

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its agent Union of Northern Workers)

and

RECEIVED
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AEROGUARD INC.

Effective From: April 1, 2004
To: March 31, 2007



Union of Northern Workers
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Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the well-being and increased productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement;
 - (b) "Allowance" means compensation to an employee in addition to his/her regular remuneration payable for the performance of his/her position;
 - (c) "Bargaining Unit" means all employees of Aeroguard (Western) Security Services employed at the Yellowknife, Norman Wells, Fort Smith, Inuvik and Hay River Airports in the Northwest Territories, excluding the site manager, Yellowknife;
 - (d) "Casual Employee" means a person employed on an as-needed basis to replace a full-time or part-time employee;
 - (e) "CATSA" means the Canadian Air Transport Security Authority;
 - (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse;
 - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment;
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;

- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave of absence;
- (j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of his/her former position;
- (k) "Dependant" means a person residing with the employee who is:
 - (i) that employee's spouse (including common law)
 - (ii) child, including step-child, and adopted child who:
 - 1) is under nineteen (19) years of age and dependent upon him/her for support; or
 - 2) dependent upon him/her by reason of full-time attendance at an educational institution; or
 - 3) is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means Aeroguard Inc.;
- (n) "Full Time Employee" means a person employed on a continuous basis for 40 hours per week or more;
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure. This clause can also refer to a grievance filed by the Employer against the Union;
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement;
- (q) "Layoff" means an employee whose employment has been terminated because of lack of work, or lack of funding;
- (r) "Leave of Absence" means absence from duty with the Employer's permission;
- (s) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy;

- (t) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work;
 - (u) "Part-time Employee" means a person employed on a continuing basis for less than forty (40) hours **per** week;
 - (v) "Probation" means a period of ninety (90) calendar days from the day upon which an employee commences his/her first paid day of employment;
 - (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
 - (x) "PSAC" means the Public Service Alliance of Canada;
 - (y) "Representative" means a person who is authorized to represent the Union;
 - (z) "Termination Pay" means pay in lieu of notice upon layoff;
 - (aa) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
 - (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday;
 - (cc) "Union" means the Public Service Alliance of Canada, as represented by its agent the Union of Northern Workers.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act*.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

Article 3

Recognition

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

Article 4 **Application**

- 4.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 4.02 The English text of this Agreement is official. If there is a contradiction between the English text and its translation into any other language, the English version shall govern.

Article 5 **Future Legislation**

- 5.01 In the event that any law passed by the Parliament of Canada renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties cannot agree, any dispute may be referred to arbitration.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

Article 6 **Strikes and Lockouts**

- 6.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 6.02 No employee shall be required to do any **struck work**. No employee shall suffer a loss of pay or benefits as a result of a refusal to do any struck work.
- 6.03 No employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

Article 7 **Managerial Rights and Responsibility**

- 7.01 The Union agrees that the Employer has the exclusive right to manage its business and shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with the terms of this Agreement.

Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- (a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (b) to hire, transfer, promote, demote, classify, assign duties, lay-off, recall, discharge and suspend or otherwise discipline employees for just cause;
- (c) to determine the method of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees at any one time; and
- (d) to deter the appropriate mix of employees relative to requirements for male/female screening agents (CATSA same sex physical search policy), and bilingual screening agents (should CATSA designate Yellowknife Airport as bilingual). The sex of a screening agent and/or their bilingual capacity may supersede seniority with respect to shift bids and scheduling.

The Employer recognizes that the Union has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

- 7.02 The exercise of the Employer's rights shall not alter any of the specific provisions of this Agreement.
- 7.03 Written discipline maybe issued only by supervisors and those above.
- 7.04 The Union recognizes that the Service Delivery Manager will provide screening functions as part of their regular duties. The Employer agrees that the performance of such duties will not result in the lay-off or a reduction in hours of work of any employee.

Article 8 **Human Rights**

Freedom from Discrimination

- 8.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex including pregnancy and childbirth, sexual orientation, gender identity, marital status, family status, disability, language, political affiliation, conviction for which a pardon been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under this Agreement.

Equal Pay for Work of Equal Value

- 8.02 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Freedom from Sexual Harassment

- 8.03 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature

- (a) that is likely to cause offence or humiliation to any employee;
- (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 8.04 Every employee is entitled to employment free of sexual harassment.

- 8.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

- 8.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.

