

COLLECTIVE AGREEMENT

between:

GARDAWORLD

GARDA SECURITY SCREENING INC.
Calgary International Airport

- and -



Unifor Local 2002

Duration: April 1, 2022 to March 31, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

GARDA SECURITY SCREENING INC.
Calgary International Airport
(hereinafter referred to as "the Employer")
and

UNIFOR LOCAL 2002
(hereinafter referred to as "the Union")

ARTICLE 1 – BARGAINING AGENCY and DEFINITION

- a) Unifor Local 2002 recognizes GARDAWORLD SECURITY SCREENING INC. Calgary International Airport as the Employer for the purpose of the negotiation, administration, and implementation of the Collective Agreement.
- b) 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 Garda Security Screening Inc., located at Calgary International Airport, engaged in the security screening of passengers, non-passengers, and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order 11722-U.
- c) This Agreement covers all employees, as defined in (b) above, employed by the Employer at Calgary International Airport.
- d) The Employer recognizes Unifor Local 2002 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screening Officers.
- e) 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. There shall only be three (3) categories under this Agreement, namely Screening Officers, Training Specialists and Team Leaders. 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. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.

f) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article 3 herein, except in the case of training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive bargaining unit members work.

a) No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

g) Definitions:

1. The Team Leader is a full-time or part-time employee as described herein. Where designated by the Employer to perform the Team Leader function at a Passenger Screening Point, the Team Leader will be a working member of the team. When requested by a Check Point Manager, the Team Leader's prime role will be to direct the work force and does not have the right to hire, fire or discipline.

2. The Training Specialist (TS) is a full-time or part-time employee whose primary role will be to provide training to new and existing Screening Officers that does not involve decisions on potential employment or termination. The TS will not have the right to hire, fire or discipline employees.

Management and employees are required to fully comply with the applicable laws and policies governing the personal information and privacy act at all times.

3. A "Full-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article 17 f).

4. A "Permanent Part-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article 18 a).

5. "Start Date" shall be the first (1st) day on the payroll with the Employer, and "Seniority Date" shall be the first (1st) day on the payroll at the Calgary International Airport.

6. "Bilingual employee" is an employee who meets the requirement of the Office of the Commissioner of Official Languages to carry out the duties of a Screening Officer in both official languages, English and French, as referenced in Article 17 d). A bilingual employee must formally agree to accept the designation, at the start of employment or later, and cannot opt out of the designation once having agreed to it.

7. A "day" refers to Monday to Friday (excluding General Holidays).
8. A "Spouse" or "Common Law Partner" means two (2) persons who are married or in a civil union and are cohabiting or a person who has been co-habiting with an individual in a conjugal relationship for at least one (1) year, or who has been so cohabiting with the individual for at least one (1) year prior to the individual's death.

ARTICLE 2 – DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including date of ratification up to and including March 31st, 2025 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.
- b) 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.
- c) 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 3 – UNION MEMBERSHIP

- a) 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.
- b) The Employer agrees that when new employees who are not referred by the Union, are hired, the Employer shall provide such employees with an Application for Union Membership card, as supplied by the Union to the Employer, and mail same to the Union offices as soon as possible.

- c) Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the Bargaining Unit are covered by the Collective Agreement and will pay dues, whether or not they join the Union.

ARTICLE 4 – DEDUCTION of UNION DUES

- a) The Employer is authorized to and will deduct from each employee's pay, each pay period, the amount equal to Union dues and where applicable, an amount equal to Union dues arrears and/or Administration dues. The total amount deducted will be remitted to the Union Remittance Team each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each.
- b) The Employer shall, no later than the twentieth (20th) calendar 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.
- c) The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for Union dues and/or Administration dues, and the Employer will have the right to continue to rely on such written notification until it receives other written notification from the Union.

The Employer will deduct the Administration Dues of twenty-five dollars (\$25.00) from all newly hired employees on their first pay, together with regular Union dues mentioned in Article 4a).

ARTICLE 5 – MANAGEMENT RIGHTS

- a) 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, promote, demote, discipline and terminate employees for just cause and consistent with the current Collective Agreement.

- b) 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 and to the employees. The employee shall sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood. The Employer will post notices of changes to the rules and regulations at least seven (7) calendar days prior to implementation and will notify the Union Stewards at least forty-eight (48) hours in advance of posting notices. Whenever possible, all rules and procedures are to be detailed in writing.

ARTICLE 6 – UNION ACTIVITIES of EMPLOYEES and LEAVES of ABSENCE

Employees are entitled to Leaves of Absence under law including but limited to those listed below and others as defined in this Article.

- a) 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. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized paid or unpaid Leave of Absence under the Collective Agreement or under the Canada Labour Code, an employee shall maintain and accrue seniority.
- c) 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) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only. Such requests for Leave of Absence shall not be unreasonably denied.
- d) Such leave may be extended for an additional period up to thirty (30) calendar 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) calendar days prior to the expiration of the original leave.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union 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.

- f) 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. Any violation of this provision will be subject to disciplinary action.
 - g)
 - i) An employee who goes to work for the 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 (1) calendar year. 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. At the expiration of the one (1) calendar year, the employee must return to their former position or relinquish all seniority rights with the Employer.
 - ii) Union leaves, described in g) (i) may be extended for an additional period, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension. The Company and the Union shall negotiate the terms and conditions for the extension prior to the extension occurring.
 - h) Employees must file a request for Leave of Absence, at least fourteen (14) calendar days in advance, and the Employer must reply to the said Leave of Absence within seven (7) calendar days of the request.
 - i) When an employee suffers an injury or an illness which requires their absence for a shift, they shall report the fact to the Employer as soon as possible, but not less than one (1) hour prior to their actual starting time, so that adequate replacement can be made, if necessary. An employee who calls in less than one (1) hour prior to their starting time to book off shall be noted as Absent Without Proper Notice. An employee who fails to call in prior to the shift start time to book off will be considered a No Call No Show (NCNS).
- When an employee is aware that they will be late for the scheduled starting time of their shift, they shall report the fact to the Employer as soon as possible. An employee who calls to inform the Employer that they will be late and still reports to work shall be noted as late for that shift.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
 - k)
 - i) Bereavement Leave - In the case of death in the immediate family, (mother, father, mother's spouse or common-law partner, father's spouse or common-law partner, spouse, common-law partner, children, children of employee's spouse or common-law partner, sister, brother, spouse's or common-law partner's mother or her spouse or common-law partner, spouse's or

common-law partner's father or his spouse or common-law partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children, step parents, grandchildren, grandparents, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides) upon notification to the Employer, the affected employee shall be granted four (4) consecutive scheduled days Leave of Absence with pay.

- ii) The Employer shall grant an additional seven (7) days without pay of bereavement leave, in addition to i) above. Bereavement leave will be taken in accordance with Canada Labour Code, which means the bereavement leave can be taken in 1 or 2 periods starting the day on which the death occurs and ending 6 weeks after the date of the:
 - Funeral
 - burial, or
 - memorial service of that immediate family member
- iii) 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 their immediate family while working, they shall be relieved from duty and paid for the balance of their shift.

In the event of the death of a family member not covered above, the affected employee shall be granted up to four (4) consecutive calendar days Leave of Absence without pay.

- I) Jury Duty – all time lost by an employee on their regular workday due to necessary attendance on any court proceedings where subpoenaed as a witness or juror, shall be paid for at the rate of the pay applicable to said employee. Once an employee is released from witness duty, they shall be returned to the job classification and pay rate they were on, prior to such duty. All witness/juror payments received by the employee from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to their regular assignment that they were on prior to being subpoenaed, either during a break in the court proceeding, or on completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.

In the event an employee is subpoenaed to attend court on their day off, due to an incident that occurs in the workplace or on Employer related business, the Employer will reschedule that employee's shift.

- m) 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 the employee intends to commence the Leave, and the expected date of return. An employee applying for Maternity Leave shall also provide a certificate of a qualified medical practitioner stating that they are pregnant. Where an employee intends to resume their employment with the Employer upon expiration of the Leave, the employee shall notify the Employer not less than four (4) weeks prior to their return. The Employer shall reinstate the employee to their former position at not less than the same wages and benefits.

Seniority must continue to accrue for employees while on approved Maternity or Parental Leaves, as per the Canada Labour Code.

In the event the employee wishes to extend their Maternity Leave, they shall be granted a Leave of Absence without pay for a period not to exceed sixty (60) calendar days, provided that the employee provides the Employer with the foregoing four (4) weeks written notice of their intention to do so and stating their intended date of return to work.

- n) Paternity Leave - an employee whose partner has given birth shall be granted two (2) consecutive scheduled days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home. Upon request, an employee will be granted an additional three (3) days Leave without pay to be taken in conjunction with the foregoing.
- o) Marriage Leave - The Employer shall grant, upon written request, up to five (5) consecutive unpaid calendar days off for an employee to attend their own wedding.
- p) 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) calendar 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. For the purposes of this Article, a General Practitioner or Family Doctor is not a medical Specialist.
- q) After an extended absence from work, the company will provide a return-to-work plan prior to the employee's return to work date, including dates for training if applicable.

