

COLLECTIVE AGREEMENT

BETWEEN :

A.S.P. INCORPORATED



(hereinafter referred to as the “Company”)

AND

UNIFOR and its LOCAL 2002



(hereinafter referred to as the “Union”)

Lester B. Pearson International Airport

Expires: December 31, 2026

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- 1.1. The Employer recognizes Unifor Local 2002 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of A.S.P. Incorporated located at Lester B. Pearson International Airport, excluding those who perform management functions and those employed in a confidential capacity in matters relating to industrial relations, as per CIRB Order No. 9572-U
- 1.2. The Employer recognizes Unifor Local 2002 as the exclusive representative for the purpose of collective bargaining for all employees in the classifications listed herein.
- 1.3. The term “employee” as used in this Agreement, shall apply to any person performing work in any job that is covered by the Certificate and this Agreement. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category.
- 1.4. (a) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union or who are eligible to become members under Article No. 3 herein, except in the case of emergency circumstances such as short staffing, training, and to attain/maintain certification, or as otherwise prescribed herein.

(b) This agreement is made and entered into by and between A.S.P. Incorporated, hereinafter referred to as the Employer and Unifor hereinafter referred to as the Union.

(c) The purpose of the Agreement is to define the relations between the Employer and the Union, the wages and working conditions of employees of the Employer represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

(d) It is understood and agreed that all previous Agreements, whether oral or written, by and between the Employer and the Union are superseded by this Agreement.

(e) It is agreed by the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 2 (duration and renewal).
- 1.5. A “*Full-time Employee*” is an employee who holds a permanent position on a continuous basis, in excess of Article No. 18.
- 1.6. A “*Permanent Part-time Employee*” is an employee who holds a permanent position on a continuous basis, in accordance with Article No. 18.1.
- 1.7. An “*On-Call Casual Employee*” is an employee who is offered work as set out in Article No. 19.
- 1.8. “*Classification Seniority*” (Department Seniority) is for purposes of this agreement;
 - Assignment of hours
 - Displacement within the classification
 - Scheduling (incl. shift vacancies)
 - Job posting within the classification
 - Awarding of over time
- 1.9. “*Start Date Seniority*” (Overall Seniority) shall be the first day on payroll with company and for purposes of this agreement;

- Payment of wages (Article No. 24)
- Lay off
- Severance pay
- Vacation entitlement

1.10. "Day" shall refer to calendar day unless expressly stated to the contrary

1.11. A "grievance" is defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement. Any reference in any article to the right to grieve by an Employee or by the Union is solely for the purpose of emphasis.

1.12. "Assignment Displacement" occurs when the client of the employer notifies the employer that a particular job assignment that will no longer be required, this results in the loss of those shifts at that post/assignment.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- 2.1. This Agreement shall be in full force and effect from and including January 1 , 2023 up to and including December 31, 2026 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- 2.2. Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- 2.3. The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

- 3.1. The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- 3.2. The Employer agrees that when new employees who are not referred by the Union, are hired, the Employer shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Employer, and ensure they are forwarded to the Union offices as soon as possible.
- 3.3. An authorized Union representative shall be entitled to a maximum of sixty (60) minutes with each new hire or new hire group for the purpose of providing Union orientation.

ARTICLE NO. 4 - DEDUCTION of UNION DUES

- 4.1. The Employer shall, no later than the tenth (10) day of each month, remit to the Union a list containing the names of all employees who have left their employ since the previous check off was remitted, in addition to the names of all new employees hired during the preceding check off month. The Union shall

then immediately send the Employer a current check off list based on the information supplied by the Employer.

- 4.2. Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union check off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee after the employee has completed the probationary period which is ninety (90) days of employment.
- 4.3. All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.
- 4.4. The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the tenth (10) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.
- 4.5. The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- 5.1. Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, discipline and terminate employees for proper cause and consistent with the current Collective Agreement.
- 5.2. The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union. The Employer will notify the Union of any changes to the rules and regulations prior to implementation, and post notices of these changes prior to implementation.

ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES and LEAVES of ABSENCE

6.1. UNION LEAVE

- 6.1.1. The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. Any such requests must be made at least seven (7) days in advance. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- 6.1.2. During an authorized, unpaid leave of absence, an employee shall retain and accrue seniority.
- 6.1.3. An employee who goes to work for the Local Union which represents the employee in their bargaining

unit, may apply for an unpaid leave of absence from the employer for a period not to exceed one hundred and eighty (180) days. Such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the one hundred and eighty (180) days, the employee must return to their former position or relinquish all seniority rights with the Employer.

6.1.4 Time off for the UNIFOR District Chair will be absorbed by the Employer in the amount of 18 hours per week.

6.2. LEAVE OF ABSENCE WITHOUT PAY

- 6.2.1. Employees must file a request in writing for leave of absence, at least fourteen (14) days in advance, and the Employer must reply in writing to the said leave of absence within seven (7) days of the request. Any employee approved for a leave of absence in excess of thirty (30) days may be required to return any or all items issued to them for work purposes.
- 6.2.2. An employee requesting an unpaid Compassionate leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work
- 6.2.3. When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may, if approved by the Employer be granted an unpaid leave of absence in writing with a copy to the Union, for a period of up to thirty (30) days. Under such unpaid leave, the employee shall retain and accrue seniority only. Accrued vacation time must be exhausted prior to the start of a leave of absence.
- 6.2.4. Such leave may be extended for an additional period of up to thirty (30) days, without pay, when approved by the Employer in writing, with a copy to the Union, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.
- 6.2.5. Any employee hereunder on an unpaid leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union or uses an authorized leave of absence for a purpose other than that for which it was granted, shall forfeit their seniority rights and their name will be stricken from the Seniority List, and they shall no longer be considered an employee of the Employer.

6.3. BEREAVEMENT LEAVE

- 6.3.1. All Employees will be granted bereavement leave for up to 10 days in the event of a death of immediate family member (as per the Canada Labour Code). The Employer will grant upon request up to five (5) days Leave of Absence with pay in the event of death in the immediate family, (the employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) and two (2) days Leave of Absence with pay, event of death in the extended family (brother-in-law, sister-in-law), provided the days fall on a regularly scheduled work day of the employee. Additional time unpaid leave may be granted with documentation for purposes of overseas travel.
- 6.3.2. Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, they shall be relieved from duty and paid for the balance of his/her shift.

6.4. LEAVE OF ABSENCE– OTHER REASONS

- 6.4.1. *Jury Duty* - An employee who is called for jury duty will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the court, provided that the employee furnishes the Employer with evidence of service. An employee who is called for jury duty must provide the Employer with the jury notice no less than seven days in advance of the scheduled court date. Once an employee is released from jury duty, they shall be returned to the job classification and pay rate they were on, prior to such duty. The employee must be returned to his regular assignment that they were on prior to being summoned, either during a break in the court proceeding of more than seven days, or on the completion thereof.
- 6.4.2. In the event an employee is subpoenaed to attend court on their day off, on Employer related business only, the Employer will reschedule that employee's shift.
- 6.4.3. *Maternity and Parental Leave* - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, the employee shall notify the employer not less than four (4) weeks prior to her return. The employer shall reinstate her employment at not less than the same wages and benefits.
- 6.4.4. *Special Medical Leave* - Where an employee is required to absent themselves from work in order to attend an appointment with a medical specialist, the employer shall grant such unpaid time off providing the employee has requested such time off at least seven (7) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.
- 6.4.5. When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - minimum of (4) Hours. Failure to comply may result in disciplinary action.
- 6.4.6. Employees must keep the Employer notified of their correct address and phone number at all times.

6.4.7 (a) Personal Leave

Employees are entitled to a leave of absence for up to five (5) days in every calendar year for:

- (i) carrying out responsibilities related to the health or care of any of their family members;
- (ii) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- (iii) addressing any urgent matter concerning themselves or their family members; and
- (iv) attending their own citizenship ceremony under the *Citizenship Act*.

Employees who have completed three (3) consecutive months of continuous employment with the Employer will receive the first three (3) days of the leave with pay at their regular rate for their normal work hours, otherwise the leave will be unpaid

The leave may be taken in one or more periods but each period must be at least one full day.

The Employer may request documentation reasonable in the circumstances to substantiate the reason for the period of leave.

(b) Leave for Victims of Family Violence

Employees who are the victims of family violence, or the parent or child of a victim of family violence are entitled to a leave of absence for up to ten (10) days in every calendar year.

Victims of Family Violence Leave may be used:

- (i) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (ii) to obtain services from an organization which provides services to victims of family violence;
- (iii) to obtain psychological or other professional counselling;
- (iv) to relocate temporarily or permanently;
- (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

Employees that have completed three (3) consecutive months of continuous employment with the Employer will receive the first five (5) days of the leave with pay at their regular rate for their normal work hours, otherwise the leave will be unpaid.

The leave may be taken in one or more periods but each period must be at least one full day.

The Employer may request documentation reasonable in the circumstances to substantiate the reason for the period of leave.