- 8.07 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

- 8.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

- 8.09 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

Freedom from Workplace Violence

- 8.10 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

- 8.11 Every employee is entitled to employment free of workplace violence.

- 8.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 8.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 8.14 The Employer **will** take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 8.15 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary or remedial measures in relation thereto.
- 8.17 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence. The Employer will post Zero Tolerance signs in the screening area provided permission is granted by the airport authorities.

Article 9 **Employer Directives**

- 9.01 The Employer shall provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of this Agreement.

Article 10 **Union Access to Employer Premises**

- 10.01 The Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 11 **Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

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Article 12 **Check Off**

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 12.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Article 12.01 shall be remitted to the Comptroller of the PSAC by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer may make deductions for other purposes upon the request of the employee and upon the production of appropriate documentation.
- 12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of membership fees deducted for the applicable year.

Article 13 **Information**

- 13.01 The Employer agrees to provide the Union annually or upon reasonable request concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number, and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

Annually or upon reasonable request, the Employer shall provide separate listings for employees who are normally scheduled to work full-time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full-time, that is fewer than the regular hours per week.

- 13.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit. Any new exclusions shall be arbitrable under Article 30.

Publication of Agreement

- 13.03 The Employer shall provide each employee with a copy of this Agreement.
- 13.04 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.
- 13.05 The Union will facilitate the printing of this Agreement, which shall be cost-shared 50/50 with the Employer.

Article 14
Time Off for Union Activities

- 14.01 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
 - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;
 - (c) any proceeding under Article 30 – Grievance Procedure and Arbitration, except for an employee" who is on suspension without pay;
 - (d) meetings with the Employer on behalf of the Union during normal working hours.
- 14.02 The Employer shall grant leave without pay to a reasonable number of employees in respect to:
- (a) conventions, conferences, and executive council meetings of the Union;
 - (b) training related to the duties of a Representative of the Union.

An employee on leave under this section shall be paid by the Employer and the Employer shall be reimbursed all associated employment costs from the Union.

Preparatory Meetings and Contract Negotiations

- 14.03 The Employer will grant leave without pay for two (2) employees to attend preparatory contract negotiations meetings. The Employer will grant leave without pay for two (2) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations. Effective April 1, 2004, on April 1st of each year the Employer shall provide the Public Service Alliance of Canada with a cheque for \$1,000 to be used for representation purposes, as the Union sees fits. (This payment

is to be used to offset the costs of lost time paid for preparatory meetings and contract negotiations; any surplus not used for this purpose will be forwarded as an additional contribution to the Social Justice Fund.)

Article 15

Provision of Bulletin Board Space and Other Facilities

- 15.01 The Employer shall provide bulletin board space clearly identified for exclusive Union use.

Article 16

General Holidays

- 16.01 The following days are designated paid holidays for Employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) National Aboriginal Day;
- (e) Canada Day;
- (f) The first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;

- 16.02 When the Employer requires an employee to work on a designated paid holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid, in addition to the pay that he/she would have been granted had he/she not worked on the designated paid holiday, the applicable overtime rates for all regularly scheduled hours of duty or overtime as applicable.

- 16.03 Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the designated paid holiday shall not count as a day of leave.

- 16.04 Where operational requirements permit, an employee shall not be required to work both Christmas Day and New Year's Day. In any case an employee shall not be required to work both Christmas Day and New Year's Day in two (2) consecutive years.
- 16.05 All Employees shall be entitled to an additional designated paid holiday if said designated paid holiday is proclaimed by the Federal Government of Canada.

Article 17

Hours of Work

- 17.01 The Employer shall make every reasonable effort to provide up to forty (40) scheduled hours of work per week. Full-time employees shall be given preference based on seniority for scheduled hours should a reduction in scheduled hours occur. At the discretion of the Employer, employees may be subject to rotation and split shift scheduling.

Shift Rotation

- 17.02 Notwithstanding 17.01, the Employer may average an employee's hours over no more than a two (2) month period as long as the average scheduled hours is no less than forty (40) hours per week.

Days of Rest

- 17.03 Every employee is entitled to two (2) consecutive days of rest if he/she works five (5) days per week, or to three (3) consecutive days of rest if he/she works four (4) days per week.