ARTICLE 7 – UNION REPRESENTATION AND UNION STEWARDS

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) Union Representatives - Duly appointed Representatives of the Union (“Representatives”) are Representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing and settling grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees’ collective bargaining rights as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
- b) Union Stewards - The Union has the right to appoint Union Stewards, based on an election by the Union membership, to assist employees in presenting any complaints they have to representatives of the employer; the investigation and presentation of grievances up to Step 2, and in general, to administer and defend the Collective Agreement. The Union shall notify the Employer in writing of the appointment of elected Stewards. The Employer shall only recognize such Union Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

Stewards will not absent themselves from their work to conduct Union business in connection with the administration of the Agreement or the investigation or presentation of grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours.

- c) Bargaining Committee - The Union has the right to appoint a Bargaining Committee, based on an election by the Union membership. The Union shall notify the Employer in writing of the appointment of the elected Bargaining Committee. The work schedules of the Bargaining Committee members shall be adjusted for preparation meetings and scheduled negotiation meetings by mutual agreement between the Parties.
- d) The Employer will call a Local 2002 Union representative, preferably the President, to arrange a meeting prior to any dismissal of a shop steward.
- e) One (1) Steward will be allotted one (1) hour paid time to meet with new members to familiarize and introduce them to the Collective Agreement. This Orientation will occur at a time mutually agreed between the Employer and the Union during the employees’ initial training.

- f) A total of five (5) hours per week, paid at the employee's regular rate of pay, will be made available to allow the Union sufficient paid time to conduct business. Stewards will be released from their regular duties and will be available to the membership during these hours. The Union will provide an advance schedule to the Employer and the Employer will provide use of the employee lunchroom. Any additional meeting times required between union representatives with the intent to resolve outstanding issues will be paid time upon mutual agreement.
- g) The Employer shall provide bulletin board space at mutually agreed location(s) for the exclusive use of the Union.
- h) Union Representatives shall have the right to visit the workplace, including the main lunch room at Checkpoint C. If Representatives wish to visit any secure locations, they must request approval from the Employer with a minimum of three (3) calendar days written notice. Such visit shall not impede or affect operations. No request shall be unreasonably denied.
- i) DISTRICT CHAIRPERSONS

The company and the Union recognize the importance of prompt handling of Union business, such as the handling of grievances and the administration of the Collective Agreement throughout the process. To facilitate the handling of this business a Union District Chairperson's will be an employee of GardaWorld Security Screening Inc., and will be granted an unpaid leave of absence, for the purpose of union business.

The Employer shall allow time off work, without pay to any employee who is serving as a Union District Chairperson. The employee will have wage continuation from the company, which will be reimbursed by the union. The employee shall continue to accrue seniority. The company will ensure to continue to pay the Health and Welfare premiums and maintain RRSP contributions, up to 40 hours per week for employees acting in this role.

No employee who acts within the scope of this clause shall lose their job or be discriminated against for acting as Union District Chairperson.

A designated representative of the union will not be unreasonably denied access to the employers' premises; however, they will need to meet security requirements and comply with aviation security requirements.

The company will assist UNIFOR 2002 in attempts to acquire a union office, from the airport authority within the terminal, for the use of the District Chairperson's and representatives for the

purpose of Union business. The cost of the office space and equipment will be the sole responsibility of the union to pay, with no contributions being made by the company.

ARTICLE 8 – UNIFORMS AND MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee. Where the employee is unable to meet the uniform requirements, the employee has the obligation to raise the issue immediately with the Employer Uniform Representative to find an alternate solution for the employee to meet the uniform requirements.
- b) The Employer shall facilitate the process by which employees order uniforms. An employee's order request shall be placed by the Employer within seven (7) calendar days from the time it was submitted by the employee. Employees shall be notified within seven (7) calendar days of the completed order being received by the Employer that their uniform is available for pickup. The Employee must arrange for a mutually agreed date for pickup within seven (7) calendar days of being notified, or it will be returned to the supplier (but employees will not lose their uniform points).
- c) Uniforms will be as described as in the CATSA SOP. For Winter Non Passenger Aircraft, and Non Passenger Vehicle and Ramp duties, Screening Officers will be allowed up to twenty (20) minutes to obtain their own winter wear prior to reporting for duty. Employees will be permitted to wear their own clothing limited to and provided it meets the following conditions:

Boots – must be black and polish-able

Gloves – must be either solid navy blue or solid black in colour

Toques – must be either solid navy blue or solid black in colour

In cases of extreme weather conditions where it is necessary for an employee to wear articles of personal clothing for warmth, the outer-most visible layer must be the CATSA provided uniform. Further, it is understood and agreed that no Screening Officer will remain on the Bridge and/or Ramp for more than one (1) hour at a time. These one-hour duty periods will be shortened accordingly during periods of inclement weather and temperatures, taking into consideration the Health and Safety of the Screening Officers.

Apparel and/or Personal Protective Equipment will be provided by the Employer in accordance with Part II of the Canada Labour Code.

- d) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The cost of uniform items not returned will be subject to Article 26 (c).

- e) For every four (4) weeks of work by an employee, the Employer shall pay to such employee a cleaning allowance of fifteen dollars (\$15.00).
- f) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that their uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alterations. Any additional approved alterations will be fully covered by the employer. In the event the uniform supplier is unable to provide a shoe size required by an employee, the Employer, upon presentation of a receipt for purchase, will reimburse the employee up to one hundred dollars (\$100.00) for the appropriate size shoe, and the Employer will also reimburse up to one Hundred and twenty-five hundred dollars (\$125.00) for the appropriate size safety boots for NPSV or HBS if required by the employee's position. Employees, upon request can be provided a uniform points balance.
- g) The Employer will provide clean, adequate lunchroom and storage locker facilities for its employees. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition, after use. Facilities shall be provided as follows:
 - 1. A Main Lunch Room.
 - 2. A Storage room for personal belongings and Employer/CATSA provided apparel in International Terminal Building.
 - 3. A Storage room for personal belongings and Employer/CATSA-provided apparel in Domestic Terminal Building when it becomes available.
 - 4. A Storage room with full-size lockable lockers for each NPSV-certified employee that holds an active line in the current shift plan, plus a minimum of 10 additional full-size lockers to be used as day locker for NPSV employees.

ARTICLE 9 – CONFLICTING AGREEMENT

- a) 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.
- b) The Employer party to this Agreement shall not use another limited company or device to avoid the conditions of this Agreement. All time worked by any person who, at any time works for the Employer, Party hereto, shall be paid on the basis of the conditions set out in this Agreement regardless of who the Employer hereto states employed such person for a portion of the total hours worked by such person. The Employer agrees that they accept the sole responsibility for all time

worked by persons on their payroll and will not use a subsidiary or allied company to circumvent the terms of this Agreement.

ARTICLE 10 – TRANSFER of TITLE or INTEREST

- a) 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.
- b) It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc, of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with copy to the Union, not later than the effective date of sale.

ARTICLE 11 – GRIEVANCE PROCEDURE

- a) 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.
- b) Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.

- c) Except for termination or layoff grievances, which will be filed directly at Step 2, and policy grievances which will be filed directly at Step 3, all other grievances shall proceed to Step 1, as follows:

STEP 1

An employee should first take their complaint/grievance to a Manager in an effort to resolve the matter verbally. Such employee may request to be accompanied by a Steward or fellow employee of their choice as a witness.

Where an employee chooses to not approach a Manager or failing resolution after addressing the matter verbally with a Manager, the employee shall reduce their grievance to writing stating the

Article(s) alleged to have been violated.

Such Grievances must be filed by a Union Steward or Union Representative within fifteen (15) days of the event that led to the grievance.

If there is no response within the timelines, the written grievance will advance to the next level.

STEP 2

Failing resolution or settlement under Step 1, the grievance shall be taken up between the Employer's General Manager or designate and a Union Steward or Union Representative. Step 2 must be completed within ten (10) days from the completion of Step 1.

In some cases, extensions may be agreed upon by both parties for an additional 10 days, where the entire step 2 process shall not exceed 20 days.

Any termination or layoff grievance must be filed within ten (10) days of the notification of the Employer's decision.

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 from the completion of Step 2.

In some cases, extensions may be agreed upon by both parties for an additional 10 days, where the entire step 3 process shall not exceed 20 days.

Any policy grievance must be filed within fifteen (15) days of the event that led to the grievance.

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 their decision shall be final and binding on the two parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Employer. Except by mutual agreement between the Union and the Employer, where either party requests an adjournment the party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

- d) Grievances under this Article may be initiated by any employee, a group of employees or by the Union.

ARTICLE 12 – DISCIPLINE

- a) The Employer will complete an investigation which leads to discipline in a reasonable amount of time.
- b) When an employee is suspended by the Employer pending investigation, the suspension will be with pay until such time as the Employer makes a decision as to the appropriate discipline. The Employer will not apply any unpaid suspensions until the Grievance timelines have elapsed or the Grievance has been settled.
- c) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the employee is entitled to have their choice of an available representative of the Union to be in attendance, during the meeting. Available representative of the Union will be defined as any Union Steward at work at the time of the meeting. Any Union Steward engaged in training provided by CATSA is not considered to be available. If the meeting is a follow up to an earlier meeting (example: second meeting within the same investigation), then the employee is entitled to the same Union Steward, even if the meeting needs to be delayed for up to four (4) calendar days to accommodate if the Union Steward is not at work at the time of the initial scheduled meeting. The employee and the Union Steward will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the employee will be given the opportunity to provide a full explanation as part of the investigation hearing. The employee shall always have time to meet with the Union Steward prior to the meeting.
- d) An employee will receive a copy of any disciplinary record placed on their file, including reprimands, with a copy to the Union. The incident causing such disciplinary actions will not be taken in account to compound other disciplinary actions taken against the employee if there has not been a similar incident in the previous twelve (12) months. For the purpose of this article, “similar” will be defined in two categories: Attendance related and Work Performance related.