The Leave for Victims of Family Violence may not be used by an employee who is charged with an offence related to the act for which family violence leave is requested.

(c) Leave for Traditional Aboriginal Practices

Employees who are Aboriginal Persons (Indian, Inuit or Métis) that have completed three (3) consecutive months of continuous employment with the Employer are entitled to an unpaid leave of absence of up to five (5) days in every calendar year to engage in traditional Aboriginal practices including: hunting, fishing, and harvesting.

The leave may be taken in one or more periods but each period must be at least one full day.

The Employer may request documentation reasonable in the circumstances to show the employee is an Aboriginal person (Indian, Inuit, or Métis).

6.4.8 Medical Leave with Pay - Eligibility:

(a) Full-Time employees - The employer shall credit each current full-time employee with three (3) PML days immediately after joining and will earn one day of PML for every month of employment effective 1st Jan 2023

(b) All other employees after completing 30 days of continuous employment with an employer, will be entitled to three days of medical leave of absence with pay; and

(c) following the period of 30 days referred to in paragraph (a), at the beginning of each month, all employees will be provided with an additional day of medical leave of absence with pay.

Medical Leave with pay may be taken for any of the following reasons:

- (a) personal illness or injury of the employee;
- (b) organ or tissue donation;
- (c) medical appointments for the employee during working hours; or
- (d) quarantine of the employee.

Maximum Yearly Accrual

All employees are entitled to earn up to 10 days of medical leave of absence with pay in a calendar year.

Rate of Wages:

Each day of medical leave of absence with pay that an employee takes must be paid at their regular rate of wages for their normal hours of work, and that pay is for all purposes considered to be wages.

If an employee has hours of work that differ from day to day or is paid on a basis of other than time, "regular rate of wages" shall mean:

(a) the average of the employee's daily earnings, exclusive of overtime hours, for the 20 days the employee has worked immediately preceding the first day of the period of paid leave

Carry over of unused leave:

Subject to the regulations, each day of medical leave of absence with pay that an employee does not take in a calendar year is to be carried forward to January 1 of the following calendar year and decreases, by one, the maximum number of days that can be earned in that calendar year under subsection (1.21).

Medical Certificate:

The employer may, in writing and no later than 15 days after the return to work of an employee who has taken a medical leave of absence of at least five consecutive days, require the employee to provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their medical leave of absence.

The terms and conditions with respect to paid sick leave are subject to the provisions of the Canada Labour Code.

6.4.9 For all approved leave of absences, Statutory or otherwise:

a) During the leave, the Employee shall continue to accumulate all benefits and seniority under the collective agreement.

b) If the Employee chooses to make contributions for the period of the leave to the benefit plan, the Employer will pay the Employer's contributions for the same period.

c) On return from leave, Employees will be placed in their former position i.e. Employment Status and Schedule bid for. However, for all leave of absences of more than thirty (30) days, the schedule bid for (for Full Time and Part Time) will be considered vacant and posted. In such cases, employee returning from leave will be assigned schedule that is closest to the days and hours in their original schedule from the current available open schedules and will have the right to bid for the schedule in the next bid cycle. Employee will continue to maintain their seniority.

d) All Employees approved for a Leave of Absence of more than 30 days are required to return the company issued assets before commencing for leave. In case the employee does not return the Parking Pass before proceeding on a leave of more than 30 days, the parking charges for the months of absence will be recovered from the first pay on return from leave of absence.

e) On return of a leave of absence of more than six months, the Employee will be required to undergo a refresher training.

6.5. SHIFT CHANGES AND EXCHANGES

- 6.5.1.** Shift exchanges and shift giveaway requests must be submitted to the Employer in the approved format. Shifts may only be traded between employees with the same qualifications and can be traded across classifications. Requests will be accepted for review up to forty-eight (48) hours prior to the start of the first effected shift. Urgent exceptions may be considered on a case-by-case basis. As a result of shift exchange and give-away, the employee will be paid as per the wage grid of the "worked" classification. Shift Exchange / Shift Giveaways accepted by the Casual employees will not be considered as part of the minimum two shifts availability / worked requirement which is outlined in Article 19.
- 6.5.2.** Shift exchanges and shift giveaways can be made if approved by a supervisor or coordinator in advance of the shift. It is understood and agreed that no shift exchange or giveaway shall result in one employee receiving any premium payment. Furthermore, it is understood that the intent of this provision is not to permit employees to permanently trade away their shifts which were subject to the shift bid process. In the case of shift exchanges which are completed within the pay period they will be counted to achieve the 84-hour threshold.
- Shift exchanges are subject to the following:
- a) Employees who accept a shift giveaway or exchange are responsible for the shift;
 - b) Shift giveaways and/or exchanges cannot be returned; and
 - c) Shift giveaways and/or exchanges must meet Post qualifications.
- 6.5.3.** When requesting a shift exchange or shift giveaway, both parties must sign the Shift Amendment Request and must ensure that the shift exchange has been approved. Shift exchanges are paid at straight time. Shift exchanges will not result in overtime and cannot be combined with other Shift Amendment requests. i.e. no three-way or more trades.
- 6.5.4.** Shift exchanges and shift giveaways are intended to help employees have flexibility to deal with short-term Schedule demands. They cannot be used to create extended periods where the employee is away from work. Failure to comply with the proper shift amendment procedures may result in a loss of shift exchange privileges for the employee concerned for sixty (60) days.

ARTICLE NO. 7 - UNION OFFICERS

- 7.1** The Union shall appoint or elect Union Officers and shall notify the Employer in writing of the appointment or election. The Union will ensure that there is a Union Officer or Union Representative available during the operating hours of the Employer's business. The Employer shall only recognize such Union Officers when notified in writing by the Union, and shall not discriminate against them for lawful Union activity. The Employer will supply and install bulletin boards in both terminals.
- 7.2** The Union shall supply to Management on or about each January 1, a list of the employees acting as Union Officers. Such list will indicate the name of the employee and the location. The Union will notify the Employer of any changes to the list of Union Officers as they occur.
- 7.3** Union Officers will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. It is understood that the Union Officers have their regular work to perform and that when it is necessary to service a grievance during working hours they will not leave their work without receiving permission from their immediate Supervisor or Employer designate. Such permission will not be unreasonably denied. When resuming their work, they will report back to their immediate supervisor or Employer designate.
- 7.4** The Employer will notify the Union prior to the dismissal of any Union Officer.
- 7.5** Members of the negotiating committee who are employees of the Employer shall suffer no loss in pay for

time spent during normal working hours attending negotiations, conciliation and mediation meetings for up to a maximum of ten (10) days pay per person which will include one (1) day after bargaining has completed for the purposes of reviewing and editing the collective agreement. Once a No-Board report has been issued, the employer will no longer maintain pay for the negotiating committee.

- 7.6 The Company agrees to supply on request, to the national representative of Unifor or their designate, the names of all members of the union working for the company.
- 7.7 The Company agrees to advise the Officer concerned when an employee is hired, terminated, transferred, reclassified, demoted, dismissed or promoted to a management position. Such advice shall be given to the Officer within a reasonable time of the employee being hired.
 - (a) When a meeting is conducted to investigate and or announce a discharge or other disciplinary measure regarding any Employee, it is agreed that a Union representative must be invited to attend the meeting, unless the Employee objects. Prior to commencement of the meeting, the Company agrees to advise the Union representative that the meeting to be conducted may result in the imposition of a disciplinary measure.
 - (b) All efforts will be made to schedule such meetings on the employees regularly scheduled shifts and in person.
- 7.8 The Company will provide the union with a copy of the Seniority list each quarter. This list will include the name of the employee, job title, seniority, wage schedule and classification. (full time, part time or casual).

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- 8.1. All employees will purchase their own first uniform in accordance with the following values and will remit payment by payroll deduction in an amount not to exceed thirty-five dollars (\$35.00) per pay period for security and not to exceed fifty (\$50.00) for specialists. In the event an employee is terminated from employment for any reason, all remaining outstanding amounts will be deducted from the final pay cheque in one lump sum.

<u>Full Time Tactical:</u>	<u>Part Time Tactical:</u>	<u>Specialist:</u>
4 Shirts	2 Shirts	4 Shirts
2 Pairs of Pants	1 Pair of Pants	2 Pairs of Pants
1 Tie	1 Tie	1 Tie
1 Hat	1 Hat	1 Hat
1 Sweater or Bomber Jacket	1 Bomber Jacket	1 Sweater or Bomber Jacket
		Duty Belt
		Tac Vest
<u>Full Time Tactical</u>	<u>Part Time Tactical</u>	<u>Specialist:</u>
\$445.00	\$285.00	\$1200.00

- 8.2. All uniforms shall be expected to last a minimum of 12 months after the date of issue. After that time uniforms will be replaced on an as needed basis only, without further cost to the employee. Evidence of Uniform damage must be provided if less than 12-month replacement. Employees will pick up uniform pieces at the distribution centre on Satellite Dr. Employees will be required to sign for acceptance of replaced uniform pieces.
- 8.3. The employer shall reimburse up to a hundred (\$100) dollars for CSA approved safety boots after twelve (12) months of employment with the presentation of a valid receipt of purchase and shall reimburse up to a hundred (\$100) dollars every twenty-four (24) months thereafter with the presentation of a valid receipt of purchase.

