed with reimbursement after having communicated the proof of error to the employee and having agreed upon a reimbursement schedule with the employee.

^{*} If applicable

- 12.07 Except in cases involving the application of seniority, an employee transferred to another task, at the Company'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, as a result of the Company's fault, a payroll error exceeding one hundred and twenty-five (\$125) dollars is made on an employee's wages, the Company shall, within three (3) business days (that is, Monday through Friday) 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 of less than one hundred and twenty-five (\$125) dollars, an adjustment shall be made on the next pay.
 - c) If the Company fails to make the correction under article 12.08 (a) within the agreed period, the Company will pay a penalty of fifty dollars (\$50) to the employee.
- 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 Company, in accordance with the policy in force.

12.10 <u>Certification, Weekend, and Night Shift Premiums</u>

These premiums are not considered as being part of the base remuneration and are therefore not affected by overtime and are not paid with the statutory holiday pay, according to article 15.02.

- a) Employees who work between 12:01 AM on Saturday and 11:59 PM on Sunday will receive a premium of \$ 0.25 for each hour worked.
- b) Employee who work between 23:00 and 07:00 will receive a premium of \$0.25 for every hour worked during this period.*
 - * Applicable as of the signing of the new collective agreement.
- c) Employees working at a position requiring one of the following certifications will receive a premium of \$ 0.25 for each hour worked at said position:
 - CTX:
 - VIS; and
 - CNP-V.

If, at the request of the Company, an employee is transferred from his normally scheduled shift at a position requiring one of these certifications to a position that does not require one of these certifications, the employee nevertheless receives the premium for the hours worked during the shift in question.

If, at the request of the Company, an employee is transferred to a position requiring one of these certifications, the employee receives the premium for the hours worked during the duration of the assignment.

For employees who work a night NPS-V schedule, if he is not assigned to NPS-V after his checkpoint hours, he still receives the premium for the NPS-V hours of his schedule.

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 Friday morning at 12:01 A.M.
 - **b**) Eight (8), ten (10) or twelve (12) consecutive hours constitute a workday.
 - c) The Company cannot introduce rotating schedules during the life of this collective agreement without a mutual agreement.
- 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) Any continuous work executed immediately before or after an eight (8), ten (10) hours or twelve (12) hour work shift shall be considered overtime and paid to the minute at $1\frac{1}{2}$ times the standard wage rate.
 - c) For a work shift of less than four (4) hours, overtime shall be assigned based on status rank, being first offered to employees already scheduled to work on the day overtime is to be worked, provided the overtime is worked within thirty (30) minutes or less of the beginning or the end of the regularly scheduled work shift. Next, if the Company is unable to fill his requirements, availability sheets will be used to assign overtime, namely to full-time employees by status rank, then to part-time employees by status rank.
 - d) For a work shift of four (4) hours or longer, overtime will be assigned using the availability sheets namely to full-time employees by status rank first, then to part-time employees by status rank. At the beginning of each week, the Company restarts at the top of the list beginning with the lowest status rank 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) For hours offered in advance to fill a requirement in HBS or NPS-V, they are offered by status rank in priority to the employees certified to work these positions, starting with the full-time employees and followed by the part-time employees.
 - g) 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 Friday and shall remain valid for a duration of six (6) months. However, the

employee shall have the opportunity to modify his availability twice during this six (6) month period.

- 13.03 a) The regular workweek shall be 40 hours, divided into four (4) days of ten (10) hours or five (5) days of eight (8) hours.
 - b) The work schedule shall be established by the Company, who shall have all the flexibility required to assign work schedules according to:
 - 1. service requirements;
 - 2. required qualifications;
 - 3. classification requirements;
 - 4. status;
 - 5. work experience;
 - 6. technical knowledge or equipment-operating skills required.
 - c) During the choice of work schedules, the Company will take into consideration the status rank and preferential choice of employees, starting with full-time employees followed by part-time.
 - d) Upon request by the Company, a full-time employee will not be able to work more than seven (7) consecutive days. It is understood that an employee may waive this right by accepting additional hours or a shift beyond his work schedule.
 - When there is a change in the schedule, no overtime shall be applied to the number of consecutive workdays, whether they are in the same week or not.
 - e) The Company shall establish or modify the work schedules in accordance with the provisions of the Collective Agreement and shall send a copy of the schedule to the Union seven (7) days before it comes into effect. The schedules shall be posted seven (7) calendar days before coming into effect, otherwise they shall not be enforceable.
 - f) Employees are entitled to a minimum of ten (10) hours of rest between two (2) work shifts. This provision does not apply when a work schedule is implemented. It is understood than an employee can renounce this right by accepting hours of work or a work shift in addition to his regular work schedule.

13.04 a) Meal and rest periods are established as follows:

Duration of work shift	Meal break	Rest break
4 hours, less than 5 hours		15 minutes
5 hours, less than 6 hours	30 minutes	15 minutes
6 and 7 hours, less than 8 hours	30 minutes	15 minutes
8 hours, less than 10 hours	30 minutes	30 minutes
10 hours, less than 12 hours	30 minutes	2 x 30 minutes
12 hours	30 minutes	15 minutes and 2 x 30 minutes

b) It is understood that meal period and rest period shall start as follows:

1) For four (4) hour shifts:

- break: between the first hour and a half (1:30) and the third (3:00) hour following the beginning of the work shift.

2) For five (5) hour shifts:

- 1st break: between the first hour and a half (1:30) and the third (3:00) hour following the beginning of the work shift;
- 2nd break: between the second and a half hour (2:30) and the fourth (4:00) hour following the beginning of the work shift;
 - * There must be a minimum of thirty (30) minutes between the two breaks.

3) For six (6) and seven (7) hour shifts:

- 1st break: between the first hour and a half (1:30) and the third hour (3:00) following the beginning of the work shift;
- 2nd break: between the third and a half hour (3:30) and the fifth hour (5:00) following the beginning of the work shift;

4) For eight (8) hour shifts:

- 1st break: between the first hour and a half (1:30) and the third hour (3:00) following the beginning of the work shift;
- 2nd break: between the firth hour (5:00) and the sixth and a half hour (6:30) following the beginning of the work shift;

5) For ten (10) hour shifts: 3 x 30 min:

- 1st break: between the first hour and a half (1:30) and the third hour (3:00) following the beginning of the work shift;
- 2nd break: between the fourth hour (4:00) and the sixth hour (6:00) following the beginning of the work shift;
- 3rd break: between the seventh hour (7:00) and the ninth hour (9:00) following the beginning of the work shift;

6) For twelve (12) hour shifts: $3 \times 30 \text{ min} + 15 \text{ min}$:

- 1st break: between the first hour and a half (1:30) and the third hour (3:00) following the beginning of the work shift;
- 2nd break: between the fourth hour (4:00) and the sixth hour (6:00) following the beginning of the work shift;
- 3rd break: between the seventh hour (7:00) and the ninth hour (9:00) following the beginning of the work shift;
- 4th break: 15 minutes between the tenth hour (10:00) and the eleventh hour (11:00) following the beginning of the work shift.
- c) Additional hours of four (4) hours or more, added to the normally scheduled shifts, are treated separately and receive breaks according to paragraph a) of this article.