- e) Letters of discipline shall include the name of the Union Steward present, if any. Completed letters of discipline shall be forwarded to the Union office within three (3) days of the discipline being issued.
- f) Upon three (3) day written request to the Employer's HR Representative, an employee will be permitted to review their personnel file. An employee may request a Union Steward to be present.
- g) Any questions regarding a performance observation can be reviewed during the annual performance review. A summary of observations can be provided, upon request, by the employee.
- h) Both parties will continue to engage through the Joint Labour Management Meetings (JLM), to source a possible automated notification notice, to be provided to employees, regarding performance observations.

ARTICLE 13 – PAYDAY and PAY STATEMENTS

- a) 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.
- b) The Employer shall provide every employee covered by this Agreement with an itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, either time and one-half (1 ½ x) or double (2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.
- c) Payment of wages will be made by direct deposit to the employee's bank account.
- d) Any error in payroll by the Employer, of seventy-five (\$75.00) or more, shall be paid to the employee within three (3) days of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full. Grievances resulting from pay discrepancies that are not resolved within the three (3) days, as prescribed above, will be initiated at the Step 3 level.

Fees or penalties that are incurred by the employee, due to a late payment, following a confirmed error in payroll by the Employer, will be reimbursed to the employee. The employee will need to provide sufficient evidence of the fee or penalty charged.

- e) Should the employee be overpaid, the employees shall have the right to pay back the overpayment the employee and the employer will mutually agree on a reimbursement plan.

ARTICLE 14 – ANNUAL VACATIONS

- a) Vacations will be granted on the basis of calendar years of service with the Employer. A calendar year will be from January 1 to December 31 of each year.
- b) For existing employees who were on payroll as of April 1st, 2006, January 1st of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only. For employees who commenced employment after April 1st, 2006, they will have their anniversary date for vacation entitlement purposes only as per b and c below and will have their vacation entitlement for the year of 2006 as per d below.
- c) New employees commencing employment with the Employer between the dates of January 1st and June 30th, will have January 1st, in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- d) New employees commencing employment with the Employer between the dates of July 1st and December 31st will have January 1, in the year following commencement of employment, for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- e) 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 to December 31st of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- f) 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.
- g) Employees who have previously completed or subsequently complete four (4) 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.
- h) Employees who have previously completed or subsequently complete seven (7) 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.

- i) Employees who have previously completed or subsequently complete twelve (12) 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.
- j) Effective January 1, 2024, employees who have previously completed or subsequently complete eighteen (18) 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.
- k) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week shall be considered seven consecutive (7) calendar days according to the employees work schedule.
- l) Should a General Holiday occur while an employee is on vacation, the employee has the option to:
 - schedule a lieu day immediately following their vacation or
 - move the lieu day with pay, to an agreed upon date within 30 days or
 - opt for payment.
- m) All employees with less than one (1) year of continuous service will receive vacation pay in accordance with Article 14 e). All other employees must take a minimum of two (2) weeks vacation time per year, but may indicate, at time of bidding, to be paid out vacation time for those weeks in excess of two (2) weeks.
- n) Vacation lists will be posted on September 15th, of the preceding year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, prior to November 15th of the same year. The date for vacation bidding shall not fall on a weekend adjacent to a General Holiday. In the event an employee fails to designate their choice of vacation by the bid deadline, vacation time for said employee shall be allocated at the discretion of the Employer, unless the employee has indicated they would like to be paid out vacation time, as per Article 14 m) above. The Employer shall distribute electronically the completed vacation schedule by December 1st, and it shall remain posted for the vacation year.

Two (2) Union members will assist in the construction of the vacation schedule. The Union District Chair will be copied on the vacant vacation available weeks on the first of every month.

- o) Employees will have the ability to change their vacation choice after the close of the bidding period, with two (2) weeks written notice to the Employer, providing there are requested slots still available.

Vacation weeks that become available for whatever reason after the bids close, will be awarded in seniority order to employees who have a written vacation change request on file with the Employer at the time said weeks become available. Vacation weeks that remain available will be posted and updated the first day of each month at the same location as referenced in Article 14 n) and will be allocated on a first come basis.

Vacation weeks not filled consistent with the foregoing will be closed for change requests fourteen (14) calendar days in advance of the said vacation week.

- p) The following classification will be recognized as separate groups for determining allocation of vacation:

- Screening Officers
- Training Specialists
- Team Leaders
- Bilingual Employees

- q) The maximum number of employees in each classification on vacation at any given time will be determined prior to the vacation bid as follows:

The total number of weeks of vacation liability divided by fifty-two (52), plus a ten percent (10%) variance to the next whole number.

The formula noted above shall be used to determine vacation entitlement for each separate group listed in Article 14 p).

- r) Annual vacation will be taken within the period of January 1st to December 31st of each year.
- s) 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.

Note: Three calendar days overlap will be considered acceptable.

- t) In the event that an employee leaves the employ of the Employer before they are entitled to two (2) week's vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Employer.
- u) In the event of an employee leaving the employ of the Employer after they have had their vacation their 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 they end their employment for which no vacation has been paid.
- v) The Employer shall pay vacation pay through payroll deposit on the regular payday as if the employee had worked. Or the employee may request vacation pay be paid on the regular payday immediately proceeding the commencement of the vacation, with two (2) weeks written notice to the employer prior to such payday.
- w) The Employer shall furnish the employee with a statement showing the period for which the employee is receiving their vacation pay, how the vacation pay was calculated, and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.
- x) Employees who have vacation entitlement of more than two (2) weeks or four percent (4%) will have the option of rolling over a maximum of one (1) week or two percent (2%) to the following years allotment (no cascading). Employees who wish to exercise this option will notify the Employer by no later than October 1st of the current vacation year.
- y) Employees who indicated to have week(s) of vacation paid out during the bidding process (Article 14 m) will be paid out any vacation time not taken during the last period of vacation time taken by the employee. At any time prior to the last period of vacation time taken by the employee, the employee may opt to take any week(s) of vacation scheduled for payout as vacation time in any weeks that are still available, in accordance with Article 14 o).
- z) If at the time of the vacation bid, due to an approved Leave of Absence (LOA) and the employee has insufficient monies within their vacation accrual to cover their vacation entitlement, one of the following options may be applied:
 - Forfeit any additional vacation entitlements beyond two (2) weeks, or
 - Have the vacation accrual spread out equally over all weeks of entitlement.

If the employee is electing to forfeit any vacation entitlement for the vacation bid, the Company must be provided the request in writing two (2) weeks prior to the vacation bid. Once the employee has elected to forego their full entitlement for vacation during the current vacation bid this decision cannot be revoked.

ARTICLE 15 – GENERAL HOLIDAYS

- a) The following and all additional days as may be declared by the Federal and/or Provincial Governments shall be recognized as General Holidays:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	Heritage Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	National Day of Truth and Reconciliation

- b) Each full-time employee shall be paid eight (8) hours General Holiday pay for each such Holiday, which is calculated from the first day on payroll.
- c) Part-time employees are entitled to General Holidays pay. General Holiday pay is equal to at least one-twentieth (1/20th) of the wages, excluding overtime pay, earned in the 4-week period immediately before the week in which the general holiday occurs.
- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty (30) calendar days of employment, shall be paid as follows below.
1. For their scheduled shift time - time and one half (1½X) their regular rate.
 2. All hours in excess of their scheduled shift - double (2X) their regular rate.
- e) 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 0001 and 2400, shall be considered as worked on a General Holiday for each individual employee.
- f) A full-time employee required to work on a General Holiday which otherwise would have been that employee's day off, or who for any other reason would have been receiving overtime rates for that day, shall in addition to b) and d) be paid an additional straight time rate for each hour worked on the General Holiday.

ARTICLE 16 – SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, The Employer will recognize the existing seniority ranking and hours worked of the former Employer's employees for the purposes of wage rate and vacation.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate CATSA Certification for any work which is to be done. Seniority shall be based from the first day on at the Calgary International Airport.
- c)
 - i. Should two (2) or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw. 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, and when the working force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process.
 - ii. While seniority remains the governing factor, consideration will be given to qualifications when necessary. Should there be a disagreement, both the company and union will meet to determine the application of qualifications, applicable to i) above.
 - iii. Full-time employment shall be given preference over part time employment.
- d) 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, may be reinstated to their former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion, providing they continue paying union dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of one hundred and eighty (180) calendar days.
- e) The Employer shall provide the Union with a separate seniority list for all Unifor members full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.
- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.