- 8.4. All uniform items remain the property of the employer. Upon termination of employment, the employee is required to return all pieces of the uniform. Upon return of all issued uniform items to the employer, it is agreed there will be a rebate, provided the uniform items are not damaged. The rebate will consist of one hundred (\$100.00) dollars for the return of full time uniform and fifty (\$50.00) dollars for part time uniform as defined in Article No. 8.1.
- 8.5. The Employer shall hold back amount equivalent to the current cost of all pieces of ID that the employee is issued through their tenure with the company. The amount is subject to change based on updates from the G.T.A.A. and will be communicated in advance to the Union whenever a change happens. Upon termination of employment the employee is required to return their ID prior to the last processing date for payment of wages. The total cost of each piece of ID, as defined by the G.T.A.A. will be withheld from wages until proof of return is provided. Once proof of return is provided the total amount withheld will be returned to the employee.
- 8.6 The Employer will refund TAC vest cost after eighteen (18) months of service as a specialist.

ARTICLE NO. 9 - HEALTH AND SAFETY, WORKING ENVIRONMENT

Health and Safety

Health and safety matters are important, and all Employees, including the Union and Employer both have an obligation to report any situation which represents a hazard to health and safety to the applicable supervisor, who bring it to the attention of the Health and Safety Committee. If a hazard is reported directly to the Health and Safety Committee, they will immediately make sure that the appropriate Supervisor is made aware. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and Employees in matters related to occupational health and safety.

Protective Clothing, Devices and Safety Equipment - Where the nature of the work or working conditions so require, the employer will make available all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense.

Where such clothing devices and safety equipments is provided, employees are required to use these items as instructed.

- 9.1 The Committee will meet as required to fulfil the requirements of the applicable provisions of the Canada Labour Code. The Committee must follow all the responsibilities and duties described in the Canada Labor Code Part 2.
- 9.1.1 The Committee shall post and keep posted the names, work locations and contact information of all members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of the employees.
- 9.1.2 The Health and Safety Committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings and shall make such minutes and records available to a ministry officer on their request.
- 9.1.3 The Health and Safety Committee will be scheduled to meet and to conduct an inspection monthly. Members of the committee will have an hour of preparation time immediately in advance with the Committee meeting and are expected to attend prepared for the Committee. shall meet at least once each month and, Where meetings

are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required.

9.1.4 Health and Safety Committee Members - Health and Safety

Representatives are entitled to such time from their work as is necessary to carry out their functions and any time spent by them while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.

9.1.5 The union shall appoint or elect the Health and Safety officers to the Committee as in accordance with Unifor Local 2002 Bylaws

9.2. NO DISCRIMINATION / HARASSMENT

9.2.1. The parties agree that there shall be no discrimination or harassment against any employees based on race, age, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the Union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

9.2.2. Bullying and Harassment

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

9.2.3. The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

9.3 Complaint Resolution – Discrimination or Harassment

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

9.3.1 Tell the person involved as soon as possible how they feel and request that they stop the conduct found offensive;

9.3.2 If the employee feels uncomfortable approaching the person, or if the harassment continues, they should bring the incident forming the basis of the complaint to the attention of the Company and the Unifor Local 2002 Human Rights Coordinator;

9.3.3 The parties will review the complaint and, if the complaint is between members of the bargaining unit, shall strike a committee and carry out a joint investigation. Where the complaint is in respect of a member of management or a non-member of the bargaining unit the parties will discuss the best approach and, absent agreement, the Employer will investigate;

- 9.3.4 It is the intention of the Union and the Company that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the complaint. These timelines may be extended by mutual agreement;
- 9.3.5 Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Company, pursuant to the grievance procedure; and
- 9.3.6 Should the claim involve a non-bargaining unit employee, discipline, if any, shall not be subject to the grievance and arbitration procedure.

ARTICLE NO. 10 - CONFLICTING AGREEMENT

- 10.1. The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of Canada. Any such agreement will be null and void.

ARTICLE NO. 11 - TRANSFER of TITLE or INTEREST

- 11.1. This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 11.2. The Employer shall not use another limited Employer, device or leasing device to avoid the conditions of this Agreement and agrees not to use a subsidiary or allied Employer to circumvent the terms of this Agreement. This includes not subcontracting and or using an agency or agency employees to avoid the terms of the Agreement.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

- 12.1. All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

STEP 1: Any grievance of an employee shall first be taken up between such employee and their immediate Supervisor or Employer designate. However, such employee will be entitled to be accompanied by a Union Representative Step 1 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays):

Time limit to institute grievance:
Termination or layoff - ten (10) days;
All others - fifteen (15) days

STEP 2: Failing settlement under Step 1, the grieving party shall reduce their grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Employer's Operations Manager or designate and a Local Union Representative. Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 2 must be completed with ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

STEP 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between two (2) Union representatives selected by the Union and two (2) Employer representatives appointed by an Officer of the

Employer. Such written notice and meeting must take place within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

Except by mutual agreement between the Union and the Employer providing for an extension of time, Step 3 must be completed within ten (10) days, (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

STEP 4: Failing settlement under the above Steps and within fifteen (15) days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested to hand down their decision within thirty (30) days following completion of the hearing and his decision shall be final and binding on the two (2) parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Employer.

- 12.2. Grievances under this Article may be initiated by any employee, a group of employees, the Union or by the Employer.
- 12.3. Where an employee is suspended by the Employer pending investigation, the employer will make best efforts to conduct the investigation promptly, preferably within five (5) working days. Should additional time be required, the Employer agrees to notify the union of the need to continue the investigation and an anticipated time for completion. In any event, it is agreed that the investigation shall not be unduly delayed, when such delays are within the control of the Employer.
- 12.4. All disciplinary action, save and except discipline imposed for harassment, workplace violence, theft or security breaches shall be withdrawn from the employee's personnel record eighteen (18) months from the date on the disciplinary notice and cannot be used against the employee at a later date.

For discipline imposed for harassment, bullying, workplace violence, discrimination, theft, the following shall occur:

After the initial eighteen (18) months, from the date of the original disciplinary notice, has passed, the discipline will be reduced by one step of the progressive disciplinary process for every six (6) months. The progressive disciplinary steps are verbal warning, written warning, and suspension. Once the discipline has been removed from the employee's file, it shall not be relied upon at a later date.

ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS

- 13.1. All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union except when a regular pay day conflicts with a holiday.
- 13.2. The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. The delivery of this pay statement will be by email unless a written request is received by the employee for it to be mailed. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- 13.3. Payment of wages will be made by direct deposit to the employee's bank account. The employee is responsible for notifying the Employer of any change to their banking information. The Employer will not be held liable for any costs incurred by the employee as a result of the employee's failure to provide the Employer with current banking information in a timely manner.
- 13.4. If an error in payroll is detected by the employee, it will be brought to the attention of the Employer within

90 days of the date effected. Notification of the error will be made on the Employer approved pay discrepancy report and be accompanied by all required documentation. After verification of the error, any error in payroll calculation by the Employer, of fifty dollars (\$50.00) or more, shall be paid to the employee within three (3) business days, exclusive of Saturdays, Sundays and General Holidays.

ARTICLE NO. 14 - ANNUAL VACATIONS

- 14.1. Vacations will be granted on the basis of years of service with the Employer. A calendar year will be from January 1 to December 31 of each year.
- 14.2. In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of January 1st of the year following the first year of employment through to December 31st of the next year. Vacation will be four percent (4%) of the gross wages paid to that employee in the portion of the year worked.
- 14.3. Employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks' vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation.
- 14.4. Employees who have previously completed or subsequently completed five (5) years continuous service and thereafter, as an employee shall receive three (3) weeks' vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.5. Employees who have previously completed or subsequently completed ten (10) years continuous service and thereafter, as an employee shall receive four (4) weeks' vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.6. Employees who have previously completed or subsequently completed fifteen (15) years continuous service and thereafter, as an employee shall receive five (5) weeks' vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.7. Employees who have previously completed or subsequently completed twenty (20) years continuous service and thereafter, as an employee shall receive six (6) weeks' vacation at twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- 14.8. Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay at the end of their vacation period, in lieu of said General Holiday. All available vacation weeks will be posted annually and be available by November 15th for the following year. Employees shall select their choice of vacation in order of seniority.
- 14.9. Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two (2) weeks written notice to the Employer providing there are designated slots still available.
- 14.10. The following classifications will be recognized as separate groups for determining allocation of vacation:
 - Full-time
 - Part-time
- 14.11. Employees shall select vacation time in accordance with their seniority, subject however to the Employer's right to limit the number of employees who may take vacations in any given week due to operational requirements.
- 14.12. Annual vacation will be taken within the calendar year.