The additional hours of less than four (4) hours, scheduled and added to the normally scheduled shifts, adjust the duration of the shift and receive the breaks in accordance with paragraph a) of this article.

- d) In the event that an SO, SCC or SCT performs a minimum of two (2) additional hours immediately before or after his normally scheduled shift, whether these hours are given on the floor the same day or for two (2) consecutive work shifts, he is given a transitional rest period of fifteen (15) minutes which must be granted a maximum of one hour before or after the transition.
- e) It is understood that an employee shall not work more than three (3) and thirty (30) minutes before obtaining a meal or rest break.

The rest and meal periods cannot be combined.

f) If an employee cannot take his meal or rest break in the delays provided above, the employee shall be paid the following amount:

Delay	Amount
0h01 - 0h30	\$50
0h31 - 1h00	\$75
1h01 - 1h30	\$100
1h31 - 2h00	\$125
More than 2 hours	\$150

- g) If an employee cannot take his break because he is working during this period for reasons out of his control, he shall be paid an amount of one hundred fifty dollars (\$150) and will be remunerated at the standard hourly rate for the duration of the missed break in addition to the work shift.
- An employee is deemed to be at work when he is available to the Company at the workplace and is required to wait to be given work.
- 13.06 The Company shall post in the workplace the employee work schedule, as well as any modification. Should a grievance relating to the work schedule of an

employee arise, the Company shall provide the Union, upon request, a copy of the employee work schedule.

The posting must be made seven (7) days before it comes into effect and must remain posted for the first seven (7) days of its application.

- An employee who reports to the workplace at the express request of the Company or in the normal course of his employment and which has no available work or is working less than four (4) consecutive hours is entitled to compensation equal to four (4) hours of wages actually paid, unless the increase for overtime gives it a higher amount.
- 13.08 The Company or his representative will allow shift exchanges and shift forfeits between two (2) employees, all subject to the following conditions:
 - that the change is requested in writing on a form provided for that purpose by the Company and signed by the two (2) concerned employees at least seventy-two (72) hours in advance. The Company will respond to this request no later than forty-eight (48) hours prior to the shift being exchanged or forfeited, conditional that the request is submitted within the allotted deadline. If the request is denied, the Company will contact the employee to inform him;
 - b) for shift exchanges, that the two (2) work shifts are scheduled within the same work week;
 - c) that the change does not incur the payment of overtime;
 - d) that the change does not impede operations;
 - e) that any debit or credit in pay caused by any reason, for example, late payment or a holiday, be charged to the employee who actually does the work.
- 13.09 Two employees can complete a permanent shift exchange or forfeit that is, a shift exchange or forfeit that is applicable for the duration of the schedule applicable when the request is submitted provided the following limits are respected:
 - An employee can to a maximum, per schedule:
 - o accept one permanent shift forfeit;
 - o forfeit permanently one shift;
 - o complete one shift exchange;
 - An employee can work a maximum of six (6) days per week as a result of a permanent shift forfeit
 - An employee cannot complete a shift forfeit or shift exchange for one of their "certification shifts", except if it is an exchange that two work shifts with the same certification;

- The employee who accepts the permanent shift forfeit or exchange must have the qualifications required to occupy the position in question, which includes gender for NPS-T and NPS-V; and
- Permanent shift forfeits or exchanges cannot result in an employee working more than sixteen (16) hours per day.
- 13.10 a) Notwithstanding Article 13.02 c), when a flight is delayed (1) hour or less, the employee in charge of closing the check point shall take over the lead until the end of the flight, whether there is overtime or not. The work is offered on a voluntary basis among the employees in the concerned check point, taking seniority into consideration. In the absence of volunteers, the employee with the least seniority shall remain at work.
 - b) In the case of added flights (including charters), surplus passengers or flights delayed in excess of an (1) hour, the work is offered on a voluntary basis amongst the employees on duty, taking seniority into consideration. If the number of volunteers is insufficient, the employees with the least seniority will remain at work.
- When a technical or technological improvement is made, the Company, in concert with the Union, shall attempt to help the employee adapt to the new requirements of his work. Training costs shall be covered by the Company. Employees are paid for the time they spend in training and are deemed to be at work.
- When the Company must give an employee time for training or recertification at the workplace, the employee shall be compensated as if at work.
 - **b)** When the Company offers training to a limited number of employees, it proceeds in the following way:
 - 1. The Company proceeds with the posting for a duration of at least fourteen (14) days, detailing the training to be offered and the requirements;
 - 2. The section is done in priority by classification seniority among the qualified full-time employees of the concerned classification;
 - 3. If there are insufficient volunteers, the selection is done in reverse classification seniority order among the qualified full-time employees of the concerned classification.
- 13.13 a) The number of variable schedules cannot exceed twelve percent (12%) of the total number of schedules worked by Screening Officers.
 - b) When selecting a schedule, the employee who selects a variable schedule shall be considered a full-time employee for the application of this collective agreement.
 - c) These schedules will be posted on the work site fourteen (14) days before they come into effect and a copy will be sent to the Union.
 - d) Variable schedules are selected by status rank of Screening Officers.

- e) A variable schedule is made of consecutive workdays. During a single week, the workdays are all scheduled either in AM or PM. Exceptionally, the Company may schedule an employee on a variable schedule so that his work shifts are not scheduled only in AM or PM within the same week. The Company tries to standardize, to the extent possible, the start time within a same week.
- f) A 5 x 8hr variable work schedule can be transformed into a 4 x 10hr variable work schedule by adding a day off to one of the existing two days off, taking into consideration preferences of employees.
- g) The Company undertakes to respect the weekly days off and the schedule selection of the employees, unless the employee voluntarily agrees to modify them.
- h) The Company may establish variable SCT and SCC schedules to cover the vacations of these two (2) classifications.

The number of variable schedules under each of these classifications cannot exceed the number of concurrent vacation allotments granted per week for the classifications.

The SCCs and SCTs who work variable schedules adopt the schedule of the SCC or SCT on vacation, including working hours and days off.

When changing replacement schedules, the Company can modify the first week of the next schedule to avoid the employee working too many consecutive days.