Split Shifts

- 17.04 Split shifts are defined as those shifts with an unpaid period of more than one (1) hour. Shifts shall not be split to the extent that a period in excess of sixteen (16) hours exists between the initial starting time of the split shift to the quitting time at the end of the split shift.
- 17.05 No employee shall be called into work for less than four (4) hours in any one day. If no work, or insufficient work is available, said employee will be paid the four (4) hours at his/her regular rate of pay.
- 17.06 The Employer shall endeavour to post work schedules at least fourteen (14) calendar days in advance of the implementation of the work schedule. The Employer, however, may change posted work schedule due to unforeseen circumstances, in which case, the Employer shall endeavour to contract the employee(s) concerned at least twenty-four (24) hours before such change.
- 17.07 An employee who works four (4) hours per day shall be entitled to one (1) 15-minute paid rest break at a mutually agreed time.

- 17.08 An employee who works *six* (6) hours per day shall be entitled to one (1) 15-minute paid rest break and one (1) one-half hour paid meal break at mutually agreed times.
- 17.09 An employee who works eight (8) hours per day shall be entitled to two (2) 15-minute paid rest breaks and one (1) one-half hour paid meal break at mutually agreed times.
- 17.10 An employee who works twelve (12) hours per day shall be entitled to three (3) 15-minute paid rest breaks and one (1) one-half hour paid meal break at mutually agreed times.

Article 18 **Overtime**

- 18.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work;
 - (b) "Straight time rate" means the hourly rate of pay;
 - (c) "Time and one-half" means one and one-half times the straight time rate;
 - (d) "Double time" means twice the straight time rate.
- 18.02 Subject to operational requirements, the Employer shall make every reasonable effort:
- (a) to allocate overtime **work** on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime. Where an employee wishes to refuse overtime for an extended period he/she shall so advise the Employer in writing.
- 18.03 Overtime shall be compensated at a rate of time and one-half (1½ X)
- 18.04 Where an employee is required to work four (4) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance in the amount of fourteen dollars (\$14.00).
- 18.05 Each and every time an employee reports to work as per the published schedule or at the request of the Employer, that employee shall receive a minimum of four (4) hours pay at the straight time rate..

Article 19

Pay

- 19.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A.
- 19.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.
- 19.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period.
- 19.04 When overtime compensation is paid, the pay statement shall indicate the pay periods, rates of overtime, and the number of overtime hours.

Acting: Pay

- 19.05 When an employee is required by the Employer to perform the majority of the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated from the date of which he/she commenced to act in this position at the pay level that he/she would normally receive as if he/she was appointed to this position.
- 19.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

Salary Increases

- 19.07 The Employer agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- 19.08 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

Pay Recovery

- 19.09 (a) Where an employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing, of the amount overpaid' and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule. No recoveries shall be made until the employee signs an authorization form for

the deductions agreed upon. Once a recovery schedule has been agreed upon, the employee shall not delay or refuse to sign the authorization form.

- (b) If more than two (2) years has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.
- (c) Subject to Article 19.09(a), a recovery schedule for an overpayment will be devised so that the recovery will proceed with the smallest percentage necessary to recover the overpayment over a two (2) month period and in no case shall the percentage be over 25% of gross pay, If an overpayment is such that a percentage greater than 25% of gross pay would be required to complete the recovery within the two (2) month period, then the recovery shall be limited to 25% of gross pay and the recovery period shall be appropriately extended.

Article 20 **Reporting Pay**

- 20.01 If an employee reports to work for his/her regularly scheduled workday and there is a change in his/her workday assignment or there is insufficient work available, he/she shall be entitled to one (1) day of work. When no work is available he/she shall receive compensation of one (1) day of pay at the straight time rate.
- 20.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- 20.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid compensation at the appropriate overtime rate for all hours worked, subject to a minimum of four (4) hours.

Article 21 **Call Back Pay**

- 21.01 "Call Back" means calling of an employee to duty after he/she has reported off duty and before he/she is next scheduled for work.
- 21.02 When an employee is called back to a place of work by the Employer for a specific duty, he/she shall be paid compensation at the appropriate overtime rate for all hours worked, subject to a minimum of four (4) hours.

Article 22 **Vacations with Pay**

- 22.01 For the purposes of this Article, "anniversary year" means the twelve (12) month period from the date an employee commenced work, and each subsequent twelve (12) month period.