- 14.13. Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time. The Employer will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise they will be identified at the time of booking vacation. An employee's vacation will not be unreasonably denied because of overlap with a more senior employee's vacation.
- 14.14. In the event that an employee leaves the employ of the Employer before they are entitled to two (2) weeks' vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Employer.
- 14.15. In the event of an employee leaving the employ of the Employer after they have had their vacation they earned for the previous year, they shall receive four percent (4%), six percent (6%) eight percent (8%), ten percent (10%) or twelve percent (12%) as the case may be, of their pay for the year in which he ends his/her employment for which no vacation has been paid.
- 14.16. Employer shall distribute vacation pay through pay roll deposit twice annually, except by written request by the employee.
- 14.17. Despite Article No 1.9 former Group 82 employees hired after Jan 27, 2008 until Feb 14, 2008 will have their vacation entitlement based on their classification seniority instead of "start date seniority" while remaining only in the 'TAC' classification. Former Group 82 employees hired after January 27, 2008 until February 14, 2008, will maintain their vacation entitlement based on their overall seniority even if they move to another classification. If they change classification, they will, for all other purposes, go to the bottom of the seniority list for their new classification.

ARTICLE NO. 15 - GENERAL HOLIDAYS

- 15.1 The following days as declared by the Federal and/or Provincial Governments shall be recognized as General Holidays:
 - New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Labour Day
 - Truth and Reconciliation Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- 15.2. Each full-time employee shall be paid 1/20th of the wages, excluding overtime, they have earned in the four (4) week period immediately preceding the week in which the general holiday occurs. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.
- 15.3. Each permanent part-time employee shall be paid 1/20th of the wages, excluding overtime, they have earned in the four (4) week period immediately preceding the week in which the general holiday occurs. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the

holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.

- 15.4. In addition to 15.2 and 15.3 above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid at a rate of time and one half (1 1/2) times their regular rate of pay for all hours worked on the General Holiday.
- 15.5. In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 00:01 and 23:59 midnight, shall be considered as worked on a General Holidays for each individual employee.
- 15.6. Any time worked on a holiday is not counted in calculating overtime entitlement.

ARTICLE NO. 16 - SENIORITY and PROMOTIONS

- 16.1. The principle of seniority shall be maintained in the reduction and restoration of the work force, providing the senior person is capable of performing the remaining job.
- 16.2. Strict seniority (as defined in Article No 1.8 & 1.9) shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the last date of hire with the Company.

Seniority shall cease and employment shall be terminated for any of the following reasons:

- o if an employee quits;
 - o if an employee fails to report for their scheduled shift without notifying the employer in advance of the reason for their absence, and subsequently does not make contact directly with the employer (messages are not sufficient) within seventy-two (72) hours of start of their scheduled shift.
 - o is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
 - o fails to notify the Employer of their intention to return to work within seven (7) calendar days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
 - o Works for a direct competitor of the Employer.
 - o Fails to return to work upon the expiration of an authorized leave of absence or vacation.
- 16.3. Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw witnessed by a Shop Steward.
 - 16.4. Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, subject to ability to qualify and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications.
 - 16.5. For purposes of any assignment displacements/post closures:
 - a) The affected employee shall displace the most junior person on same shift, same status, within the classification, so that they can keep their same 'time of day' hours if possible.
 - b) the first displaced employee will displace the most junior on another shift, same status, within the classification if possible or (e),
 - c) the second displaced junior employee will displace the most junior employee on the last shift, same

status, within the classification if possible or (e)

- d) the last employee displaced will be offered casual work when available.
- e) Any employee can opt to go directly to a casual status during this process and the displacements will stop at that point.

16.6. (a) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position on a permanent basis, may be reinstated to their former position within the bargaining unit without loss of seniority, or accrued seniority, provided this occurs within ninety (90) days of the promotion, providing they continue paying union dues.

(b) Any persons who use this clause to return to the bargaining unit under 6.5.2(a) will be provided shifts in the same/similar manner but not necessarily same shift location as prior to departing for the role outside of the bargaining unit

16.7. The Employer shall add any new employees and delete those whose employment is terminated.

16.8. There will be one (1) master seniority list for all employees covered by this agreement. Separate seniority lists will be provided for each classification of employees covered by this Agreement.

16.9. Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the seniority lists.

16.10. Part-time employees will be end-tailed onto the classification/departmental seniority list.

16.11. Due to the nature of the Employer's business, new hires will be subject to a probationary period equal to ninety (90) days. During the probationary period the Employer will have the right to discontinue the employment of any employee. For canine group only probationary period is 180 days.

16.12. When there are shift vacancies available a notice of such vacancies will be posted as far in advance as possible. The deadline date for acceptance of applications will be no less than seven (7) days after the posting. Classification/Department Seniority shall prevail provided the employee has the necessary qualifications posted for the vacancy. The same practice will apply with regards to filling training vacancies when training classes are scheduled. If an employee fails a particular training course, said employee will be restricted from reapplying for the same training course for a period of six (6) months.

16.13. In the event of an emergency staffing requirement, the Employer shall be allowed to negate the seniority list and provide emergency coverage. The Employer will notify the union of such a requirement.

16.14. It is understood that an employee who transfers to a different classification/department shall be entailed on the Classification/Department Seniority list regardless of the employee's date of last hire.

ARTICLE NO. 17 - HOURS OF WORK AND OVERTIME

17.1. The calendar week shall be from 00:00 Sunday to 23:59 the following Saturday.

17.2. Full time employees, who report for work on a regular scheduled work day, will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early or operations are impacted by an Act of God.

17.3. Employees are paid bi-weekly by direct deposit. Overtime is paid at a rate of one and one-half (1 1/2) times the employee's regular rate of pay for all approved hours in excess of eighty-four (84) hours in the two-week pay period. A normal work week shall be defined as forty (40) scheduled hours in five (5) or less days with two (2) days off although this is not a guarantee of hours.

- 17.4. The Employer may establish a work week based on operational requirements which may include shifts from 4-12 hours in duration.
- 17.5. When an employee's scheduled shift or schedule start time is to be permanently altered, the Employer will advise the employee in writing as far in advance as possible, but not less than seven (7) days prior to the change.
- 17.6. The Employer will avoid adjusting an employee's permanent schedule for the sole purpose of avoiding paying overtime.
- 17.7. The Employer reserves the right to alter an employee's schedule to accommodate training. In such case, no schedule will be altered in such a way that the employee works less than his regularly scheduled hours.
- 17.8. The Employer shall have the right to revise shifts at any time in order to meet operational scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Employer will endeavour to accomplish this on a volunteer basis in order of seniority.
- 17.9. When an employee meets with an accident at work which hampers them from the normal performance of duties, they shall be paid a full day wages for the day of the accident.
- 17.10. Employees will be given a minimum of eight (8) hours free from duty between shifts.
- 17.11. All employees may be required to work on a day off, all of which shall be voluntary and awarded in order of seniority. It is agreed that employees who wish to be called on their days off, will be required to submit their name to the scheduling department on the call-out list, confirming their availability to work on their regularly scheduled days off. The call out list will be posted bi-weekly onsite for employees to sign up for available shifts in the following pay period. The employer will use the call-out list and assign shifts and opportunities for overtime in order of Classification/Department seniority.
- 17.12. Overtime will be paid in minimum fifteen (15) minute increments.
- 17.13. When a full-time employee is called to work and attends on one of their days off, they shall receive a minimum of four (4) hours pay at the applicable rate of pay.
- 17.14. If an employee volunteers to leave early when working overtime on their day off, they will be paid only for the time worked.

17.15. Meal and Coffee breaks will be as follows:

- 17.15.1. Employees scheduled on eight (8) and ten (10) hour shifts shall be entitled to take paid coffee and meal breaks totaling one (1) hour per shift. These breaks can be taken either fifteen (15) minutes, twenty (20) minutes or thirty (30) minutes at a time or as a one (1) hour break subject to operational requirements.
- 17.15.2. Employees scheduled on twelve (12) hour shifts shall be entitled 75 minutes paid break time. Employees scheduled twelve (12) hour shifts will be provided 45 minutes "free from work" during their shift. This may be broken in two intervals (30 & 15 minutes). This time is inclusive of the total breaks, not in addition.
- 17.15.3. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break.
- 17.15.4. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break plus a fifteen (15) minute paid break for each four (4) hours worked before and/or beyond the meal break.
- 17.15.5. Employees working overtime shall receive a fifteen (15) minute paid break for the first four (4) hours of

overtime, and if more than four (4 1/2) hours is worked, a thirty (30) minute paid meal break at mutually agreeable times.