- Any schedule left vacant permanently or temporarily for a minimum period of eight (8) weeks is made available to employees of the same classification and is assigned by classification seniority. If there is no volunteer in the same classification, the schedule remains vacant. The available position left vacant following the posting of the first position will be allocated in the same way and the Company then chooses if the posts the positions left vacant thereafter.
- 13.15 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 must honour their availability.
 - b) The availability sheet shall be submitted after the implementation of schedule change and shall come into force on the following Friday and shall remain valid until a new sheet is submitted or until the next schedule change.
 - 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 Company agrees not to modify the current text of the availability sheet without having obtained the Union's consent.

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.

14.02 The employee who, at the end of a reference year, has obtained the number of years of service set out below will be granted a leave during the following reference year with a yearly allowance calculated as follows:

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

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 service with the

Company

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

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

Company.

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

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

the Company.

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

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

with the Company.

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

weeks.

Allowance: 8 % of earnings.

f) Qualification: Twelve (12) years and fewer than fifteen (15) years of service

with the Company.

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

weeks.

Allowance: 10 % of earnings.

g) Qualification: Fifteen (15) years and fewer than eighteen (18) years of service

with the Company.

^{*} The fourth (4th) week of vacation of the employee with at least four (4) years and fewer than seven (7) years of service with the Company will be optional.

Leave: Six (6) week, of which a maximum of three (3) continuous

weeks.

Allowance: 12% of earnings.

h) Qualification: eighteen (18) years and more of service with the Company.

Leave: Six (7) week, of which a maximum of three (3) continuous

weeks.

Allowance: 14% of earnings.

14.03 a) Vacation pay is paid in continuation with the employee's regular pay.

b) When selecting his annual leave, the employee may request to receive his vacation pay on the pay which precedes his annual leave.

14.04 Annual leave is not transferable to subsequent years.

14.05 The Company shall produce a vacation calendar per classification taking into account the minimum percentage. Employees will select the date of their vacation by status rank. Full-time employees select their vacation in priority before part-time employees. Part-time employees select their vacation in priority before casual employees. They will inform the Company of their preference by March 31st at the latest. The Company will confirm the vacation selections by April 15th at the latest. To avoid being short staffed, the Company maintains the right to limit the number of employees that can take leave at the same time. The Company will authorise a minimum of seven percent (7%) of the total number of screening officers with an additional two percent (2%) of part-time screening officers set aside for them each week. The Company will also authorise a minimum of seven percent (7%) of the total number of security checkpoint coordinators per week. The Company will also authorise a minimum of seven percent (7%) of the total number of security checkpoint trainers per week. The total number is rounded up to a whole number.

- 14.06 a) An employee who suffers an illness or an accident for at least one week may, if desired, choose another annual vacation period amongst those available during his first selection, after his return to work. The Company will pay at this time the vacation pay.
 - b) If an employee is absent due to illness or accident, maternity leave or paternity leave during the reference year and such absence has the effect of reducing his annual vacation pay, he is then entitled to an indemnity which equals, as the case may be, the average weekly wage earned during the period worked, times the number of weeks due to the employee.
- **14.07** a) Annual leave may be divided into two (2), three (3) or four (4) periods of at least one week in duration, if the employee so requests.
 - **b)** Leave with a duration of one (1) week or less cannot be divided.
- 14.08 It is forbidden to the Company to replace the leave referred to in Article 14.02 by a compensatory indemnity for the first two weeks of annual vacation. The compensatory indemnity can be paid out following an agreement to this effect

between the employee and the Company for the subsequent weeks to which the employee is entitled, as per Article 14.02.

- 14.09 Following the death of the employee, his heir must receive the mandatory annual leave indemnity.
- 14.10 The employee who advises the Company at least fourteen (14) days before the start of his vacation can extended his vacation by the number of holidays that fall within his allotted vacation time, and the Company shall pay to the employee in addition to the vacation pay the wages to which the employee is entitled for those holidays.
- Every Thursday, the Company posts a list of the vacation weeks that are available in two weeks or more at the scheduling office and at all check-in points. Once the IT tools permit it, this posting will be done electronically. The weeks of vacation will be granted on a first come first served basis, all in accordance with the standards established in article 14.05.

ARTICLE 15 STATUTORY HOLIDAYS

- For the purposes of applying this agreement, eleven (11) of the following days are paid statutory holidays subject to the terms hereunder given:
 - New Year's Day;
 - Day after New Year's Day; *
 - Good Friday;
 - Victoria Day;
 - Fête Nationale du Québec;
 - Canada Day;
 - 1st Monday of August (civic holiday); **
 - Labour Day;
 - Thanksgiving;
 - Remembrance Day;
 - Christmas;
 - Day after Christmas.
 - * For Security Checkpoint Coordinators and Security Checkpoint Trainers only.
 - ** For Screening Officers only: If ever the Government of Canada declares a Heritage Day as a Statutory Holiday, this day will substitute the civic holiday in August.
- All employees entitled to the application of Article 15.01 benefit from a paid day off for each of the statutory holidays enumerated above.
 - a) If the statutory holiday falls on a day the employee normally has off, the employee will receive his wages at the standard rate for this day.
 - b) If the statutory holiday fall on a day the employee is required to work, he will receive in addition to his wages at the standard rate for this day, an amount equal to one and a half time his regular wage rate for the hours worked.

- An employee who files a request in accordance to Article 198 a) of the *Canada Labour Code*, will be allowed to take a compensatory day without pay when he works on a statutory holiday. This compensatory day can be taken within the five (5) weeks following the statutory holiday or any other time agreed upon between the employee and the Company. The employee will provide the Company with a selection of five (5) different dates where the compensatory leave may be taken. This request must be submitted to the Company at least fourteen (14) days before the first date requested. Within seven (7) days following the request, the Company will grant a compensatory leave from these five (5) dates, provided that the request was filed within the prescribed period.
- 15.03 a) Before December 1st of each year, employees shall, by affixing their names on a notice posted for this purpose or in another manner, inform the Company of their desire not to work on Christmas Day or on New Year's Day. Before June 1st of each year, employees shall inform the Company in the same manner of their desire not to work on the Fête Nationale or on Canada Day.
 - b) In each case, the Company shall grant the selected leave, taking seniority into consideration, and shall inform the employees before December 7th or before June 7th, depending on the case.
 - c) The Company maintains the right to determine the number of employees that can exercise the right to choose a statutory holiday, taking seniority into consideration. The Company will grant leave to a minimum of:

Full-time SO 4 AM / 4 PM / 1 Night
Part-time SO 1 AM / 1 PM
SCC 1 AM / 1 PM
SCT 1 per day

ARTICLE 16 PERSONAL HOLIDAYS

- 16.01 a) 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 ten (10) days of leave following the death, five (5) of which are without loss of salary. This leave can be taken in one (1) or two (2) periods, starting the day of the death and ending 6 weeks after the date of:
 - the funeral;
 - the burial; or
 - the commemorative ceremony for the family member.