- g) Probation: Due to the nature of the Employers business, new employees will be required to serve a probationary period during which time the Employer will have the right to determine the suitability of the employee for continued employment. The employee will be subject to a probationary period of up to seventy-five (75) calendar days after they have successfully completed all training and associated on the job training (OJT). The Probationary Period will be extended by an equivalent number of calendar days of any absence by the employee.
- h) When Team Leader positions become available, the Employer will post the vacancies and accept applications from Screening Officers who have attained Level 3 CATSA certification and have completed three (3) years of service (Level 3.4). If there are no Level 3.4 Screening Officers interested in the positions, the Employer may accept applications and award the positions to Level 3.3 Screening Officers, then Level 3.2 Screening Officers and lastly Level 3.1 Screening Officers. New Team Leaders will serve a one hundred and twenty (120) calendar day probationary period in their new position. In the event that the employee is absent for thirty (30) calendar days or more, the probationary period will be extended by the equivalent number of calendar days of the absence. During the probationary period, if the employee proves to be unsatisfactory for the position or if the employee wishes not to accept such position, they shall be returned to their previous classification. Upon successful completion of the probationary period, it is understood and agreed that TL's will remain in such position for a minimum of a one (1) year term.
- i) When there are shift vacancies available, if such vacancies are permanent and occur at least (30) calendar days prior to a full shift bid, a notice of such vacancies will be posted as far in advance as possible but under no circumstances less than seven (7) calendar days. The deadline date for acceptance of applications will be no less than seven (7) calendar days after the posting. Seniority shall prevail.

Note: Shift vacancies that occur because of employees exercising their rights under this clause will only be back-filled twice.

When there are training class vacancies available, a notice of such vacancies will be posted as far in advance as possible. The deadline for acceptance of applications will be no less than seven (7) calendar days after posting. Training classes will be filled in order of seniority.

- j) When there are vacancies for Training Specialist (TS) the Employer will post the vacancies, accept applications and award the positions in order to Level 3.4 Screening Officers, Level 3.3 Screening Officers, then Level 3.2 Screening Officers and lastly Level 3.1 Screening Officers. Such postings will include a description of responsibilities as well as skills and abilities required for the positions. New Training Specialist Leaders will serve a one hundred and twenty (120) calendar day probationary period in their new position. In the event that the employee is absent for thirty (30) calendar days

or more, the probationary period will be extended by the equivalent number of calendar days of the absence. During this time, if they prove to be unsatisfactory for the position or if the employee wishes not to accept such position, they shall be returned to their previous classification.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) A minimum of two (2) times per year, the Employer will determine appropriate manpower and customer requirements. The Employer will work in conjunction with a Union shift committee, comprised of a maximum of four (4) Union members, to build a schedule that meets these requirements. It is understood that where the same degree of utilization can be achieved, equal consideration will be given to four scheduled days on, three scheduled days off (4/3) shifts, and shifts containing days off that fall on a Saturday or a Sunday. Where mutual agreement cannot be reached, the Employer's shift will be implemented.
- c) Shift schedules will contain a sub schedule designated as "Relief" to cover absences and vacancies from the operating shift schedule. Relief schedules will be built as far in advance as possible, in accordance with the following:
 - i) Employees working a relief schedule may have their shifts altered with seven (7) calendar days' notice to cover changing absences;
 - ii) Employees working relief schedules shall be Full-time employees, and the number of relief shifts in any bid will not exceed the total vacation liability as calculated in Article 14 o) plus any known long term absences mutually agreed by the joint shift committee at the time of the bid;
 - iii) Relief schedules will contain consistent start times and daily hours worked within each work week of the relief schedule, to the same extent of the shift schedule for which the relief is being provided;
 - iv) An employee working a relief schedule will not be scheduled to work more than seven (7) consecutive calendar days, regardless of the calendar week and forty (40) hour maximum.
 - v) When scheduling relief employees or making adjustments thereto, where possible, every reasonable effort will be made to respect the employees' seniority and shift / starting time preferences;
 - vi) Unless otherwise provided for herein, all Articles of this Agreement shall apply to relief positions.
- d) Pre-board Screening will contain Bilingual designated shifts. Such shifts can be both Full-time and Part-time and the number of which will be determined by the shift bid committee to meet the requirements of the Office of the Commissioner of Official Languages.

- i) Employees bidding a bilingual designated shift must be identified as bilingual in both official languages.
 - ii) In the event a bilingual designated shift remains open following or during the bid, only those employees identified as bilingual, hired after December 1, 2010 may be assigned to such a shift in reverse order of seniority.
- e) Shift bids will be posted for seven (7) calendar days, after which a shift bid will be held. Seniority by classification will prevail amongst qualified employees for the purpose of bidding. The new shifts will be implemented on the second Sunday, but not less than fourteen (14) calendar days, following the end of the shift bid.
- f) It is understood and agreed that full-time Employees will work forty (40) hours per week in a two (2) week period, comprised of eight (8), ten (10) or twelve (12) hours per scheduled day. Any hours worked over the scheduled day shall be paid at the overtime rate. The hours of work shall not be less than eight (8) hours per day.

Training Specialists will be scheduled for either eight (8) or ten (10) hour shifts as per Article 17 b), as determined by the Shift Bid Committee. When engaged in Screening Officer foundations (SOF) Basics, Lab and Platform/post OJT training, CATSA Advanced Endorsement Training, Training Specialists' schedules must be adjusted, with as much notice as possible, to match the CATSA training schedule. When such training is completed, Training Specialists will revert to their previous schedule. The provisions of Section 17) i) do not apply to such schedule adjustments.

Paid Bereavement Leave, Paternity Leave and Vacation Days, including day in lieu for a General Holiday falling during the Employee's vacation, will be counted as regular scheduled days worked for the purpose of forty (40) hours per week qualifying requirement for full-time Employees working overtime on their days off and entitlement for overtime rates of pay.

Notwithstanding the foregoing, employees who have taken sick leave, either paid or unpaid, no call/no shows, lates or early departures in a pay cycle will not receive overtime pay on any extra shifts until such time as the forty (40) hours qualifying requirement is met.

- g) Bidding Process: All employees who are available for Full-time work will bid in order of seniority on all available full-time shifts. Employees who bid on full-time shifts will work the full-time shift. (No shift adjustments).

The Employer will build part-time shifts and part-time employees will bid in order of seniority on available part-time shifts consistent with the foregoing.

- h) All PBS and NPS T Checkpoints will be bid as PBS shifts. HBS, NPS V, TS and TL shifts will each be bid separately. Following the bid, if there are vacant NPS V and HBS lines, those lines will be posted. If an employee who does not have NPS V or HBS certification bids on a vacant NPSV or HBS shift, they will be required to successfully complete the next available training class and agree to remain in the function for the current bid, and one (1) successive bid. For every NPS V and HBS course, any training spaces not filled by employees required to remain in function for the current and successive bids will be made available by seniority to employees who are not required to remain in function for the current and successive bids, to fill up the maximum number of training spaces.
- i) The Employer shall have the right to revise shifts by not more than two (2) hours at any time to meet airline 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 seniority order. If there are insufficient volunteers from the affected shifts the revised shifts will be assigned in reverse order of seniority. The Employer will provide a minimum of seven (7) calendar days' notice to the affected individuals.
- j) The Employer agrees that no shifts will start between 0200 and 0400.
- k) No Full-time or permanent part-time employee will be scheduled to work more than two (2) consecutive scheduled days at the same PBS work location (Point) during their scheduled work week. The Employer will endeavour to ensure that skills for both PBS and HBS are maintained through the assignment of duties over a two-week period. The Union recognizes that on a day-to-day basis it may be necessary to reassign an individual from their scheduled area to meet operational requirements. The day-of assignment from PBS to HBS and/or NPSV shall be conducted as per Article 16 b). Employees working overtime, shift trade or shift donate, will not be assigned from PBS to HBS and/or NPSV by Article 16 b) until after those regularly scheduled.

The bidding process will include Article 16 (b).

- i) At the time of the bid, based on the company determining the number of full-time and part-time positions, should an employee switch status from either full-time to part-time or part-time to full-time, seniority will prevail. If no vacancy exists in the intended status pool at the time of bid an employee will be unable to change status at that time.
- ii) For purpose of clarity, an employee electing to make change status from full-time to part-time or part-time to full-time, if the company makes a position available. Employees will carry their seniority as defined in Article 1 (f) – 5. They must hold the status for a minimum of one (1) year or two (2) consecutive shift bids (which ever is the lessor), before changing status again.

- iii) Should Full-time employees choose to go to Part-time, they will maintain their overall seniority and Article 17 (g) will apply.
- iv) Should a part-time employees choose to go to full-time, they will maintain their overall seniority and Article 17 (g) will apply.
- l) The employer shall post (physical copy in main employee lunchroom and electronic copy to employees) work schedules at least seven (7) calendar days in advance of the work schedule. Such posting will also include shifts that have become available to meet customer requirements and vacancies. Such shifts will be made available in order of seniority of part-time Screening Officers on their regular days off who wish to add hours to their work schedule up to forty (40) hours. In the event extra hours or vacancies remain, at the discretion of the Employer, such vacancies may be filled in accordance with the provisions of Article 17 p).
- m) 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.
- n) When the Employer offers early departure on any given day, such departures shall be awarded in seniority order, where possible subject to customer and operational requirements.
- o) Employees will be given eight (8) hours free from duty on any shift change and where an employee has their shift changed and they receive less than the eight (8) hours free from duty, they will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that they are short of their eight (8) hours. The Employer shall have the option of granting the necessary time off with pay.
- p) All employees may be required to work overtime on a day off, all of which shall be voluntary, and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.
- q) Overtime will be paid in minimum fifteen (15) minute increments.
- r) For full-time employees, all time worked during days off shall be at time and one half (1½ x) rates of pay, and all time on a subsequent second (2nd) or third (3rd) consecutive day off shall be at double (2x) time rates of pay. Call in overtime will be awarded in shift seniority and certification on a first call-in basis to employees on a day off. Preference will be given to CATSA Level 3 Certified Officers working at one and one half (1½ x) overtime rates, then to CATSA Level 3 Certified Officers working at double (2) overtime rates on their second (2nd) and third (3rd) consecutive days off. The same

process will be followed for CATSA Level 2 and Level 1 Certified Officers.