- 17.15.6. If an employee's break is interrupted, they should note this with a supervisor immediately so arrangements for a replacement break may be made.
- 17.15.7. Where an employee is working in a position where they have facilities (eg. gate), it is understood that breaks will be self-directed and taken at the post as scheduled by the employee having regard to the normal work flow. If an employee at such a post is unable to take breaks as a result of being recalled for recorded work duty interruptions, they will immediately note this with a supervisor and break relief will be scheduled. It is understood that Supervisory Personnel may perform break relief.
- 17.15.8. It is agreed that operational requirements may impede the above; however, in all circumstances the Employer will use its best efforts to comply with the above. It is also agreed that the parties will cooperate with each other in the administering of the above as operational restrictions may impede exact interpretation. Employee will be informed of variations attached to individual sites or assignments.
- 17.15.9. Unless otherwise specifically outlined in this agreement, where the position allows self-relief and there are facilities provided for use, they are exempt from the break relief requirements. It is also agreed that supervisory personnel shall be able to administer breaks.

ARTICLE NO. 18 - PERMANENT PART-TIME EMPLOYEES

18.1 PERMANENT PART-TIME EMPLOYEES

- 18.1. Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than sixteen (16) scheduled hours per week, and no more than thirty (30) scheduled hours per week, except during periods of training.
- 18.2. Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- 18.3. A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- 18.4. Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- 18.5. Seniority (Classification) will be the deciding factor as to who gets priority on part-time shift schedules.
- 18.6. The Employer will offer the opportunity to Part-time employees to move to Full-time prior to offering work to new employees. Seniority (Classification) will be the deciding factor as to who would move to Part-time should positions be available. Should Part-time employees go to Full-time, they will maintain their classification seniority for a period of ninety (90) days. If after ninety (90) days, they remain as permanent Full-time, they will be placed on the Full-time seniority list as of the date of the transfer. Should they return to Part-time status at a later date, they will be placed at the bottom of the Part-time seniority list when an opening occurs in part-time.
- 18.8. In the event of layoffs, Part-time employees will be laid off prior to Full-time employees and junior full-time employees may be reassigned any operationally required part time work seniority shall apply as described in Article No.1.9.
- 18.7. Employees wishing to use this clause to return to part-time must notify the Employer and the Union in writing prior to the expiration of the ninety (90) day period. Employees changing classification between full-time and part-time will not be permitted to switch again for a period of six (6) months.

18.9. Layoff and recall shall be on a “last off, first called back” basis provided they are qualified.

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ARTICLE NO. 19 - ON-CALL CASUAL EMPLOYEES

19.1. An On-Call Casual employee will be offered work on an ad hoc basis, to cover the following:

- o Illness and injury
- o Periodic training requirements
- o Cover shifts not covered by Full-time or Permanent Part-time employees, or
- o Covering contingency staff requirements arising out of irregular operational situations.

19.2. On-call Casual employees will be held on a separate list.

19.3. There is a requirement that On-Call Casuals will be available for work on a regular basis.

Frequent unavailability for work will be grounds for review of the employee’s work record. Part of such review will consist of a documented demonstration of the employee’s availability to work. Frequent unavailability may result in discipline, up to and including termination.

19.4 All Casual employees are required to maintain an availability of two days that total a minimum of eight (8) hours per day in a week (Sunday to Saturday) and are required to accept work assigned as per the availability. If the employee's availability does not align with the operational requirements, they will be" asked to change their availability to maintain employment. The company will assign work to the Casuals based on their availability and operational need. The Casuals employees are open to pick open shifts outside of the availability for more work.

19.5 Request for change in Casual Employee's availability will be considered once a quarter and will be subject to management approval based on operational need. Casual Employee should provide at least fourteen (14) day advance notice for change in availability. Until approved, Casual Employee is required to continue being available and work as per current availability.

19.6 ASP will assign work to the Casual employees as per 19.1 and update the schedule or call in as per Employee's availability. The company expects these employees to report to work when scheduled or called in as the employee submitted / committed availability and therefore agreed to be on standby on given day / time. There is no requirement to provide advance notice of the work assignment and the Casual employees are expected to regularly check their scheduling portal for work assignments.

19.7 Notwithstanding article 14, vacation pay for casual employees will be provided on each pay as per the requirements of the Canada Labour Code. Casual employees will be provided the opportunity to take accrued vacation each year, per Canada Labour Code entitlements, this time will be unpaid. With notice to the Company, the employee shall have the right to waive taking any, or all, of the unpaid accrued vacation entitlement.

19.8 The following clauses in the Collective Agreement do not apply to the On-Call Casual Employees:

- o Article No. 16.1 - Seniority
- o Article No. 22 - Health and Welfare Plan
- o Article No. 23 - RRSP

Casual employees are covered by any other rights which they are granted, pursuant to applicable legislation.

19.9 A Casual employee will work on a defined term or task contract. There is no guarantee of hours. to be worked. Such contracts may end at any time upon provision of one (1) week of notice or pay in lieu of notice, which week shall be based on average earnings for the previous seven weeks.

- 19.10 Casual employees will be paid the hourly wage rate per the casual class, but all casuals will be paid, at the least, the minimum amount within the classification where they are doing the equivalent work.
- 19.11 Given the variable work time and experience of Casual employees, a Casual employee who posts for and is hired into a part-time or full-time position will be considered to be on a trial period of 90 days in the new position. During the trial period, if the employee is unable to perform as per requirement, or vice versa, the employee will return to their original employment status.
- 19.12 Casual employees will be covered by Article 1 (Bargaining Agency and Definition), Article 2 (Duration of Agreement), Article 3 (Union Security), Article 4 (Deduction of Dues), Article 5 (Management Rights), Article 6 (Leaves) save and except all leaves will be unpaid, Article 9 (Health and Safety), Article 12.1 and 12.2 (Grievance Procedure), The Grievance and Arbitration provisions of the Agreement apply to Casual employees as if they were probationary employees under the Agreement. Furthermore, Casual employees are covered by any other rights which they are granted, pursuant to applicable legislation.
- 19.13 In the event of a certain classification or role being removed by the client, the FT / PT employees, assigned to the classification will have the option to be laid off following 18.8. OR move to Casual Classification. Such employees who move to Casual classification will have the first right to return to work when there is a Full Time / Part Time schedule available.

ARTICLE NO. 20 - CONDITIONS OF EMPLOYMENT

- 20.1. All employees covered by this agreement are required to be licensed under the Private Security and Investigative Services Act, 2005. It is the sole responsibility of the employee to ensure that their license is current and valid at all times. The employee will ensure that the Employer is provided with a copy of their current and valid license.
- 20.2. In the event that an employee is unable to obtain or maintain a current and valid security guard license for any reason or fails to provide the Employer with a copy of current and valid security guard license, the Employee will be suspended without pay until such time that the employee is able to obtain and produce a current and valid security guard license. This period of suspension shall not exceed one (1) week. In the event that an employee is unable to obtain and produce a current and valid security guard license for a period of one (1) week, seniority will cease and employment shall be terminated.
- 20.3. The Employer agrees to reimburse fifty percent (50%) per individual for the cost of security guard licenses required under the Private Security and Investigative Services Act, 2005 upon renewal for full-time and part-time employees on a bi-weekly basis. The Employer agrees to reimburse fifty percent (50%) per individual for the cost of security guard licenses required under the Private Security and Investigative Services Act, 2005 upon renewal for Casual Employees after completion of one year of tenure with the company.
- 20.4. All employees must be able to acquire, possess and maintain a valid Restricted Area Identification Card (RAIC) at all times while in the employ of the employer. If for any reason an employee does not, or is unable to possess a RAIC such as but not limited to loss, expiration, suspension or revocation, the employer shall not be held responsible for any loss of wages as a result. The employee will be responsible for any and all costs resulting from the replacement of a previously issued RAIC.
- 20.5. All employees must be able to acquire, possess and maintain a valid Access Control Certification (S Card) at all times while in the employ of the employer. If for any reason an employee does not, or is unable to maintain their certification, such as but not limited to loss of credentials, expiration, suspension or revocation, the employer shall not be held responsible for any loss of wages as a result.
- 20.6. In the event that an employee is unable to acquire, possess and maintain a RAIC or Access Control Certification, the Employee will be suspended without pay until such time that the employee is able to

obtain the RAIC and/or Access Control Certification. In no case shall such suspension exceed forty-five (45) days, at which point seniority will cease and employment shall be terminated.

- 20.7. This article is subject to the grievance procedure but limited to those circumstances solely within the jurisdiction of the Employer. Article No. 20.2 shall apply to any other identification access cards, key cards, keys or similar equipment issued to an employee by either the employer or respective authority.
- 20.8. It is understood that employees must maintain a clear criminal record and as such must report any criminal charge or conviction to the employer immediately. Upon request of the employer the employee shall be required to obtain a police background check, the cost of which will be reimbursed to the employee upon submission.
- 20.9. It is understood that where a position requires the use of a company vehicle, the employee must at all times be in possession of a valid Ontario class 'G' driver's license with no more than 3 demerit points or no more than 2 minor moving violations. Where this is not the case the employer may reassign the employee to another classification that does not require the use of a vehicle.

ARTICLE NO. 21 - HEALTH and WELFARE PLAN

- 22.1. The Employer shall continue the responsibility for the administration of Health & Welfare benefits for all non-probationary employees covered by this agreement.