"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.

The Company will allow a leave of seven (7) unpaid days when the funeral his held at more than seven hundred (700 km) kilometers from the regular work site.

The Company may apply Article 11.03 c) of the current Collective Agreement in the eventuality that the absence is unjustified

- An employee may be absent from work for two (2) days, one (1) of which is without loss of wage, 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 Company at least two (2) weeks in advance of his absence
- c) An employee may be absent from work for seven (7) days for the birth of his child or for the adoption of a child. The first three (3) days of absence are compensated if the employee has completed his probationary 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 Company of his absence as soon as possible.

d) Personal Days

General Entitlement: Employees are entitled to eight (8) days of personal leave per calendar year, the first three (3) of which are paid.

If an employee is absent for scheduled work for personal leave and has sufficient paid personal days remaining for the year, they will be remunerated according to their normal shift length, excluding any accepted forfeit shifts. One (1) personal day will be deducted from their accrual for every day an employee misses scheduled work for the above stated reasons.

Excluding exceptional situations, the Company will not require justification for personal leave taken, provided the employee does not exceed their eight (8) personal day entitlement.

New Hires: Employees newly hired are entitled to three (3) days of paid personal leave only after having completed three (3) months of continuous employment. The balance of the unpaid personal days (UPD) entitlement is prorated based on the month during which the employee was hired, as detailed in the chart below:

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
#UPD	5	5	4	4	3	3	2	2	1	1	0	0

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

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

Once per reference year, as defined by article 14.01, an employee may use of these days to extend his annual leave.

16.02 Sick Leave

a) General Entitlement: Employees start the calendar year with ten (10) days of paid sick leave. If an employee is absent for scheduled work for sick leave and has sufficient paid sick days remaining, they will be remunerated according to their normal shift length. Accepting a forfeit shift cannot result in sick day renumeration greater than your normal shift length. One (1) sick day will be deducted from their accrual for every day an employee misses scheduled work for sick leave.

Excluding exceptional situations, the Company will not require justification for personal leave taken, provided the employee does not exceed their ten (10) sick day entitlement.

When employment is terminated, the Company will compare the number of paid sick days taken with the number of paid sick days the employee would have accrued during this same calendar year, as per the provisions of the *Canada Labour Code* – i.e., one paid sick day per completed month of employment. If the employee has used less paid sick days then they would have accumulated, the Company will payout the difference. If the employee has used more paid sick days then they would have accumulated, the Company will withhold the difference of the employee's last pay.

- b) Payout of Unused Sick Leave: Employees can elect to have up to eight (8) unused paid sick days paid out at the end of the year. For each unused paid sick day, employees will be paid the equivalent of eight (8) hours at their current wage rate. The payout of unused sick days will take place in January of the following year.
- c) New Hires: New employees are entitled to a paid sick day bank (PSD) proportional to the number of months remain in the calendar year, as detailed in the chart below:

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
#PSD	10	9	8	8	7	6	5	4	3	2	1	0

- Any payment made pursuant to this Article shall be made starting on the first (1st) day of illness. The Company can require the employee provide proof of his sickness and/or a medical note before paying the sick leave.
- These days shall not, however, be paid if the employee receives another allowance for another holiday provided for in this agreement.
- The Company 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.
- 16.06 The Company 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 called for the pre-selection, the employee must notify the Company as soon as he receives his summons. The Company shall reimburse the employee for the related travel expenses and shall pay the wages for the missed hours on his schedule that he would have otherwise worked. The employee will reimburse the Company all amounts received by the court for the days he was scheduled.

When the employee misses a work shift or a part of a work shift because the case is postponed or cancelled the day of, the Company will reimburse the employee for the related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. An employee that was not scheduled to work that day will not be required to work this day.

When an employee is called by the Company to serve as a witness in connection with the performance of his duties or is summoned for preparation of the case, the Company will reimburse the employee for all related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. In all cases, the employee must receive a minimum compensation equal to the wages he would have received for the scheduled hours that he would have otherwise worked.

When he misses a work shift or a part of a work shift because the preparation is postponed or cancelled the day of, the Company will reimburse the employee for the related travel expenses and will pay the wages for the hours missed on his schedule that he would have otherwise worked. An employee that was not scheduled to work that day will not be required to work this day.

c) Notwithstanding the above, all other provisions of the collective agreement apply.

ARTICLE 17 MATERNITY, PATERNITY AND PARENTAL LEAVE

- 17.01 a) Maternity, paternity and parental leaves are granted in accordance with the QPIP (Québec Parental Insurance Plan).
 - b) During this maternity, paternity or parental leave, the employee shall accrue seniority as if she/he had been at work. Before going on leave, employees shall notify the Company in writing of his or her expected date of return to work. If this date changes, the employee shall notify the Company as soon as possible.
 - 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-eight (78) 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 the Company with a medical certificate to this effect.

ARTICLE 18 UNIFORMS

18.01 The actual costs of all uniforms and equipment will be covered by the Company.

18.02 Employees may wear short-sleeved shirts, except in case of objection by the client.

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

When employees are in uniform, tattoos deemed offensive by the Company must be kept hidden.

ARTICLE 19 DISCIPLINARY ACTION

19.01 Any disciplinary notice or disciplinary action may be grieved in accordance with the procedure laid down in Article 8 of the Collective Agreement.

In all cases of disciplinary notices or disciplinary actions, the Company 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 or knowledge of the incident. For harassment/behavioural complaints involving two unionized employees, the twenty-one (21) day delay will start at the moment the investigation is completed. All absences will be added to the twenty-one (21) days. In order to be valid and enforceable against the employee, the Company shall send a copy to the Union within fifteen (15) calendar days following such action. This time limit is mandatory and failure to comply will result in the invalidity of the disciplinary action.

19.03 Any notice or disciplinary action set aside following a decision by the Company 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.

To be valid and enforceable against the employee, the disciplinary measure is given to the employee in the presence of a union representative. The employee can, if he so wishes, waive the presence of a delegate, which will not affect the validity and enforceability of the measure. 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.

When no representative is available at the workplace, the employee will be able to postpone the meeting within a period of seven (7) days of the scheduled meeting. However, the delay occasioned by the postponement cannot be attributed to the Company pursuant to Article 19.02.