- 22.02 Employees who have completed one (1) year or more of employment shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.
- 22.03 Employees who have completed four (4) years or more of employment shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.
- 22.04 Employees who have completed six (6) years or more of employment shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.
- 22.05 Annual vacation leave may be carried over into the subsequent year and must be taken no later than ten (10) months after the carry over pursuant to the *Canada Labour Code*.
- 22.06 Employees who are entitled to vacations as set forth above shall be granted their vacation leave at a ~~time~~ suitable to the Employer and employee based on seniority. The Employer shall not recall an employee to duty after he/she has had their vacation leave approved by the Employer.
- 22.07 Employees, at their option, shall have the right to split their vacation into separate periods. The Employer will do its utmost to co-operate with any employee's vacation requirements where extenuating circumstances exist. Approval remains at the discretion of the Employer.
- 22.08 The employee must request vacation pay two (2) weeks prior to the scheduled vacation, and the Employer shall pay such vacation pay by direct deposit on the regular payday.
- 22.09 When an employee's employment is terminated the employee shall be paid any remaining earned but unused vacation leave.
- 22.10 The Employer shall show an employee's vacation leave credits on the employee's pay advice. The Employer shall furnish the employee with a separate pay advice showing the particulars of vacation leave paid.

Article 23

Sick Leave

- 23.01 Effective April 1, 2004, all employees will accrue sick leave credits at the rate of 1.75% of all regular hours worked. Employees will be permitted to accrue up to a maximum of 120 hours of sick leave credits.
- 23.02 **All** absences on account of illness on a scheduled working day shall be charged against an employee's accumulated sick leave credits.

- 23.03 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness for sick leave in excess of three (3) working days.
- 23.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 23.05 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 23.06 When an employee is injured on duty the Employer will pay the employee for the balance of his/her work shift with no charge to his/her sick leave credits.
- 23.07 The Employer shall show an employee's sick leave credits on the employee's pay stub.

Article 24

Bereavement Leave

- 24.01 An employee who has been employed by the Employer for twelve (12) consecutive months shall be granted a leave of absence without loss of pay for up to three (3) consecutive days immediately following the day of death of a member of his/her immediate family.

"Immediate family" shall include spouse, parent, grandparents, child, brother, sister, mother-in-law, father-in-law and includes any relative permanently residing in the employee's household or with whom the employee resides.

The Employer may grant an additional leave of absence of up to seven (7) days without pay if in the judgement of the Employer, such leave of absence can be arranged without undue inconvenience to normal operations. Such leave will not be unreasonably denied.

Article 25

Other Types of Leave

Jury Duty

- 25.01 An employee who is required by law or is subpoenaed to serve in a jury selection process, or as a juror or as a witness in any Court of Law shall be granted leave of absence with pay for all hours they are required to be in attendance. The employee shall remit to the Employer the lesser of monies received or an amount equivalent to the wages received, notwithstanding reimbursement of expenses.

Maternity Leave and Parental Leave

- 25.02 Employees shall be entitled to receive maternity leave and parental leave pursuant to the applicable provisions of the *Canada Labour Code*.

Leave with or without Pay for Other Reasons

- 25.03 The Employer may grant leave without pay for a period not exceeding sixty (60) days to an employee provided that, except in the case of an emergency, the employee gives notice in writing of his/her request for leave without pay at least fifteen (15) days prior to the commencement of the proposed leave. Where two or more employees request the same period of leave without pay, seniority shall be the governing factor in granting any such leave without pay.
- 25.04 When returning from a leave without pay of thirty (30) days or less, under Article 25.03, the employee shall be placed on the same shift which he/she left. When returning from a leave without pay greater than thirty (30) days, under Article 25.03, the employee shall be placed on an available shift.
- 25.05 The Employer shall grant leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for duty, such as airfield/airport closure due to aircraft incident.
- 25.06 Notwithstanding any provision for leave in this Agreement, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

Article 26 **Statement of Duties**

- 26.01 The Employer will provide a complete and updated set of Standard Operating Procedures and Rules and Regulations issued by the Employer, and Security Directives issued by Transport Canada, to be located at the site, and maintained by the Employer.
- 26.02 It shall be the Employer's responsibility to bring all updates to the employee's attention. It shall be the employee's responsibility to read and acknowledge in writing on a form provided by the Employer that all correspondence and directives have been read and understood. Failure to perform a duty, which is outlined clearly in a written directive, Aeroguard Rules and Regulations, or CATSA Training and Certification program, may be grounds for disciplinary action. No action will be taken against an employee for failing to perform a duty that is not specified in any directive, Aeroguard Rules and Regulations, or CATSA Training and Certification program.