The current benefit plan plus the proposed changes:

Eyeglasses: \$300.00 every 24 months per family member;
Orthotics: \$300.00 per year;
Hearing aids: \$1000.00 every 5 years; and
Eye exams: \$100.00 every 12 months;

will form the minimum benefit plan. The employer reserves the right to change carriers at any time provided that the scope of coverage and benefits shall not be less than the current plan. Up to 25 per cent of employees can opt out of the benefit plan with proof of secondary coverage.

The Employer is responsible for paying benefits premiums only.

- 22.2. For the purposes of benefits, Full Time employees shall be defined as anyone who has, over the previous six (6) pay periods, worked regularly, thirty-one (31) or more hours per week. Part Time employees shall be defined as anyone who has over the previous six (6) pay periods, worked regularly, sixteen (16) or more hours per week and less than thirty-one (31) hours per week.

ARTICLE NO. 23 - RRSP CONTRIBUTIONS

- 23.1. The Employer is to continue its contribution of twenty (\$0.20) cents per hour per employee payable into the employee's RRSPs.
- 23.2. It is the responsibility of each employee to provide the employer with the necessary bank information to allow the employer to make the contributions to individual employees.
- 23.3. New hires will provide the information within 30 days of being hired. Failure by new hires to provide the information in the time required will result in a loss of the payment until the information is provided, in which case, contribution will only commence at the time the information is provided.

ARTICLE NO. 24 - WAGE RATES

Classifications	Jan 1st - Mar 31st, 2023				Apr 1 - Dec 31, 2023			
	Start Rate	3 Months	After 3 years	After 6 years	Start Rate	3 Months	After 3 years	After 6 years
Gates	\$ 15.55	\$ 15.55	\$ 15.55	\$ 16.74	\$ 16.65	\$ 16.65	\$ 16.65	\$ 17.50
Door Patrol	\$ 15.55	\$ 16.72	\$ 17.42	\$ 18.00	\$ 16.65	\$ 18.00	\$ 18.35	\$ 18.70
Security 1 / Security 2	\$ 16.19	\$ 17.30	\$ 17.85	\$ 18.41	\$ 16.65	\$ 18.20	\$ 18.50	\$ 19.00
NPSV	\$ 15.55	\$ 16.23	\$ 16.23	\$ 16.74	\$ 16.65	\$ 17.25	\$ 17.25	\$ 17.50
Specialist	\$ 21.22	\$ 22.00	\$ 22.00	\$ 22.00	\$ 21.22	\$ 22.00	\$ 22.00	\$ 22.00
Terminal Access Control	\$ 15.55	\$ 15.55	\$ 15.55	\$ 16.74	\$ 16.65	\$ 16.65	\$ 16.65	\$ 17.50
Airlines	\$ 15.55	\$ 15.55	\$ 15.55	\$ 15.55	\$ 16.65	\$ 16.65	\$ 16.65	\$ 16.65
Relief	\$15.55	\$ 15.55	\$ 15.55	\$ 16.74	\$ 16.65	\$ 16.65	\$ 16.65	\$ 17.50
Classifications	Jan 1st -May 31, 2024				Apr 1st -Dec 31, 2024			
	Start Rate	3 Months	After 3 years	After 6 years	Start Rate	3 Months	After 3 years	After 6 years
Gates	\$ 16.98	\$ 17.75	\$ 17.95	\$ 18.29	\$ 17.30	\$ 17.75	\$ 17.95	\$ 18.29
Door Patrol	\$ 16.98	\$ 18.40	\$ 18.99	\$ 19.49	\$ 17.30	\$ 18.40	\$ 18.99	\$ 19.49
Security 1 / Security 2	\$ 16.98	\$ 18.60	\$ 19.19	\$ 19.79	\$ 17.30	\$ 18.60	\$ 19.19	\$ 19.79
NPSV	\$ 16.98	\$ 17.75	\$ 17.95	\$ 18.29	\$ 17.30	\$ 17.75	\$ 17.95	\$ 18.29
Specialist	\$ 21.64	\$ 22.44	\$ 22.54	\$ 22.64	\$ 21.64	\$ 22.44	\$ 22.54	\$ 22.64
Terminal Access Control	\$ 16.98	\$ 16.98	\$ 17.59	\$ 18.34	\$ 17.30	\$ 17.30	\$ 17.59	\$ 18.34
Airlines	\$ 16.98	\$ 17.34	\$ 17.44	\$ 17.50	\$ 17.30	\$ 17.34	\$ 17.44	\$ 17.50
Relief	\$ 16.98	\$ 16.98	\$ 17.59	\$ 18.34	\$ 17.30	\$ 17.30	\$ 17.59	\$ 18.34

Classifications	Jan 1st -Dec 31, 2025				Jan 1st -Dec 31, 2026			
	Start Rate	3 Months	After 3 years	After 6 years	Start Rate	3 Months	After 3 years	After 6 years
Gates	\$ 17.30	\$ 18.05	\$ 18.26	\$ 18.60	\$ 17.57	\$ 18.35	\$ 18.57	\$ 18.92
Door Patrol	\$ 17.30	\$ 18.71	\$ 19.31	\$ 19.83	\$ 17.57	\$ 19.03	\$ 19.64	\$ 20.16
Security 1 / Security 2	\$ 17.30	\$ 18.92	\$ 19.52	\$ 20.13	\$ 17.57	\$ 19.24	\$ 19.85	\$ 20.47
NPSV	\$ 17.30	\$ 18.05	\$ 18.26	\$ 18.60	\$ 17.57	\$ 18.35	\$ 18.57	\$ 18.92
Specialist	\$ 22.01	\$ 22.82	\$ 22.92	\$ 23.02	\$ 22.39	\$ 23.21	\$ 23.31	\$ 23.42
Terminal Access Control	\$ 17.30	\$ 17.30	\$ 17.89	\$ 18.65	\$ 17.57	\$ 17.57	\$ 18.19	\$ 18.97
Airlines	\$ 17.30	\$ 17.63	\$ 17.74	\$ 17.80	\$ 17.56	\$ 17.93	\$ 18.04	\$ 18.10
Relief	\$ 17.30	\$ 17.30	\$ 17.89	\$ 18.65	\$ 17.57	\$ 17.57	\$ 18.19	\$ 18.97

ARTICLE NO. 25 - SEPARATION OF EMPLOYMENT

- 25.1. If an employee is terminated, discharged, or resigns, they shall receive their final pay cheque including all monies owing to them, subject to Article No. 8 by their next regular payday.
- 25.2. The Employer shall give a Record of Employment (ROE) Certificate to any employee who experiences an interruption of earnings, whether as active employee or separation of employment, as per Service Canada guidelines.
- 25.3. Where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to them by the Employer, in good condition notwithstanding normal wear and tear, the employer may require such employee to pay for any item(s) wilfully destroyed, mutilated or not returned, any such costs will be deducted from the employee's final pay.

ARTICLE NO. 26 - INSPECTION PRIVILEGES

- 26.1. Authorized agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the establishment(s) where employees of the Employer are employed, during working hours, and for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the working schedule.

ARTICLE NO. 27 - TRAINING, RE-CERTIFICATION, EVALUATION, EXTRA SKILL, REQUIREMENTS

- 27.1. Initial Training is a pre-requisite of employment and will not be paid. However, following successful completion of Initial training / certification, all training conducted by the Employer in the probation period shall be paid
- 27.2. When the Employer specifically requires non-probationary employees to take further training, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at the straight time rate of pay.
- 27.3. It is agreed that the scope and requirements of the workplace change from time to time. As such the employer may specifically require employees to take recurrence training or other training as a mandatory requirement of job continuance within their classification of work. The employee will be expected to successfully complete this training.
- 27.4. If an employee fails to successfully complete such training, they will be suspended without pay. Employees will be afforded the opportunity to retake the course on the next available scheduled training date. If an employee fails to successfully complete the course on the second attempt seniority will cease and employment shall be terminated. In no case shall such suspensions exceed thirty (30) days, at which point seniority will cease and employment shall be terminated.
- 27.5. Employees will be allowed to perform on-the-job-training for their peers. The employees performing on-the-job training will be paid a 10% premium per hour in addition to their hourly wage. It is agreed that those employees who will perform the training will do so on a voluntary basis. A pool of volunteers will be established. The shift requiring on-the-job training will be offered to the most senior employee from the pool which matches the shift.

ARTICLE NO. 28 - PARKING ALLOWANCE

- 28.1. The Employer shall pay one hundred percent (100%) of the cost of staff parking.

- 28.2. It is understood that the parking pass provided shall be used for the sole purpose of business related to the Employer.
- 28.3. The employee is responsible for payment of any costs resulting from loss or damage to the parking pass issued to the employee.
- 28.4. An employee on approved leave of absence of more than 30 days is required to return the parking pass to the pass office and submit the proof of return OR submit the parking pass with TPIA Management. In the event of employee not returning the parking pass, the parking charges for the subsequent leave of absence period will be deducted from the first pay on return from leave of absence.