- 19.05 If the Company is obliged by law to transmit to the Ministry of Justice, or any other organization arising, any disciplinary report on an employee of the bargaining unit, the report must also be sent to the employee and to the Union in the shortest time so they can make the necessary representations, if required.
- Any disciplinary report in the record of an employee cannot be used for disciplinary action after a period of twelve (12) months provided the employee has not committed any similar offense during the period of twelve (12) months. All absences of one (1) month or more will automatically be added to this 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.
- 19.08 All suspensions for investigation must be without loss of salary.
- 19.09 It is forbidden for the Company to apply any disciplinary measure, discriminatory or other, to an employee based upon pregnancy.
- 19.10 A suspension shall not interrupt continuity of service of an employee.
- 19.11 Grievances contesting terminations will have priority for arbitration, unless the parties agree otherwise.

ARTICLE 20 SOLIDARITY FUND

- With respect to this Article, the contracting parties agree to comply with An Act to Establish the Solidarity fund 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.
- The Company recognizes that the duly mandated certified association acts as the Fund's representative.
- 20.03 The Company 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 Company. Employees may give a modification notice, which will come into effect on the pay following

its reception by the Company's payroll department (EOC in New Jersey). An employee's contribution may not be less than one dollar (\$1) per pay period and must always be in multiples of one dollar (\$1).

- 20.05 The Company 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 Company gives his consent thereto through this agreement.
- 20.06 The Company shall remit to the Union the contributions made by the employees to the Solidarity Fund 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 Company will pay the Company's contribution as stated in Annex A.

ARTICLE 22 LEAVE OF ABSENCE WITHOUT PAY

- 22.01 a) A leave of absence not exceeding four (4) months may be granted to any employee upon agreement with the Company designee.
 - b) The employee indicates on the request form for a leave without pay if he prefers to receive a response within a maximum of two (2) weeks or if he prefers that the Company keep his request active as long as possible.
- During this leave of absence without pay, the employee continues to accumulate seniority.
- The Company cannot refuse an unpaid leave request to an employee who has completed his probationary period and whose purpose for the request is:
 - to undergo training related to the security field, with the exception of training for a security guard position, with reasonable notice; or
 - for an internship related to his studies which is necessary and recognized by the Ministry of Education, with supporting documentation and three (3) months notice.

Each employee can only use this clause once during the life of the collective agreement.

Requests for leave without pay are granted in the order of their receipt by the Company, provided operational requirements allow.

For requests for leave without pay of ten (10) calendar days or less, the request must be presented to the Company at least seven (7) calendar days before the

start of the leave and the Company must respond within seventy-two (72) working hours following receipt of the request.

ARTICLE 23 POSTING OF NOTICES

The Company provides the Union with a bulletin board in the busiest sections of the airport, upon which the Union may post notices of election meetings and social activities of the Union.

Six (6) times per year, for employees of each Certification Order, the Union may ask the Company to include in the pay envelope of each employee a folded sheet with information for its members

ARTICLE 24 REQUIRED DOCUMENTS

- 24.01 The Company will reimburse the cost for all medical certificates required by CATSA (the client), upon presentation of the original receipt supporting the claim.
- 24.02 The Company will reimburse to a maximum of fifty dollars (\$50) for all medical certificates required by CATSA in the course of an accommodation request, upon presentation of the original receipt supporting the claim.

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 committee composed of members designated by the Company and the Union. The number of employees designated by the Union will be as follows:

SO: A maximum of 3 SCC: A maximum of 1 SCT: A maximum of 1

- 25.02 The goals pursued by the Labour Relations Committee will be:
 - a) to develop healthy relations between the Union and the Company by examining problems of common interest which concern all or part of the employees who are members of the certification unit;
 - b) to make recommendations to the parties.
- 25.03 The Committee provided for in this Article shall meet once (1) a month, at a date determined after agreement between the specific representatives appointed for this purpose by the parties.
- 25.04 Officers who attend the meeting as per Article 25.03 during their work shift shall not suffer wage loss.

ARTICLE 26 LAWSUITS

The Company will provide, at no cost to the employee, the services of a lawyer in the event of a legal pursuit resulting from legal actions taken by the employee in the regular course of his functions, provided the generally accepted practices and normal procedures were followed.

ARTICLE 27 TRANSLATION AND PRINTING OF THE AGREEMENT

- 27.01 The Company shall be responsible for the printing of this collective agreement including updates, whenever required, and agrees to absorb the cost, all within sixty (60) days of the signing of the agreement.
- The Company commits himself to have this collective agreement translated into English. 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.
- On the day of hiring of any new employee, the Company provides documentation on the Group Insurance, the pension plan and any other documents provided by the Union.
- 27.04 The Company will provide, at its own expense, a hard copy of the Collective Agreement to all Union Steward, to each member of the management team and to each worker who will request a copy. Furthermore, the Company shall make the Collective Agreement available to each worker through email.
- At all times, the Company will have a paper copy of the Collective Agreement at the disposal of the employees in a location agreed upon with the local representatives.

ARTICLE 28 DURATION

Marjolaine Alloi

28.01 This collective agreement takes effect as of April 1st, 2022 and remains in effect until March 31st, 2024. 28.02 This collective agreement shall then go on to commit the signatories, month after month, unless written notice by either party to the other of its desire to revise it, within ninety (90) days before the date of expiration or other expiration date established successively month after month. 28.03 Once the notice given to bargain collectively, the Union and the Company must, without delay, start negotiations and carry them out diligently and in good faith, neglecting no reasonable effort to reach a collective agreement. Signed in Montreal, this 2nd day of June 2023. SECURITAS TRANSPORT AVIATION UNITED STEELWORKERS SECURITY LTD LOCAL TC 9554 Philippe Arnold Eric Blais Alexandre Quenneville Marc Bourget Jean-François Coupal Antoine Boucher-Roy Gustavo Ramirez Nieto Efstratios Mandamadiotis Daniel Nachar Benoit Bergevin

Badre Bensouda

ANNEX A

1) SCREENING OFFICER (SO)

BASE HOURLY WAGE RATE						
	Level 1	Level 3.1	Level 3.2	Level 3.3	Level 3.4	
	Pre- certification	0 to 2,080 hours worked	2,081 to 4,160 hours worked	4,161 to 6,240 hours worked	6,241 and more hours worked	
March 25, 2022	19,53\$	22,19\$	22,66\$	23,11\$	25,04\$	
March 31, 2023	19,53\$	22,86\$	23,34\$	24,04\$	26.29\$	
March 29, 2024	20,31\$	23,77\$	24.28\$	25,00\$	27,34\$	

Note 1: To progress from one level to the next level, the employee must work the indicated number of hours. The hours worked before an employee obtains his certification is not included while tabulating wage progression.