Article 27

Employee Performance Review and Employee Files

Employee Performance Review

- 27.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss, then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 30 to correct any factual inaccuracies in his/her performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals, and request any training, in-service training, re-training, or any facets of career development which may be available.
- 27.02 The Employer's representative who assesses an employee's performance must have observed the employee's performance for the total period of time that the assessment encompasses.
- 27.03 All performance related discussions between the Employer and an employee and/or the employee's Representative shall be confidential to the persons involved and take place in private.
- 27.04 The Employer shall provide any training, in-service training, or re-training required by the employee to perform his/her duties which have been or may be assigned at no cost to the employee, and shall make every reasonable effort to provide career development opportunities related to the operations of the Employer. An employee shall experience no loss of pay due to reduced hours when taking Employer required training.

Employee Files

- 27.05 The Employer agrees that no document held in the employee file will be used as evidence in any disciplinary action unless the employee has been made aware of its existence at time of filing.
- 27.06 The Employer agrees that any disciplinary action taken against an employee shall be removed from the employee's file after twenty-four (24) calendar months from the last issuance of discipline of a similar nature. Said disciplinary action shall not be used against the employee at a later date.
- 27.07 Upon request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an

employee, the employee's Union Representative shall be entitled to view and photocopy that employee's personnel file.

- 27.08 Only one file per employee for the purposes of performance evaluation and discipline shall exist.

Article 28

Classification

- 28.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected.
- 28.02 If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Article 29

Vacancies, Job Postings, Promotions, and Transfers

- 29.01 Every vacancy for positions expected to be more than six (6) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 29.02 (a) Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job:
- (b) Ability to do the job means ability to perform the normal requirements of the job following an appropriate training and trial period of a one (1) month duration.
- (c) Within the one (1) month familiarization period as specified in (b) above, the employee may notify the Employer of his/her desire to revert to his/her former position. The Employer shall facilitate this request within a reasonable period of time.
- 29.03 No employees shall be transferred to another position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his/her

seniority accumulated up to the date of transfer outside the unit, within ninety (90) calendar days of the date of transfer.

- 29.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent.
- 29.05 New employees shall not be hired when there are existing part-time employees, or employees on lay-off who are qualified and willing to perform the job. Notwithstanding the foregoing, new passenger screeners may be hired and trained by the Employer in order to retain a spare board of up to a maximum of five (5) employees.

Article 30

Grievance Procedure and Arbitration

- 30.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
 - (d) discharge;
 - (e) performance appraisals or evaluations; or
 - (f) letters or notations of discipline placed on an employee's personnel file.
- 30.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 30.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 30.04 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

- 30.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.
- 30.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such a grievance.
- 30.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

Procedures

- 30.08 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 30.09 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Service Delivery Manager)
 - (b) Final Level (Director of Operations)
- 30.10 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 30.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 30.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 30.13 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

Time Limits

- 30.14 A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article 30.08 within twenty-one (21) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. Failure to present a grievance within the time limits due to

Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.

- 30.15 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level and within fourteen (14) calendar days at the Final Level.
- 30.16 An employee or the Union may present a grievance at each succeeding level of the grievance procedure beyond the First Level
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor (and the Union as the case may be) by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor (and/or the Union as the case may be) within the time prescribed in Article 30.15 within fourteen (14) calendar days after the day the reply was due.
- 30.17 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee, and where appropriate, the Union.

Termination of Employment

- 30.18 No employee shall have his/her employment terminated without first being given notice in writing together with the reasons thereof, twenty-four (24) hours prior to the termination. When the Employer terminates the employment of an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/her notice of termination.

Arbitration

- 30.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 30.20 (a) The parties agree that arbitration referred to in Article 30.19 shall be by a single arbitrator.
- (b) The parties will attempt to come to an Agreement on the selection of an Arbitrator within ~~thirty~~ (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.

- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 30.21
- (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
 - (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
 - (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 30.22
- The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 30.23
- The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 30.24
- Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 30.25
- In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
 - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

Article 31

Technological Change

- 31.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 31.02 With this in view and recognizing the extensive lead time required for the selection, installation and provision of equipment, the Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introductions of such technological change.
- 31.03 In cases where employees may require retraining, the Employer will make every reasonable effort to offer training courses.
- 31.04 When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

Article 32

Seniority

- 32.01 The seniority of an employee means the total length of his/her service with the Employer and Intelicom Inc., that has not been broken by a period of more than three (3) months. Length of service with the Employer shall be based upon regularly scheduled hours worked.
- 32.02 Within sixty (60) calendar days after the signing of the Agreement, the Employer shall post the seniority list showing the seniority of each employee.
- 32.03 The Employer will provide the Union with the current seniority list showing each employee's seniority date, current address, classification and rate of pay on December 31" of each year.