- s) Any employee called out after their working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay. To qualify, the employee must have a minimum one (1) hour break between the end of their original shift and the beginning of the call-out shift.
- t) When an employee is called to work on one of their days off, they shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay.
- u) If an employee volunteers to leave early when working overtime on their day off, they will be paid only for the time worked.
- v) The Employer may require employees to stay beyond the end of their regular shift. Such operational overtime will be offered in seniority order with as much notice as possible to all qualified employees on shift. The Employer will have the right to offer overtime extensions to qualified employees beyond the end of their regular shift by gender and seniority, instead of only seniority, during the hours of 0100 to 0400, to meet gender requirements. If there are insufficient volunteers, employees may be forced to work the overtime in reverse order of seniority. Operational overtime required before the start of a shift will be offered in order of seniority on a voluntary basis.

The order for Call in overtime, in order of seniority will be as follows:

1. Electronic communication/ Sign-up Book
2. Seniority List

- w) Any employee working three (3) hours of overtime beyond their regular shift will receive a meal credit with a value of fifteen dollars (\$15.00) provided by the Employer.
- x) Meal and Coffee breaks will be as follows:
 1. For employees on eight (8) hour shifts there shall be two (2) twenty (20) minute paid coffee breaks and one thirty-five (35) minute paid meal break per scheduled day. Each employee shall receive the first twenty (20) minute break to be completed between the end of the second (2nd) and end of the fourth (4th) hour and the thirty-five (35) minute meal break to be completed between the end of the fourth (4th) and end of the sixth (6th) hour. Each employee shall receive their second (2nd) twenty (20) minute break between the end of the sixth (6th) and end of the eighth (8th) hour.

Hours of Shift	Breaks
0 – 2	No break completed during this time
2 – 4	20 minute completed during this time
4 – 6	35 minute completed during this time
6 – 8	20 minute completed during this time

2. For employees on ten (10) hour shifts there shall be two (2) thirty (30) minute paid coffee breaks and one thirty-five (35) minute paid meal break per scheduled day. Each employee shall receive the first thirty (30) minute break to be completed between the two (2) hour mark and the four (4) hour mark and the thirty-five (35) minute meal break to be completed between the four and half (4.5) hour mark and the seven (7) hour mark. Each employee shall receive their second (2nd) thirty (30) minute break between the eight (8) hour mark and end of the tenth (10th) hour.

Hours of Shift	Breaks
0 – 2	No break completed during this time
2 – 4	30 minute completed during this time
4.5 – 7	35 minute completed during this time
8 – 10	30 minute completed during this time

3. For employees on twelve (12) hour shifts there shall be a fourth (4th) paid break of twenty (20) minutes to be completed between the end of the tenth (10th) hour and the end of the twelfth (12th) hour. The scheduling of the first three (3) breaks shall be the same as the schedule for breaks in a ten (10) hour shift.

Hours of Shift	Breaks
0 – 2.5	No break completed during this time
2.5 – 5	20 minute completed during this time
5 – 7.5	35 minute completed during this time
7.5 – 10	20 minute completed during this time
10 – 12	20 minute completed during this time

4. An employee who works more than four and one-half (4 ½) hours per scheduled day will receive a thirty-five (35) minute paid meal break. An employee who works more than six (6) hours and less than eight (8) hours will receive a twenty (20) minute paid coffee break in addition to the foregoing meal break. For employees working more than 4.5 hours, at no point will an employee work for more than four (4) hours without a break. Failure to adhere to this requirement shall entitle the employee to sign for a late break, as per point #5 below.

5. Notwithstanding points 1-4, an employee must be given a minimum period of one (1) hour between breaks. If an employee's break or meal period is not provided within the times set out above as per points 1-4, every reasonable effort will be made to re-schedule the break or meal period as soon as possible and the employee will receive an additional straight time credit for the length of the late break or meal period. Employees should sign for the late or missed break or meal period immediately and report the issue to the Union. The Union will address the issue immediately with the Employer.

y) Employees who become ineligible to perform their duties as a result of losing their qualifications, due to absence from the workplace for thirty calendar (30) days or more through extended vacations, shift donates/trades and leaves, the employee must notify the Employer Resource/Scheduling Representative in writing at least four (4) calendar days prior to their return to schedule any return-to-work training.

Employees must submit their renewed medical at least seven (7) calendar days prior to the expiration of their current medical.

ARTICLE 18 – PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than fifteen (15) scheduled hours per week, and no more than thirty-two (32) scheduled hours per week, except during periods of training, or except where additional hours are added consistent with Article 17 l).
- b) 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.
- c) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- d) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- e) Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. On shift permanent part-time employees can be offered additional hours in order of seniority on a voluntary basis, up to a maximum of eight (8) hours without incurring overtime. Any hours worked over eight (8) hours in a day will be paid at the overtime rate.
- f) Bidding Process – Will be the same as outlined in Article 17 (g).

- g) Based on seniority, Permanent Part-time employees will be offered Full-time positions as they become available.
- h) The Employer will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Base seniority date will be the deciding factor as to who would move to Part-time should positions be available. Should Full-time employees choose to go to Part-time, they will maintain their overall seniority.
- i) Layoff and recall shall be on a "last off, first called back" basis.
- j) Permanent part-time employees and Pre-Cert employees as defined in Letter of Understanding #4 will not exceed twenty percent (20%) of full-time staffing levels at the time of shift bids.
- k) During the preparation of shift bids, the Employer will identify known absences from the permanent part-time roster and, with mutual agreement of the Shift Bid Committee, determine the additional number of permanent part-time "relief" positions.

ARTICLE 19 – CRISIS ADVOCATE

Rights and Recognition of the Crisis Advocate

The Employer and Union agree that employees may sometimes need to discuss with another person, such as matters that relate to violence and abuse. Individuals may also need further information about specific resources available to them in the community. Additional resources may include counselors, shelters, or Company resources (such as Employee Assistance).

The parties agree to recognize a Unifor member, elected or appointed by the local union who will serve in the role of the Crisis Advocate. The Crisis Advocate will meet with members as individual needs arise to discuss problems with them in a private area provided for confidentiality.

Both employees must request advanced permission from the Company if discussions are necessary during work time.

ARTICLE 20 – BONDING

- a) If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond.

- b) If at any time the Employer, in accordance with its contractual obligations, requires a Training Specialist to obtain a Secret Level Clearance as defined through the Government of Canada Clearance Program, the Employer will assist the employee with the application process, which will be considered as time worked, including covering any approved associated costs the employee may incur in obtaining such clearance. Where required such successful application will be a condition of obtaining and retaining the Training Specialist position. If an employee loses Secret Level Clearance, they shall revert to employment as a Screening Officer.

ARTICLE 21 – EMPLOYER SEARCHES

- a) The Employer will not require employees represented by UNIFOR Local 2002 to participate in searches of the Employer's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches, however the Employer shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Employer's equipment, property, or premises. In the Employer staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE 22 – MEDICAL AND PERSONAL LEAVE

Section 1: General Provisions

- a) As of August 1, 2023, all language held within the collective agreement, pertaining to medical and/or personal leave, will be suspended and replaced with the terms outlined in this Memorandum of Agreement.
- b) To define the period for both the new Medical/Sick Leave and Personal Leave banks, the "year" will be from January 1st up to December 31st each calendar year, commencing January 1, 2023. The banks will be renewed as per the provisions of this agreement.
- c) Medical/Sick Leave provisions will be defined as one (1) singular bank of days. The Personal Leave provisions will be defined as a totally separate bank of days. These separate banks will be reflected either on the employee's pay stub or through other electronic applications (example "portal").

Section 2: Personal Leave Provisions

- a) Effective January 1, 2023, employees that are of active status are eligible for Personal Leave.
- b) The employee must have three (3) months of continuous service, to be eligible for up to three (3) days paid leave and an additional three (3) days unpaid leave, as Personal Leave, per calendar year to:
- i. take care of health obligations for any member of the family or care for them

- ii. take care of obligations related to the education of any family member under age 18
 - iii. manage any urgent situation that concerns you or a family member
 - iv. attend your citizenship ceremony under the Citizenship Act, or
 - v. manage any other situation prescribed by regulation
- c) Throughout the calendar year, for individuals having completed the service requirement or returned from leave, will be eligible for personal leave, up to the maximum of six (6) days.
- d) All personal leave days must be for half or full day increments and shall not exceed the duration of the full shift. Any absences exceeding half of the scheduled shift will require a full day allotment.
- e) Personal Leave days may be used in single day increments or multiple day increments.
- f) For clarity, a “day” will be equal the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.
- g) When using a personal day, it is expected that individuals will notify the company as outlined in Article 6 i) in collective agreement.
- h) The Personal Leave bank will be renewed every January of a calendar year and will not be carried forward to the next calendar year.
- i) Personal Leave entitlements will not be eligible for “pay out” for any unused days.