In case the employee is returning to work prior to the leave of absence end date, employee should give advance notice for arranging the parking pass. If the employee is unable to get the parking pass on return from leave of absence for reasons withing company control, the company will reimburse the employee until they receive it.

ARTICLE NO. 29 - SAVING CLAUSE

- 29.1. If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article No. 12 - Grievance Procedure, herein.

ARTICLE NO. 30 - COMPENSATION COVERAGE

- 30.1. The Employer shall provide coverage to all employees for injury on the job under the Workplace Safety Insurance Board in the Province of Ontario, or under an Insured Plan which provides coverage of compensation equal thereto.

ARTICLE NO. 31 - STRIKES and PICKET LINES

- 31.1. During the life of this agreement there shall be neither lockout by the Employer nor any strike, sit down, and slow down, work stoppage or suspension of work, either complete or partial, for any reason by the union.
- 31.2. For the purposes of this article an illegal strike includes any form of collective or concerted action, hampering the efficient operations of the business of the employer or service for its customers as defined by the Canada Labour Code.
- 31.3. In the event of a strike, by a Labour Group other than those covered by this Agreement, involving the Employer's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

ARTICLE NO. 32 - UNION EDUCATION TRUST FUND

- 32.1. The employer is to contribute \$1500.00 per year to the union education fund, payable May 1st each year

of the collective agreement.

ARTICLE NO. 33 - SCHEDULING COMMITTEE

Election or assignment of Union committee members and distribution across classification for fair representation and feedback for eg. 1 from TAC, 1 from Airside 1 from Specialized positions.

1. Tenure of the committee (new committee each) each year,
2. Payment to the committee members for meetings while scheduled on shift.
3. The Schedule related discussions to be limited to once a year, 60 days prior to the schedule bid when the new annual schedule is received and reviewed from the client. **At no point, any Union committee member is required to communicate directly with the client regarding the schedule and are required to maintain confidentiality of discussions at all times.** Mid year discussion / suggestions can be a part of the Quarterly Union Management Committee meetings.
5. Failure to accept the final schedule by the Union Committee, the company's schedule will be maintained and used for the final annual bid. The company will try and accommodate the suggestions and feedback but will have the final approval rights on the annual schedule.

ARTICLE NO. 34 - LEAD SECURITY OFFICER POSITIONS

Lead Security Officer- New Position

- In order to enhance client services and support operational need, the company may assign a bargaining unit employee with additional responsibilities and assign /schedule the "Lead Security officer" for as long as needed by management.
- The principal function of a Lead is to provide leadership, support, and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of that group. Additional responsibilities include employee assignment, problem solving, to oversee quality control, as well as on the job training and instruction.
- Lead Security officers shall take their direction from the Operations Manager and/or their designate (i.e. Shift managers)
- Lead Security Officers shall not be involved in managing performance of security guards and will not impose disciplinary action against employees.
- Lead Security officers' positions shall be filled through the following job posting procedure:
 - a. The deadline date for acceptance of applications will be no less than seven (7) days after the posting.
 - b. Lead Security Officer vacancies will be awarded based on the qualification and ability of those who apply for the position.
 - c. Where qualifications and ability are relatively equal; Seniority will be determining factor in selecting the successful candidate
- Lead security officer positions shall be paid \$20.50 (monetary) when a "Lead Security Officer" schedule is assigned and worked

Lead security officer positions will be assigned for periods of One (1) full shift or more.

******Addition of Lead Security Officer Classification:**

When a "Lead Security Officer" schedule is assigned and worked the rate of pay shall be \$20.50 per hour.

ARTICLE NO. 35 - RACIAL JUSTICE ADVOCATE

Establishment of a Racial Justice Advocate and Anti-Racism Action Plan

- 35.1 In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this Agreement.
- 35.2 A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.
- 35.3 The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.
- 35.4 A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized workers whose role in the workplace will include:
- Listening;
 - Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence;
 - Assisting with racial justice initiatives;
 - Promoting access to community culturally appropriate services;
 - The Racial Justice Advocate will participate in the Company's Diversity, Equality Inclusion Program as the bargaining unit representative.
 - Networking with allied organizations and local community partners.
- 35.5 Should the Racial Justice Advocate require time off the job in order to fulfil their 20 duties, the union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the People and Culture department. Such approval shall not be unreasonably withheld, provided that Company paid time off will not exceed eight (8) hours in any month."

ARTICLE NO. 36 - TRANSFER OF TITLE OF INTEREST

The Company acknowledges the importance of the scope provisions of the collective agreement. *it is the policy and intent of the company to have the work performed by the employees in the Bargaining unit however in exceptional situations from time to time the company may require acquiring external contractors to support when*

- a. The work project is of such size and nature that would make it, not possible, impractical to be handled by the existing employees in conjunction with their regular work assignments and/or*
- b. The work is of such urgency or short duration as to make it not possible impractical to add additional trained workforce to the regular workforce immediately or*

The Company will consult the Union at Headquarters level prior to the deployment of non-unionized staff to temporarily perform scope duties

All attempts will be made to fill the open position internally before such role is contracted out. Such contracting out will be limited to critical classifications specified herein i.e., Security Driver, NPSV, Airlines. (the critical classification can be performed by casuals if trained??)

Work performed by employees covered by the collective agreement will not be contracted out if this will result in lay off, surplus or displacement of employees who normally perform such work.

When such situation arises, notification to that effect and the reason therefor will be provided to the union at least two weeks in advance giving the role / classification for which there is a legitimate shortfall in trained manpower, estimated number of days and reasons therefore.

Prior to the acquisition of external contractors, for the life of the current Collective Agreement, the company must apply the following

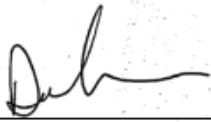
- 1) Engage all other employees in the affected location(s) classifications to work in addition if applicable (Full time and Part time)
- 2) offer Overtime if applicable and necessary
- 3) Make every reasonable attempt to utilize any qualified casual employees prior to acquiring external contractors

Consideration will be given to the facts and arguments presented by the Union and will be weighed in making the final decision. A procedure will be established internal to the company which would give reasonable assurance on the process of such outsourcing. If the union is not satisfied with the reasons given, the matter may be processed through the grievance procedure.

Union dues will be paid on any contractor that is acquired in the above specified situations and classifications from day one, hour one for the duration of the contract **

Dated in the City of Toronto on April 15, 2024.

For the Union:



▶ Denise Cochrane



▶ Sonia Torres



▶ Vesna Jelic



▶ Pearl Almeida

For the Employer:



▶ Sarah Northrup



▶ Neeru Panjwani



▶ Garinder Grewal

▶

LETTER OF UNDERSTANDING 1

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: Employment Letters

The Parties hereto agree to the following:

L1.1. The Employer agrees to provide letters of employment when requested by the employee provided the requests are made in writing at least seven (7) days in advance, and are for a valid and verifiable reason.

SIGNED THIS _____ DAY OF _____ 20____

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

John O'Dell

James Catney

Theresa Amicarelli

Paul Parkinson

Gurpreet Malhi

LETTER OF UNDERSTANDING 2

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: Non-Conformance Reports (NCRs)

The Parties hereto agree to the following:

- L2.1. Non-Conformance Reports are not a disciplinary action. They are merely an occurrence report that is required to be generated for any and all instances where a product or service is found to be Non-Conforming. This is fundamental to the ISO system and necessary to identify the issues we need to address in all areas of the operation. Reports are not just generated for employees; they often are generated because of failed systems in Management or due to Management, Supplier or Customer issues.
- L2.2. These reports are also fundamental to our process of continuous improvement. Only when we know in which areas we are failing, can we make positive changes to improve.
- L2.3. All information generated as a result of the NCR reporting systems is used to determine whether we require improving our operations.

SIGNED THIS _____ DAY OF _____ 20____

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

John O'Dell

James Catney

Theresa Amicarelli

Paul Parkinson

Gurpreet Malhi

LETTER OF UNDERSTANDING 3

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: Shift Re-Alignment at Lester Pearson International Airport

The Parties hereto agree to the following:

- L3.1. Upon ratification of the contract the Employer will determine the appropriate manpower requirements based on customer requirements at the Toronto Pearson International Airport. The Employer will build a schedule that meets those requirements.
- L3.2. (i) The new schedule will be posted seven (7) days prior to a shift bid that will occur by October 15th of each year, after which management will consult with the employees in order of classification seniority to allow them to pick their preferred shift. Once that shift is picked it is ineligible for others to pick, the next person in order of seniority will pick their preferred shift, etc. etc. Seniority by classification will prevail for the purpose of this selection.
- L3.3. Employees will have an opportunity for work selection within the classification, on basis and in order of classification seniority or start date seniority (whichever is greater). For the 2013 reclassification only, the statuses of employees will not affect the order (1. full-time, 2. part-time, 3. casual).
- L3.4. (i) The shifts will be implemented on the second Sunday, but not less than fourteen (14) days following the end of the shift selections for each classification.
- L3.5. The Company will staff its operation with full time employees whenever possible as per Article No.18. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of all employees within the bargaining unit.