2) SECURITY CHECKPOINT COORDINATOR (SCC) & SECURITY CHECKPOINT TRAINER (SCT)

BASE HOURLY WAGE RATE					
SCC SCT					
March 25, 2022	28,17\$	28,79\$			
March 31, 2023	29,29\$	29,94\$			
March 29, 2024	30,47\$	31,14\$			

3) NON-WAGE RELATED

Group Insurance

As of March 25th, 2022, the Company will contribute \$1.70 / per regular hour worked.

As of March 31st, 2023, the Company will contribute \$1.75 / per regular hour worked.

As of March 29th, 2024, the Company will contribute \$1.85 / per regular hour worked.

Note 1: The Company will continue to make contributions to the group insurances for employees on medical, parental, maternity or paternity leave or who is on leave because of a work-related accident.

Pension Fund

Company and employee contributions are based on annual earnings.

Years of Service	Company Contribution	Employee Contribution
*0 to 1 year	-	-
*1 to 2 years	1%	1%
*2 to 3	2%	2%
*3 to 4	3%	3%
4 to 5	4%	4%
5 to 10	4%	5%
10 years and more	5.5%	5%

Note 1: For Pension Fund purposes, the total annual earning consists of all amounts received by the employee in wages, including annual leave, statutory holidays, and approved union leaves.

Note 2: Contributions shall be remitted to the Fund within thirty (30) 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 (« Volume, Risk, Stress and Consequences ») and COLA («Cost of Living Allowance »)

The following formulas will be used to calculate the Volume, Risk, Stress and Consequences (VRSC) and the Cost of Living Allowance (COLA):

VRSC: Method of calculation: 5% of the annualized Screening Officer wage for each level, applying level 3.4 for SCCs and SCTs.

COLA: Method of calculation: 2.5% of the annualized Screening Officer wage for each level, applying level 3.4 for SCCs and SCTs.

Hence, the total hourly remuneration for SOs, SCC, and SCTs will be established according to the charts below:

GLOBAL REMUNEATION - SO						
	Level 1	Level 3.1	Level 3.2	Level 3.3	Level 3.4	
	Pre- certification	0 to 2,080 hours worked	2,081 to 4,160 hours worked	4,161 to 6,240 hours worked	6,241 and more hours worked	
March 25, 2022	20,99\$	23,86\$	24,36\$	24,85\$	26,92\$	
March 31, 2023	20,99\$	24,57\$	25,09\$	25,84\$	28,26\$	
March 29, 2024	21,83\$	25,55\$	26,10\$	26,87\$	29,40\$	

GLOBAL REMUNERATION - SCC & SCT					
	SCC	SCT			
March 25, 2022	30,05\$	30,67\$			
March 31, 2023	31,27\$	31,92\$			
March 29, 2024	32,52\$	33,19\$			

Note 1: The remuneration rates outlined above will be used for the calculations for the pension fund, annual leave, statutory holidays, overtime and all other ends outlined in the collective agreement.

Parking

The Company will absorb 100% of the parking costs for employees at the airport, as of the signing date.

Weekly Union Leaves

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

The Company agrees to release from their post, with pay, if operational requirements allow, union delegates and members of the union executive so that they can fulfill their union functions, for a maximum of twenty (20) hours of release per week. If additional releases are granted, they will be billed to the Union.

The parties agree that the specific moments of these releases will be-jointly determined by the Company and the Union. These moments can be modified upon mutual agreement between the Company and the Union.

Individuals occupying positions mentioned herein and who attend these meeting outside of their regular working hours or who are not in service will not be compensated for these releases.

It is understood that decision to release or not employees occupying one of the above-mentioned positions is entirely at the discretion of the Company and that the decision will be taken taking into consideration the operational needs of the service on the day selected.

The provisions of this agreement will not be subject to grievances.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

LOCALE TC 1976 UNITED STEELWORKERS

Humanity Fund

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

In order to support international development and assistance, the Company 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, 7th Floor
Toronto ONTARIO
M4P 1K7

The first deduction shall be made on the first pay following hire and the amounts reimbursed monthly to the Steelworkers Humanity Fund.

The Company will include these amounts on the employee's T-4 and Relevé 1 as charitable donations.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Search Procedure for Individuals

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

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

> searches can be made when the Company 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 Company 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 Company 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.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Scheduling Committee

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

The parties agree to establish a scheduling committee as set out below:

- 1. The Company will organize several meetings, in one or more days, before producing a first draft schedule to offer employees the opportunity to share with the Company their suggestions for the next schedule. During these meetings, the employee representation is as follows:
 - ID: two (2) employees
 - TB: two (2) employees
 - HBS: two (2) employees
 - NPS-T: two (2) employees
 - NPS-V: three (3) employees
 - SCC: one (1) employee
 - Part-time: two (2) employees
 - 2. The employees mentioned in point # 1 will be granted leave, in groups, for a maximum of four (4) hours each, billable to the Union, before the first meeting.
 - 3. After the meetings mentioned in point # 1, the Company will produce a first draft schedule which it will send (in Excel format) and present to the employee representatives at least two (2) weeks before the posting of said schedule.
 - 4. Following receipt of the first draft, the Company agrees to meet at least twice with the employee representatives to offer them the opportunity to communicate their feedback on the draft schedule to the Company. During these meetings, there will be a minimum of five (5) employee representatives.
 - 5. If the Company cannot follow the recommendations presented by employee representatives, it agrees to explain why.
 - 6. It is agreed that the members of this committee make every effort to reach an agreement and that, failing this, the final decision rests with the Company.
 - 7. After the implementation of the schedules, the members identified in point # 4 will meet once to make the post-mortem of the draft schedules process, the selection process and the implementation place schedules. The Company takes minutes of all meetings.