Section 3: Full Time Medical Leave

- a) For clarity, a “day” will be equal to the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.
- b) All medical days must be taken in full day increments and shall not exceed the duration of the full shift. Upon request, if an employee must leave or arrive for work late due to one of the reasons stipulated for medical leave, they will receive pay for the remainder of the shift if eligible, however a whole day will be deducted from their medical leave entitlement.
- c) Medical Leave will be defined as a bank of days and is separate from the Personal Leave bank.
- d) For clarity, a “day” will be equal to the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.

- e) A full-time employee who has been employed by the company for more than, twelve (12) months, as of January each subsequent year, will be entitled to ten (10) days medical leave in their bank, provided they are “active”.
- f) If an employee is inactive and has been approved for a legislative leave or unpaid personal leave, then they will be entitled to accrue medical leave as per the Canada Labour Code.
- g) As of December 31st, each calendar year an employee with twelve (12) months of continuous service will be eligible for pay out as per chart 1 below, payouts will be on the first (1st) pay period of January. Employees that are inactive, will be paid out within thirty (30) days of return to active status.

Medical Leave Payment Chart 1: (Payments as of January in the given year)

Sick Days Taken	Sick Day Pay-Out
0 days taken	10 sick days paid out
1 days taken	9 Sick Days Paid Out
2 days taken	8 Sick Days Paid Out
3 days taken	7 Sick Days Paid Out
4 days taken	6 Sick Days Paid Out
5 days taken	5 Sick Days Paid Out
6 days taken	4 Sick Days Paid Out
7 or more days taken	0 Sick Day Paid Out

Section 4: Medical Leave (Effective January 1, 2023) New Full Time Employee and Part Time Eligibility

- a) All employees with the assigned status of:
 - i. Part-Time; or
 - ii. Full time employees hired after January 1st each year, that have less than 12 months of service.

They will be provided the following (CLC regulations):

- i. The employee, provided they are of active status, will earn medical leave with pay after completing an initial 30-day qualifying period of continuous employment with the company.
- ii. After completing the initial 30-day qualifying period, they will earn for the first 3 days of medical leave with pay.
- iii. After receiving the first 3 days, they will earn 1 further day at the start of each month after completing 1 month of continuous employment, up to a maximum of 10 days per year.
- iv. If an employee is inactive and has been approved for a legislative leave or unpaid personal leave, then they will be entitled to accrue medical leave as per the Canada Labour Code.

- v. For Part Time employees: Any days of medical leave with pay that you do not take in a year will be credited to you at the beginning of the new year up to a maximum of 10 days.
 - vi. For Full Time employees: The first January following the date of hire, a full-time employee will be assigned medical leave as outlined in Section 3, of this document.
- b) Medical Leave will be defined as a bank of days and is separate from the Personal Leave bank.
- c) For clarity, a “day” will be equal to the daily shift, based on the bid or Company assigned or approved schedule for that day. Overtime will be excluded.

- d) If an employee is inactive and has been approved for a legislative leave or unpaid personal leave, then they will be entitled to accrue medical/sick leave as per the Canada Labour Code.

Section 5: Sick Time – Carry Over (Effective January 1, 2023)

- a) As of January 1, 2023, should an employee have carried over sick time from 2022 the remaining hours will be converted to days (rounded up to the nearest whole day based on the employees’ current schedule as of to be determined). The employee shall have the following options (only for the value of the carry over from 2022):
- i. Elect to have the value (balance) of the carry over into the next year or
 - ii. Elect to have the balance paid out in January of a given year.
- b) Medical maybe used in, single day increments or multiple day increments.
- c) When using a medical day, it is expected that individuals will notify the company as per Article 6 i) in the collective agreement.

Section 6: Definition of Medical leave guidelines for use:

- a) As an employee, you are entitled to up to 10 days of Medical leave with pay per calendar year for:
- i. illness or injury
 - ii. organ or tissue donation
 - iii. attending medical appointments, or
 - iv. to quarantine
- b) As an employee you can be entitled to take medical leave with pay for the employee’s regular schedule of work.
- c) An employee cannot take medical leave with pay on a day that the company does not schedule them.

Section 7: Medical Notes

- a) For any medical/sick leave that is five (5) or more days in length. It may be required to provide appropriate documentation, supporting the leave.

Section 8: Conclusion

For clarity, upon separation of employment, no used medical/sick leave or personal leave will be paid out to the employee, unless the Canada Labour Code specifies this payment.

Understanding the Federal Government can amend either the Personal Leave and/or Medical Leave regulations, at any time. Should the provisions change, the parties agree to meet to discuss the changes in legislation and changes will only be made by mutual agreement.

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

- a) The Employer shall provide a benefits plan (“the Plan”), excluding Long Term and Short Term Disability coverage, to all Full-time and Permanent Part-time Employees and eligible dependants coming under the jurisdiction of this Agreement. The Employer shall provide, on behalf of the Employees, a benefits plan sponsored by the Employer (“the Plan”), including Long Term and Short Term Disability coverage, to all Full-time Employees who have attained Level 3 CATSA Certification and have completed three (3) calendar years of service, as per their “Start Date” from Article 1 f), point 5.
- b) Any Full-time or Permanent Part-time Employee, who is hired by the Employer after the effective date of the Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from their “Start Date” of employment with the Employer.
- c) It will be the responsibility of the Employer to ensure that all Employees are enrolled in the Plan and to make premium remittances on their behalf.
- d) It shall remain the Employer’s responsibility to provide the enrollment documentation or the applicable enrollment forms, for the Health and Welfare plan. In addition, it shall be the responsibility of the employee to fully complete the necessary documentation to finalize their enrollment in the Health and Welfare plan.
- e) The following premiums associated with the Health and Welfare benefits for full-time employees, who become eligible, as per the plan details, shall be paid for by the Employer:
- Life and AD&D
 - Health and Dental
 - Short Term and Long-Term disability (for eligible members)

The premiums paid for by the employer on behalf of the employee are considered a taxable benefit. Therefore, the Employer will report the taxable benefit on the employee's T4 income tax slip. (as per the Taxable Inclusion Condition (CRA))

f) All permanent part-time employees will have the same coverage as Full-Time employees, for the following:

- Life and AD&D
- Health and Dental

Permanent part-time employees will not be entitled to Short-Term and Long-Term Disability coverage.

Part-Time employees will share the cost of the Health and Welfare plan on a seventy percent (70%) Employer and thirty percent (30%) Employee basis.

g) The Employer will provide a summary of benefit coverage to all employees, at orientation or upon request.

h) The Employer will pay its portion of the cost of benefits only during the period of the leave below, providing the Employee pays their portion of the cost of benefits during the leave. After said periods, the employee will be responsible to pay the total amount of the benefits to maintain their benefit coverage, should they decide to maintain coverage:

- Employees on an approved WCB claim shall receive paid benefit coverage by the Employer to a maximum of 12 months from date of injury;
- Employees who are on and have qualified for Short Term Disability (STD) or Sick Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to 27 weeks;
- Employees who are on and have qualified for Bereavement Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer.
- Employees who are on and have qualified for Compassionate Care Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to twenty-eight (28) weeks;
- Employees who are on and have qualified for Critical Illness Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to 37 weeks;
- Employees who are on and have qualified for Leave Related to the Death or Disappearance of a Child in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to 52 weeks, or 104 weeks as the case may be;
- Employees who are on and have qualified for Maternity Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to 17 weeks; and

- Employees who are on and have qualified for Parental Leave in accordance with the Canada Labour Code shall receive paid benefit coverage by the Employer for up to 63 weeks;

Before any employee begins a Leave the Employer must inform the employee of their benefit coverage details and advise the employee of their rights to Employer paid coverage. The Employee must inform the Employer, before the beginning of the above-mentioned leave, or within a maximum of seven (7) calendar days of the receipt of the Employer communication, that they wish to pay their portion of the benefit during said period. The Employee must provide post-dated cheques for said amounts to maintain the benefits for the duration of the leave or after, if desired.

An Employee that wishes to maintain their benefits for any period after the above period of the leaves, must inform the Employer in writing and provide post-dated cheques for the full amount, before the termination of the Employer's contributions. If the Employee communicates such decision or informs the Employer that they do not wish to maintain their benefits, they shall not be responsible for any cost incurred by the Employer.

Any Employee that fails to pay their portion (or all, when applicable) will see their benefit coverage ceased immediately.

- i) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer's Doctor. The Employer will not pay for the initial medical exam required by Transport Canada or for Doctor's notes related to absenteeism.
- j) Alberta Health and Wellness coverage will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the Employee, for all full-time Employees who have reached Level 3 CATSA Certification, and have completed three (3) calendar years of service.
- k) The Company will reimburse up to fifteen dollars (\$15) each per year for a flu shot and for Hepatitis B vaccinations, upon presentation of a receipt.
- l) There will be no alterations or substitutions to the benefit plan without prior consultation and agreement of the Union.