Work Schedules

- L3.6. The Company will build full time shift lines over thirty (30.25) to forty (40) hours per week.
- L3.7. Hours not deemed as part of the full time complement and any outstanding hours not allocated will be available to the part time employees per Article No. 18 who will be scheduled between sixteen (16) and thirty (30) hours per week. Any remaining hours will be distributed to On-Call Casual employees as per Article No. 19.
- L3.8. Shift lines will be offered in order of seniority to all employees for bid in order of classification seniority. Shift lines not selected during the bid process will be assigned to the most junior employee(s) in reverse order of seniority.
- L3.9. A review of the shift schedules will take place on an annual basis. The Union will be advised of the establishment of any new schedules and the effects it may have on the bargaining unit employees.
- L3.10 Any employee on an approved, extended Leave of Absence including WSIB, LOA, and LTD, and notifies the employer with their confirmed return to work date within the bid period, would be allowed to bid their shift based on their seniority. Vacancies on shift lines that occur after the bidding is completed must be posted to all employees prior to being assigned to new hires.**

SIGNED THIS _____ DAY OF _____ 20____

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

John O'Dell

James Catney

Theresa Amicarelli

Paul Parkinson

Gurpreet Malhi

LETTER OF UNDERSTANDING 4

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: LABOUR MANAGEMENT JOINT COMMITTEE

The Parties hereto agree to the following:

L4.1 The Labour Management Joint Committee will consist of a minimum of two (2) members appointed by the Employer and a minimum of two (2) members appointed by the Union.

The mandate of this committee shall be to develop good relations between the parties by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit, make recommendations and discuss and suggest alternate shift schedules.

The Labour Management Joint Committee shall meet monthly or as required.

SIGNED THIS _____ DAY OF _____ 20__

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

John O'Dell

James Catney

Theresa Amicarelli

Paul Parkinson

Gurpreet Malhi

LETTER OF UNDERSTANDING 5

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: ADVANCED ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS

The Parties hereto agree to the following:

L5.1. The Parties agree to use the ADR process outlined in this Letter of Understanding for one (1) year from the date of ratification. At the end of that one year period, this letter will expire and the process will no longer be used unless, with both Parties written agreement, the Letter of Understanding is extended.

The parties will continue to strive to have grievances resolved at the lowest possible step in the grievance process.

ADR Processes

L5.2. The intent of the ADR processes is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, normally at a preset quarterly review. As set out below, grievances which are selected for ADR may be submitted for Mediation or may be submitted to a binding Med/Arb pursuant to section 50 of the Labour Relations Act.

L5.3. The parties will agree to a Chief Mediator / Arbitrator who will be asked to act or appoint another person to act if they are unable to do so. The parties shall equally share in the fees of the Mediator / Arbitrator.

L5.4. All Med/Arb sessions will be attended by a maximum of four (4) representatives from each Party unless notified with reasons for a greater number no less than 10 days in advance. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.

L5.5. The Parties and / or the Mediator/Arbitrator will create a timetable for the provision of written briefs, witness statements and documentary production. These shall be provided to the Mediator/Arbitrator and the other Party no less than ten (10) days in advance of the scheduled hearing date.

L5.6. It is agreed that no more than three (3) grievances will proceed or be submitted for mediation / arbitration at a single session.

L5.7. The session will normally be conducted at the workplace. This will be altered at the consent of both parties. Should the ADR process occur during an employee's scheduled hours of work they will be paid their normal rate of pay

Mediation / Arbitration (Med/Arb)

L5.8. Grievances to be referred to Med/Arb will be discussed by the parties before an application is made and only when the Parties both agree that the grievance is appropriately addressed by Med/Arb process. The Parties may agree that a grievance is referred only for Mediation (see below) or may agree to a Med/Arb with a binding decision.

L5.9. It is understood that all Med/Arb decisions are without prejudice or precedent and may not be relied upon save as resolution of the grievance at issue. The issue of a termination will not be the subject of Med/Arb.

Mediation

L5.10. Any concessions, discussions or offers to settle the grievance, which occur during a mediation process, are made in confidence and will not prejudice either party at arbitration should the matter not be resolved.

L5.11. Notwithstanding the forgoing, any grievances submitted to mediation that remain unresolved in the process or at the request of either party may be advanced to the normal arbitration process in accordance with Article No. 12.

SIGNED THIS _____ DAY OF _____ 20____

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

John O'Dell

James Catney

Theresa Amicarelli

Paul Parkinson

Gurpreet Malhi

LETTER OF UNDERSTANDING 6

LOU has been removed

LETTER OF UNDERSTANDING 8

Should the OSR and Canine unit contract be awarded to ASP Securities in the future and the duration of the CBA, then the parties will negotiate the terms in the collective agreement.

ON BEHALF OF THE EMPLOYER:
A.S.P. Incorporated

ON BEHALF OF THE UNION:
Unifor Local 2002

Dean Lovric

Gary Ellis

Sarah Northrup

Eulia Leonard

Paul Pakinson

Theresa Amicarelli

Lucy Alessio

Savithri Alahari

Sonia Torres

Nidarshan Kokulathanan

Janet Morris

LETTER OF UNDERSTANDING 10

BETWEEN: A.S.P. INCORPORATED

AND: Unifor Local 2002

RE: Women's Advocate in the Workplace

The parties recognize that women employees may sometimes need to discuss with another woman on matters such as violence or abuse at home, and/or harassment.

There may also be a need to identify specialized resources in the community such as, counselors or women's shelters, to assist them in dealing with these and any other issue brought forward.

For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined jointly by the Union and the Company from amongst the female, and those identifying as female, bargaining unit employees. The Advocate will meet and discuss with female, and those identifying as female, members as required and refer them to the appropriate resources when necessary. The Women's Advocate may also, with the permission of the employee, engage with Internal resources to provide support in certain situations.

The Company agrees to provide up to 2 hours paid time per week where required and access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to available office or meeting space on upon request for employees to meet with the Women's Advocate when possible.

The Company and the Union will develop appropriate communications to inform female employees about the role of the Women's Advocate, including contact numbers. The Company will also assign a Human Resources support person to assist the Women's Advocate in her role.

The Women's Advocate will be there to help women access workplace or community services and support them through this process. The Women's Advocate will also receive training by the Company on workplace harassment policy processes and appropriate referrals.

The Company agrees to pay for lost time for the initial 40-hour basic training program.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

A.S.P. Incorporated

Unifor Local 2002

Dean Lovric

Gary Ellis

Sarah Northrup

Eulia Leonard

Paul Pakinson

Theresa Amicarelli

Lucy Alessio

Savithri Alahari

Sonia Torres

Nidarshan Kokulathanan

Janet Morris

MEMORANDUM OF AGREEMENT FOR

WORK OUTSIDE THE SCOPE OF THE COLLECTIVE AGREEMENT

BETWEEN

A.S.P INCORPORATED (herein after called The Company)

AND

UNIFOR, LOCAL 2002 (herein after called the Union)

THE PARTIES AGREE AS FOLLOW:

OUTSIDE SCOPE

An employee who accepts a temporary assignment to work in a position not covered by this Agreement shall be limited to a total of (90) days, or portions thereof, within any calendar year. A one-time extension to the (90) days, not to exceed three occurrences, may be granted with approval from the Union. During any such assignment (including days off), the employee shall not be subject to the rights provided for in Articles 6.5, 15, and 17

NOTE: For the purposes of the foregoing, a day shall be defined as a day during which the employee actually performs work in the outside scope position. Days off granted due to the assignment will be counted and will be specified at the time of assignment. Days off granted due to the assignment shall be taken consecutive with the working days of the assignment.

This will be on a voluntary basis ONLY and the Company will not oblige any employee to accept any temporary assignment, as provided in this MOA, nor will the Company request an employee to work in a job falling within the scope of other Collective Agreements.

The Company will advise the employee in writing, copy to the Union District Chair, on the form provided, of any temporary assignment.

Employees who accept a temporary assignment shall not be permitted to be directly or indirectly involved in the discipline of any other employee.

Dated this 31st day of October, 2018 / Updated in July 2024

On behalf of the Union



On behalf of the Employer



ADVICE OF TEMPORARY ASSIGNMENT OUTSIDE SCOPE

_____ At _____
NAME LOCATION EMPLOYEE NO.

Pursuant to the MOA of the ASP/Unifor - Canada Collective Agreement, this is to:
(Complete one for each form)

CONFIRM ALTER CANCEL

The following temporary assignment: Effective: Inclusive

WORKING HOURS

DATE	FROM	TO
DATE	FROM	TO
DATE	FROM	TO
DATE	FROM	TO
DATE	FROM	TO
DATE	FROM	TO
DATE	FROM	TO

Total numbers of days including days off _____

NATURE OF TEMPORARY ASSIGNMENT

(To be completed in all cases)

_____ Manager's Signature	_____ Location	_____ Date
_____ Employee's Signature	_____ Location	_____ Date