Signed in Montreal, this 2^{nd} day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Education Funds

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

During the term of this Collective Agreement, the Company will pay an amount of fifteen thousand dollars (\$15,000) per year in two installments of seven thousand five hundred dollars (\$7,500) — in January and in June — for the creation of an education fund and for the reimbursement of expenses incurred by the Union while participating to various initiatives with the Company. The choice of the training activities will be determined jointly.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Temporary Assignments Outside of YUL

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

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 a team of Screening Officers and Security Checkpoint Coordinators varies widely, the Company and the Union have agreed to the following:

- 1. The Company advise the Union of the required assignments outside of YUL.
- 2. The Company and the Union prefer that assignments be made on a voluntary basis from the lists of qualified officers, trainers, and coordinators.
 - In the absence of a sufficient volunteers, the Company may assign employees to the airport in question. Such an assignment will be made in reverse order of the rank of status among full-time registered on these lists. In such circumstances, the Company may, at its discretion, request volunteers from employees not registered on the lists.
- 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 of employees who participate in an assignment contemplated by this Letter of Agreement will not be reduced.
- 6. The Company may modify the employee's schedule to accommodate the assignment to another 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 his status rank while on such assignment.
- 8. The provisions of the collective agreement apply to employees inscribed on the lists that are on assignment in accordance to this Letter of Understanding.
- 9. The Company will be able to, if necessary, modify the schedule of employees inscribed or who will be inscribed on the lists.
- 10. For the Great North assignments, the parties agree to the following:
 - a) In the month following the signing of this Agreement, a new list of volunteers for Great North assignments will be posted. Candidates will have four (4) weeks to communicate their interest;
 - b) All employees who were on the previous list of volunteers and who were not given a Great North assignment will get the first ranks of the new lists created, according to their respective status seniority, starting with full-time staff, followed by part-time staff;
 - c) The parties will mutually agree on the new lists that are constituted;
 - d) The parties understand that the duration of northern assignments may vary; this being the case, employees who accept an assignment of less than four (4) weeks will be offered the possibility of completing four (4) weeks of assignment, by seniority, if a new assignment of a duration equivalent to the period missing are offered;
 - e) As far as possible, the Company will make the calls to offer the assignments at least two (2) weeks before the start of the assignments; and
 - f) An employee who refuses an assignment, when the deadline is less than two (2) weeks or for a valid reason as defined to date, does not lose priority for the next assignment.
- 11. With regard to temporary assignments other than those from the Far North, the parties agree on the following:
 - In the month following the signing of this agreement, new lists of volunteers for an assignment other than the Far North will be posted. Applicants will have four (4) weeks to indicate their interest;
 - b) All employees who were on the old lists of volunteers and who did not have a complete assignment other than in the Far North will get the first ranks of the new lists created, following the rank of seniority of status starting with full time followed by part time;
 - c) The parties will mutually agree on the established lists;
 - d) The parties understand that the duration of assignments other than in the Far North may vary; this being the case, employees who accept an assignment of less than two (2) weeks will be offered the possibility of completing two (2) weeks of assignment, by seniority if a new assignment of a duration equivalent to the missing period is offered;

- e) As far as possible, the Company will make the calls to offer the assignments at least two (2) weeks before the start of the assignments;
- f) An employee who refuses an assignment, when the deadline is less than two (2) weeks or for a valid reason as defined to date, does not lose priority for the next assignment.
- g) When the summons is offered, the Company mentions:
 - 1. Place;
 - 2. Position;
 - 3. Duration;
 - 4. Applicable allowances; and
 - 5. Place of temporary residence, when known.
- 12. With respect to special events, the parties agree as follows:
 - a) During special events (for example, the Olympic Games or a prolonged surplus of work at another Canadian airport), the Company will meet with the Union to review assignment requests and to determine the best way to provide control; and
 - b) When the summons is offered, the Company mentions:
 - 1. Location;
 - 2. Position;
 - 3. Duration:
 - 4. Applicable allowances; and
 - 5. Place of temporary residence, when known.
- 13. For all these assignments, the employee is entitled to a single room when possible and reasonable.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Accommodations

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

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

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Rotating Work Schedules

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

Despite what is provided at Article 13.01(c), the parties wish to put into effect a rotating schedule in the following manner:

- 1. The Company will be able to include rotating schedules to a maximum of fifteen percent (15%) per classification of the total number of full-time schedules of each classification.
- 2. The work shifts will be of a constant length during the period of rotation.
- 3. The scheduling committee will discuss the possibility of continuing, modifying or putting an end to the current letter of agreement.
- 4. In the event that the parties do not renew this Letter of Understanding, the Company will no longer be able to make rotating schedules.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Assigning SCCs/SCTs on the Line

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

The Company will have the latitude to assign or schedule for certification purposes, to a maximum of 16 hours per certification (on the SCC/FCT schedule), a SCC/SCT on the screening line to accomplish the tasks of a Screening Officer, provided the following rules are respected:

- a) Under no circumstances will it result in taking the place of a Screening Officer already assigned to the schedule, unless this Screening Officer is absent from work in accordance with the schedule;
- b) Under no circumstances will it cancel a recall to work of a Screening Officer. The Company will have to keep at all times at least one SCC per Checkpoint.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Respect at the Work Place

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

- 1. The parties agree that all employees, Union representatives and Company representatives shall act in a professional and civilized manner, regardless of any personal differences that may exist (for instance, personality conflicts, differences of opinion, etc.)
- 2. When someone has a legitimate cause for concern in relation to the above, he or she may file a formal complaint with a designated member of the Union or the Company. Within three (3) days of the reception of the complaint, the party having received it shall transmit a copy to the other party.
- 3. Subsequently, both parties each conduct an inquiry in relation to the complaint and each prepare a report outlining their individual findings within thirty (30) days of the reception of the complaint. This period may be extended by mutual agreement.
- 4. If the parties agree on the findings and corrective measures required, they will put them in place. The Company will apply the measure it considers appropriate and the Union may submit a grievance if it believes that these measures breach the Collective Agreement.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Displacement Time for Meal Breaks

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

Considering the distance between the checkpoint located in the domestic/international zone and of the current lunchroom, the parties agree that employees working at this checkpoint will benefit from one period of 10 minutes for displacement time per work shift, for the meal break, allowing them to get to the break room.

It is understood that this Letter of understanding shall cease to apply when a new break room is in place for the employees working in the domestic/international checkpoint (A/B).

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Social Club

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

In order to help create bonds and solidarity, the Company agrees to deduct on behalf of the employees, the amount of \$0.01 per hour worked by every employee in the bargaining unit, to a maximum of forty (40) hours per week. These amounts will be delivered to the Social Club of Local TC 9554 and sent to the following address:

Section locale 9554 392, ave Dorval, suite 281 Dorval, Qc H9S 3H7

The first deduction will be made on the second full pay period following the signature of this agreement; thereafter the amounts will be paid monthly to the Social Club of Local TC 9554 of the Steelworkers.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Student Accommodation

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

The parties wish to set up part-time schedules with 2 shifts (at least 8 hours) of the weekend, on a trial basis, for two choices of consecutive schedules by the end of this collective agreement, and this in the following way:

- 1. A student accommodation can only be granted to employees who are deemed to be full-time students.
- 2. The employee must make the request for accommodation no later than April 1st and October 1st. He must provide proof of payment for his session at the same time. For those who have summer courses, they must provide the documents as soon as possible.
- 3. The employee must send a copy of his class schedule no later than February 1st or September 1st to the employer. For those who have summer courses, they must provide the documents as soon as possible. At the end of the semester, the employee must provide proof that he maintained his full-time student status during the semester.
- 4. If the employee does not meet the requirements set out in point 3, he will finish the current schedule and will no longer be accommodated thereafter, unless there is an exceptional situation that justifies the maintained accommodation.
- 5. The employee, who obtains this accommodation and who so wishes, can submit an availability sheet to complete his work week.
- 6. The employee who obtains this accommodation can accept a maximum of 1 shift donation per week if he gives availability according to point 5.
- 7. This letter of agreement only applies to screening officers.
- 8. The Company reserves the right to limit the number of student accommodations that are granted.
- 9. The parties agree that they will meet at the latest three (3) months preceding the 3rd choice of schedule to discuss the possibility of renewing, modifying or terminating this letter of agreement.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Transfer of Employees

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

The parties agree to establish a joint committee to examine the transfer of employees and offer solutions, as set out below:

The objectives of the committee:

- Determine who is responsible for the selection of employees to be transferred
- Identify the different potential situations for employee transfers
- Develop principles that should be applied for these transfers
- Develop a complaint and complaint resolution mechanism in the event of abuse that is no more problematic than the problem itself
- Develop training for those responsible for selecting employees to be transferred.

The terms of the committee:

- Three employees (at least one SCC) and three representatives of the Company (at least one SSM)
- Must meet for the first time within 3 months of the signing of the new collective agreement (not ratification)
- Must meet at least once a month until the parties accomplish the committee's objectives
- The time of these meetings is not billable to the Union

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Pre-Certification Officers

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

Pre-certification positions are not permanent positions; they are temporary in nature. As a result, pre-certification schedules are not included in the posted schedules during schedule bid.

The use of pre-certification agents must not result in a reduction in staff at the pre-board screening officers' level, nor modify the schedules allocated to them.

Pre-certification officers are used during busy periods and during recruitment campaigns. At all times, the maximum number of pre-certification officers should not exceed 5% of the total number of pre-board screening officers.

Pre-certification officers are eligible to work hours beyond their basic schedule only after the Company has offered hours to SOs first and subsequently to CCSs and FCSs.

Pre-certification agents can occupy S1, facilitator and re-pack positions independently. They can also occupy the greeter position, when joined accompanied by an SO. If the Company wishes to modify the use of pre-certification officers, it must meet with the Union to review the situation and agree on the terms. However, in a temporary crisis, the Company may temporarily use the pre-certification agents according to the regulations in force.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

SCC and SCT Job Descriptions

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

Within three (3) months of the ratification of the collective agreement, the parties commit to setting up two joint committees with the objective of clarifying the tasks, responsibilities, and functions of the SCCs and SCTs and not to replace the definitions of the collective agreement.

These two joint committees will be constituted as follows:

CCS Committee

- 3 employee representatives
- 3 management representatives

FCS Committee

- 3 employee representatives
- 3 management representatives

The first meeting must take place during the three (3) months following the ratification of the collective agreement and the parties must meet at least once every two (2) weeks until the parties agree on the tasks, responsibilities, and functions of each classification, or until the parties reach an impasse on this subject, in which case it will be up to the employer to define the last aspects in dispute.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

"Task Force" - Leave at the End of Work Shift

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

During the 2018-2019 negotiations, the Union raised a problem concerning employees who are not liberated on time at the end of their shift. In the 3 months following the ratification of the collective agreement, the parties will form a Task Force to resolve this problem.

The objectives of the Task force will be the following:

- Establish a goal what is the number of cases considered acceptable by the parties or an employee is not liberated at the end of his shift;
- Establish the extent of the problem that is, how often are the agents not liberated on time at the end of their shift, excluding employees who accept overtime or are forced to work overtime;
- Identify potential solutions to achieve the objective established by the parties, including plans to implement the solutions.

The Task Force will be constituted as follows:

- 3 employee representatives
- 3 management representatives

The first meeting must take place during the three (3) months following the ratification of the collective agreement and the parties must meet at least once every two (2) weeks until the parties agree on the scope and main sources of the problem (without exceeding ten meetings) and that they develop potential solutions to solve it.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Part-Time Schedules

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD AND: UNITED STEELWORKERS LOCAL TC 9554

Maximum 25% of staff may be part-time

- The calculation is based on the total number of screening officers, as per the seniority list
- Calculation is done during schedule changes

Maximum 25% of schedules can be of 4 hours in duration

- The calculation is based on the total number of part-time employees
- Calculation is done during schedule changes

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

Signing Bonus and Retroactive Correction of Wages

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

Signing Bonus

Within thirty (30) days of this agreement being signed, the Company will pay, on a separate deposit, a signing bonus to active employees:

Full Time: \$1,200.00 Part Time: \$600.00

Inactive employees will receive their signing bonus upon their return to work.

Retroactive Correction of Wages

A retroactive correction of global remuneration (from March 25th, 2022 to the date of the wage adjustments), as detailed in Annexe A, will be completed for all employees active at the time of ratification. Contributions to pension plan and vacation accrual will be applicable to this retroactive correction.

Inactive employees will receive their retroactive correction upon their return to work.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

LETTER OF INTENTION #1

Hybrid Schedules

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

During the 2018-2019 negotiations, the parties negotiated the introduction of certification premiums. During the discussions, the Union expressed their concern about the multiplication of so-called "hybrid" or "mixed" schedules.

Hybrid/mixed schedules, in this context, refer to HBS or NPS-V schedules with at least two shifts per week at the checkpoint, whether to maintain basic certification, establish a pool of "back-up" employees, or simply to meet the requirement with the available staff.

With this letter of intent, the Company confirms that its intention is not to increase hybrid/mixed hours beyond what the Company needs to meet operational requirements, which includes the need to have certified back-up employees. The goal is to minimize, to the extent possible, the number of hybrid schedules.

During the scheduling committees, management representatives will explain to employee representatives the use of hybrid schedules for HBS and NPS-V.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD

LETTER OF INTENTION # 2

Software System

BETWEEN: SECURITAS TRANSPORT AVIATION SECURITY LTD

AND: UNITED STEELWORKERS LOCAL TC 9554

- 1- The Company agrees to make the necessary efforts to automate the system of shift donations, shift changes and schedule postings during the collective agreement.
- 2- In addition, it undertakes to make the necessary efforts to develop a software system that will allow employees to bank overtime. As soon as the system is ready, the parties will mutually agree to determine the terms for banking, use and payment of banking hours.

Signed in Montreal, this 2nd day of June 2023.

SECURITAS TRANSPORT AVIATION SECURITY LTD