ARTICLE 24 – RRSP PLAN

- a) Effective August 1, 2023, the employer will contribute one dollar and twenty-five cents (\$1.25) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification to the Garda Group RRSP.

- b) Employer, and employee (where applicable), contributions and remittances shall be made bi-weekly, in conjunction with the pay period to which they apply.
- c) The Employer will contribute a one-time lump sum contribution to the Garda Group RRSP, equal to the amount of an individual's accrued contribution from June 1, 2022, until August 31, 2023, provided they had Level 3 CATSA Certification prior to August 31, 2023. The accrual is based on one dollar and twenty cents (\$1.20) per hour for each hour worked for all employees that achieved Level 3 CATSA Certification.

Effective March 1, 2024, the accrual is based on one dollar and thirty cents (\$1.30) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification.

- d) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 23 a) will be paid to that employee on each pay cheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction.

e) Employee Voluntary Contributions:

The Employer agrees to deduct, by way of regular payroll deduction, and remit to the Garda Group RRSP, voluntary employee contributions which are above and beyond those contributions outlined in Article 24 a).

A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. This voluntary contribution will remain in force for a minimum of 12 months and can be renewed.

- f) The total amount of retirement contributions remitted by the Employer on behalf of the Employee cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the Employee's contribution made outside the employment relationship. For greater clarity, it is the Employee's responsibility to ensure they do not exceed their annual contribution limits. If the Employee exceeds the annual maximum contribution limit because of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the Employee.
- g) Both the Union and Company will meet to develop a RRSP transition plan, no later than August 1, 2023.

ARTICLE 25 – WAGE RATES

Effective April 1, 2023:

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
		3.25%	3.25%	3.50%	3.75%
Level 1	\$20.47				
Level 2	\$21.67				
		\$24.16	\$24.99	\$26.08	\$27.34
TS Premium Rate	\$30.76				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

Effective October 1, 2023:

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
		3.25%	3.25%	3.50%	3.75%
Level 1	\$20.47				
Level 2	\$ 21.67				
		\$24.95	\$25.80	\$26.99	\$28.36
TS Premium Rate	\$31.90				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

Effective April 1, 2024:

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
		3.25%	3.25%	3.25%	3.25%
Level 1	\$20.47				
Level 2	\$21.67				
		\$25.76	\$26.64	\$27.87	\$29.29
TS Premium Rate	\$32.95				
Hours of Service		0 - 2080	2081 - 4160	4161 - 6240	6241 +

The Training Specialist premium rate is twelve and one-half percent (12.5%) above the Level 3.4 rate in effect at any time.

ARTICLE 26 – SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharged, or resigns, they shall receive their final pay cheque including all monies owing to them, subject to Article 8 (d) by their next regular payday.

- b) The Employer shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) calendar days, for any reason, within seven (7) calendar days of the last day worked or terminated.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and material(s) issued to them by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item wilfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.

ARTICLE 27 – INSPECTION PRIVILEGES

- a) 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 28 – RE-CERTIFICATION EVALUATIONS, EXTRA SKILLS or REQUIREMENTS

- a) When the Employer requires any employee to take a First Aid course, or a course of any other type, it will be paid for by the employer and 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.
- b) Re-certification evaluations are recognized as a tool for improving performance levels. Screening Officers whose evaluation results require improvement will be given on the job training (OJT) from a TS other than the TS that conducted the original evaluation. Evaluation results will be discussed with the Screening Officer involved and a member of management, if required.
- c) All employees, at their option, can participate in French language courses that are pre-approved by the company, allowing them to achieve standards set to meet OLA obligations. The employee will be reimbursed to attend these classes on their own time without pay. The employer will reimburse the pre-approved course fee under the condition that the employee meets the requirements of the Office of the Commissioner of Official Languages, accepts the designation of Bilingual Employee and remains employed for a period of twelve (12) months following the designation of Bilingual Employee.

ARTICLE 29 – PARKING ALLOWANCE

- a) The Employer shall pay one hundred percent (100%) of the cost of staff parking for employees at the Calgary International Airport hired on or prior to November 4, 2015.

For employees hired after November 4, 2015, the Employer will pay fifty percent (50%) of the cost of staff parking.

ARTICLE 30 – SAVING CLAUSE

- a) 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. 10 - Grievance Procedure, herein.

ARTICLE 31 – COMPENSATION COVERAGE

- a) The Employer shall provide coverage to all employees for injury on the job under the Workers' Compensation Act of the Province of Alberta, or under an Insured Plan which provides coverage of compensation equal thereto.

ARTICLE 32 – STRIKES and PICKET LINES

- a) There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Agreement, excepting those strikes as provided under the Federal Labour Code.
- b) All disputes and grievances of either Party shall be settled as quickly as possible under the Grievance Procedure outlined herein.
- c) 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 33 – UNIFOR LOCAL 2002 EDUCATION FUND

- a) The UNIFOR Local 2002 Education Fund shall be used for the training and development of Union Stewards and for other education or development within the Local.
- b) The Employer shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the UNIFOR Local 2002 Education Fund by the twentieth (20th) of the month following the month to which they refer.

ARTICLE 34 – UNION-MANAGEMENT COMMITTEE

- a) In order to promote sound relations at work, the parties agree to schedule Union Management Committee meetings once every three (3) months, or as mutually agreed, during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about issues of mutual concern between the Employer, the employees and the Union. Meetings can be increased by joint agreement.
- b) The Union may bring up to four (4) Stewards to the meetings. Stewards shall be paid at their regular rate of pay for attendance at a Union-Management meeting, the cost of which shall be shared between the Employer and the Union.
- c) The minutes of each meeting shall record the business of the meeting and a copy shall be approved by both parties.

ARTICLE 35 – HEALTH AND SAFETY

- a) The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably to be known to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Collective Agreement and/or Employer Policy

- **Discrimination / Harassment Prohibited**

The Employer and the Union agree that discrimination and/or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or

disability is absolutely prohibited.

- Sexual Harassment

Sexual harassment means any deliberate and / or repeated, unwelcome behavior, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.

- Bullying

Bullying is usually seen as acts or verbal comments that could “mentally or psychologically” hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. Unlikely to involve physical violence, it usually takes the form of psychological abuse. Often, verbal and strategic insults are intended to prevent targets from being successful in their job.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action contravening this may constitute grounds for discipline up to and including termination.

b) Complaint Procedure

Any complaint involving allegations of discrimination or harassment, as defined in Article 35 a) may be reported in confidence directly to the General Manager or the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing. A Union Representative or Steward will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

c) The Employer and the Union realize the benefits derived from adherence to the appropriate federal Canadian Centre for Occupational Health and Safety Regulations (CCOHS) policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

The Employer will make reasonable provisions for the safety and health of its employees during the

hours they are actively at work.

The Union will co-operate to promote adherence to the appropriate federal regulations, policies, practices and procedures.

A Health and Safety Committee shall be established in accordance with the federal regulations including:

- Not fewer than two (2) regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- Membership chosen by and representing the members and the Employer. In no case shall the Employer's representatives outnumber those of the members, and
- A Chairperson and Secretary elected from and by the members of the committee. Where the Chairperson is an Employer member the Secretary shall be a Union member and vice versa.

d) Reporting Unsafe Conditions

Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

- The use or operation of a machine or thing presents a danger to themselves or a co-worker; or
- A condition exists at work that presents a danger to them. In order for an employee to refuse dangerous work, the employee must follow the proper procedure as outlined in Part II of the Canada Labour Code.

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

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

f) The Employer agrees to maintain provisions for the safety of its employees during the hours of employment and to provide an accident prevention program with reference to accident hazards for the safety of employees. The Union members of the Health and Safety Committee shall be elected by the members of the Union.

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Employer, should the matter not be resolved between the Health

and Safety Committee and the Employer. The Employer agrees to adhere to all of the applicable requirements of Part II of the Canada Labour Code.

- g) Each employee shall use or wear the equipment, materials and protective devices or clothing the Employer requires to be worn or used.
- h) As gloves are required to be used as part of regular personal protective equipment (PPE), any issue regarding allergies, rashes or irritancy that the gloves may cause will be dealt with swiftly and consistently on an individual basis.
- i) Employees are required to report any workplace accident / injury to the Employer immediately. If as a result of a workplace injury / illness an employee will miss any time beyond the day on which the injury / illness occurs the employee must be seen by a doctor of their choice and provide the Employer with proof of same.
- j) The Employer shall ensure that when working at access points or work stations where drinking water is not supplied or nearby, employees' requests for drinking water will not be unreasonably denied.
- k) The Employer shall ensure that employees working alone receives timely support when making requests for washroom breaks or rotations.

ARTICLE 36 – TECHNOLOGICAL CHANGE

- a) The Employer shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of employees.
- b) In the event the technological change will have a negative impact on employment levels, the Employer will meet with the Union without delay with a view to exploring ways to mitigate the impact of the technological change on affected employees. If no agreement can be reached, this will be subject to the grievance procedure outlined in Article 11.

ARTICLE 37 – LAWSUITS

- a) The Employer will provide, at no cost to the employee, the services of a lawyer in the event of a legal pursuit where the Employer is satisfied that the pursuit results from legal actions taken by the employee in the regular course of their functions, and proper practices and procedures were followed.

ARTICLE 38 – INTERFERENCE

- a) The parties recognize the need for integrity and respect in the workplace. To that end, all parties commit to fostering a respectful environment in working areas that is safe for all parties.
- b) The union recognizes that employers may need to use camera or video surveillance but agree that the primary purpose of the use of surveillance is to secure the buildings and not to evaluate the performance of employees, or to monitor their behaviour or conduct.

LETTER OF UNDERSTANDING #1

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR Local 2002

(herein referred to as the Union)

RE: Shift Trade and Donate Procedures

The Parties hereto agree to the following:

- 1) Shift trades and donates must be submitted electronically in the automated system at least twelve (12) hours prior to the start of the earliest applicable shift. Where the system does not accept the request, or when the employee is unable to utilize the automated system, it must be submitted on the form supplied, legible and in full.
- 2) Urgent exceptions may be approved on a case-by-case basis by a Manager or designate.
- 3) Where the form is used, both parties must sign the shift trade/donate form.
- 4) Both parties must ensure that the shift trade or donate has been processed by the system or otherwise approved by a Manager or designate.
- 5) Employees who donate their shift will NOT be eligible for overtime that day.
- 6) Shift trades and donates are paid at straight time and do not count towards maximum hours per day or forty (40) hours a week.
- 7) Overtime is only paid out on a shift trade or donate when you are requested to stay for additional hours by the employer and the hours exceed the normal length of the shift you accepted to work.
- 8) An employee may not combine shift trades or donates with their regular schedule if the combination exceeds more than twenty-one (21) consecutive days without a day off. Shift trades and donates 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.

- 9) Any employee will be allowed to donate a maximum of fifty percent (50%) of their scheduled shifts in any eight (8) week period, providing they work enough hours to maintain their certification.
- 10) Failure to comply with the proper shift trade and donate procedures may result in a loss of shift trade and donate privileges for the employee concerned. For a period of up to four (4) consecutive weeks.
- 11) Training Specialist accepting level 3 shifts will work as level 3 unless approved and scheduled in advance by training manager.
- 12) Pre-Certs can only shift trade and donate amongst Pre-Certs.

LETTER OF UNDERSTANDING #2

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR Local 2002

(herein referred to as the Union)

RE: Non-Passenger Vehicle Screening (NPS V)

The parties hereto agree to the following:

Where different NPS V shifts overlap and the Screening Officer working in NPS V will be utilized in a PBS location, it is understood that every reasonable effort will be made to have such utilization take place at the beginning of the Screening Officer's shift so they may end their shift in their respective NPS V location.

The shift committee will identify a gender balance for the NPS V overnight positions. In the event the desired gender balance is not achieved in the bid, the last two (2) remaining shifts will only be eligible for bid by the Screening Officers that will satisfy the correct gender balance. Where no one bids on the remaining two (2) shifts, two (2) relief positions will be created and the NPS V vacancies will be filled by Full-time Relief Screening Officers who satisfy the correct gender balance.

Additionally, in the event a Screening Officer is not permitted to bid one of the remaining shifts consistent with the foregoing, the affected Screening Officer may choose to bid a Full-time Relief shift with the same fixed days off cycle as they would have had if they had been able to bid their NPS V shift, or alternately, any other Relief shift.

LETTER OF UNDERSTANDING #3

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR Local 2002

(herein referred to as the Union)

RE: Out of Town Work

Should the Employer have an obvious need for support at another Alberta Airport represented by UNIFOR Local 2002 the Parties here to agree that Screening Officers covered by this agreement may travel out of town to provide said support so long as:

- 1) The General Manager, or designate, contacts the Local Union directly to discuss the need for support.
- 2) A notice of the need for support will be posted to all employees and the date for acceptance of applications will be no less than seven (7) calendar days after the date of posting.
- 3) The posting will include, but is not limited to, the following information:
 - Location of Airport
 - Expected dates of departure/return
 - Mode of transportation to and from the out of town airport
 - Name, location and contact information of the hotel where the employees will stay for the duration of their time away from base
 - Work/shift schedule that the employees will work
- 4) As per Article 16 (b), seniority, subject to the particular employee being capable and having the appropriate CATSA Certification for any work which is to be done, shall be the governing factor for the selection of employees to work out of town.

- 5) Should the need for support be such that seven (7) calendar days' notice cannot be provided, the Employer will offer out of town work to employees by way of a call out, in seniority order.
- 6) Per Diem in the amount of seventy-five dollars (\$75.00) per day will be paid to each employee inclusive of day of departure and the day of return to home base.
- 7) Should the employees be required to use their personal vehicle for travel, mileage in the amount of forty-eight cents (\$0.48) per kilometer will be paid. Mileage will be based on the round trip distance from the Calgary International Airport to the out of town airport. Travel time will be paid as regular hours worked.
- 8) Should the hotel be a distance of more than ten (10) kilometers from the out of town airport and no transportation be provided by Employer, the same mileage outlined above will be paid and will be based on the round trip distance from the hotel to airport.
- 9) Per Diems and Mileage will be paid by separate cheque on regular pay periods and will not be subject to deductions.

LETTER OF UNDERSTANDING #4

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR Local 2002

(herein referred to as the Union)

RE: Pre-Cert Employees

- 1) A Pre-Cert Employee shall be defined as an employee who:
 - a) Is hired by the Employer with the intention of becoming a permanent employee; and,
 - b) Does not perform inspection duties and has applied for, but does not yet possess, a valid RAIC/Security Clearance.
 - c) Should there be changes to the Pre-Cert program, including duties, the company is committed to reviewing with union representatives prior to implementation of any changes to the program or duties.
- 2) A Pre-Cert Employee shall:
 - a) Be employed for a period of not more than one hundred twenty (120) calendar days, pending an extension by the Employer; and,
 - b) Be removed from service and place into the next available SOF Course once they receive a RAIC/Clearance.
- 3) A Pre-Cert Employee will be assigned work schedules by the Company as follows:
 - a) The Company shall build and assign Part-Time shift schedules to Pre-Cert Employees that have the same start times and no more hours than existing Permanent Part-Time shifts.
 - b) Once a Pre-Cert Employee vacates a shift line, that shift line will be removed from the shift plan.
- 4) Pre-Cert Employees shall be held on a separate employee seniority list.
- 5) Pre-Cert Employees shall be paid the Level 1 rate of pay, starting with their first day of employment, including the orientation/administration day.
- 6) The following clauses in the Collective Agreement do not apply to the Pre-Cert Employees:
 - a) Article 14 – Vacations

- b) Article 16 a) Seniority
- c) Article 22 – Health and Welfare Plan
- d) Article 23 – RRSP Plan

LETTER OF UNDERSTANDING #5

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR Local 2002

(herein referred to as the Union)

RE: Article 17 j)

Notwithstanding Article 17 j), the Employer may schedule shifts to start between 0200 and 0400 hours during the life of this Collective Agreement, if it is required for operational purposes.

LETTER OF UNDERSTANDING #6

BETWEEN: **GARDA SECURITY SCREENING INC.**

Calgary International Airport

(herein referred to as the Employer)

AND: **UNIFOR LOCAL 2002**

(herein referred to as the Union)

RE: REDUCTION OF WORKFORCE

The Parties hereto agree to the following:

If there is to be a reduction of the workforce, resulting in either temporary or permanent lay offs of the employees, the company will provide written notification to the union. It is expected that the company will provide as much notice as possible to union, while maintaining federal guidelines.

Both the union and company will meet to discuss possible alternatives or additional measures that can be adopted.

LETTER OF UNDERSTANDING #7

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR LOCAL 2002

(herein referred to as the Union)

RE: DOMESTIC VIOLENCE

The employer and union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. The parties agree to continue meeting to assess possible further program enhancements to accommodate employees who are victims of domestic violence.

Employees will continue to be made aware and have continued accessibility to Employer designated supports. This includes possible leaves and support resources. Focus shall remain on the education and awareness. Should an individual need assistance, they are assured that the highest level of confidentiality will be maintained by both the employer and the Union.

LETTER OF UNDERSTANDING #8

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR LOCAL 2002

(herein referred to as the Union)

RE: Bilingual Screening Officer Premium

Effective ratification Bilingual designated Screening Officers will be paid a premium of one dollar (\$1.00) for all hours worked if they bid or accept a bilingual backfill and stay in designated bilingual line.

LETTER OF UNDERSTANDING #9

BETWEEN: GARDA SECURITY SCREENING INC.

Calgary International Airport

(herein referred to as the Employer)

AND: UNIFOR LOCAL 2002

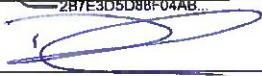
(herein referred to as the Union)

RE: Lunchroom and Storage Space

A joint committee will be established between the Company and the Union to meet monthly. These meetings are for the purpose of locating and securing additional space for the areas:

- A lunchroom in the international terminal that can accommodate twenty (20) people at one time
- A storage room for personal belongings and employer/CATSA provided apparel in the International Terminal Building equipped to accommodate all staff deployed to that area
- Storage room for personal belongings and employer/CATSA provided apparel in the Domestic Terminal A equipped to accommodate all staff deployed to that area

ON BEHALF OF THE EMPLOYER:
Garda Security Screening Inc.
Calgary International Airport

DocuSigned by:
Deborah Taylor
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Sparks
JB

ON BEHALF OF THE UNION:
UNIFOR
Local 2002

Deborah Taylor
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