Article 33

Layoff

- 33.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from fire, flood, explosion or Act of God, or any unforeseen work stoppage by employees of an airline serviced by the Employer or circumstances beyond the control of the Employer.
- 33.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.

- 33.03 The Employer shall give employees who are to be laid-off notice as stipulated in the *Canada Labour Code*.
- 33.04 An employee ceases to be a lay-off if he/she is not appointed to a position within twelve (12) months from the date on which he/she became a lay-off.
- 33.05 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.
- 33.06 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.
- 33.07 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.
- 33.08 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 33.09 With reference to a re-hire of an employee after a lay-off, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months.
- 33.10 Where an Employee ceases to be employed for reasons other than discharge or rejection on probation, and is re-employed within a period of twelve (12) months those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated. However, he/she shall not accumulate such benefits during the period he/she was laid-off.

Article 34 **No Contracting Out**

- 34.01 There shall be no contracting out of any Bargaining Unit work unless mutually agreed upon between the Union and the Employer.

Article 35

Civil Liability

- 35.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced against him/her shall advise the Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 36

Discharge and Discipline

Progressive Discipline

- 36.01 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of gross misconduct, discipline or discharge for just cause should be proceeded by a documented record of counselling, warnings (oral or written) and/or suspensions.
- 36.02 Discipline shall be applied uniformly and shall be appropriate to their cause.
- 36.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the employee is entitled to a minimum of twenty-four (24) hours notice of the meeting. The notice must also advise the employee of his/her right to have a Representative of the Union in attendance. The Employer shall advise the employee in writing of the reasons for such discharge or discipline in sufficient detail that the employee may defend himself/herself against it.

Time Limits

- 36.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management became aware of the incident.

Disciplinary Record

- 36.05 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time its filing.

Sunset Provision

- 36.06 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action was imposed within the twenty-four (24) month period.
- 36.07 The Employer agrees that communications between an employee and his/her Union Representative are privileged and confidential.
- 36.08 The Employer shall not ask questions of a Representative on confidential matters and the Representative shall not be forced to testify against an employee.

Garnishment

- 36.09 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

Article 37 **Duty Travel**

Pay for Travel on Behalf of the Employer

- 37.01 Where an employee is required by the Employer to travel on behalf of the Employer he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, subject to a minimum of four (4) hours pay at the straight time rate.
- 37.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also

include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- 37.03 The Employer will make every reasonable effort to restrict travel outside of the employee's community that requires absence from home beyond a period which includes two (2) weekends.

Duty Travel Expenses

- 37.04 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred, including but not limited to transportation, accommodation, telephone, excess baggage charges, and taxi expenses, upon provision of receipts.

Entitlement

- 37.05 The entitlements set out hereunder are subject to the limitations in this Article.

Transportation

- 37.06 The Employer will make appropriate arrangements and payments for transportation, whether by air or otherwise.

Accommodation

- 37.07 The Employer will make appropriate arrangements and payments for accommodations.

Meals and Incidental Expenses

- 37.08 Expenses claimed under this heading are for the cost of meals consumed and for incidental expenses.

For travel within the Northwest Territories and the Yukon: A duty travel per diem rate of \$82.20 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast \$ 12.35
- (b) Lunch \$ 13.30
- (c) Dinner \$ 39.25
- (d) Incidentals \$ 17.30

(These rates are effective **April 1, 2003**)

These rates may be subject to change according to CATSA directives.

For travel outside the Northwest Territories and the Yukon: A duty travel per diem rate of \$71.45 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast \$ 11.45
- (b) Lunch \$ 11.20
- (c) Dinner \$ 31.50
- (d) Incidentals \$ 17.30

(These rates are effective April 1, 2003)

These rates may be subject to change according to CATSA directives.

For travel in Nunavut: the CATSA Travel Claim Directives will apply.

Procedures

- 37.09 The Employer shall authorize duty travel before the start of a trip.
- 37.10 When requested by the employee with sufficient notice, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a trip.
- 37.11 Upon completion of the trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable.
- 37.12 Any amount by which the claim exceeds the advance shall be reimbursed to the employee within fourteen (14) calendar days.

Article 38

t Committee

- 38.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the employee assistance needs, and other matters of mutual interest.
- 38.02 The Labour/Management Committee shall be comprised of two (2) Representatives of the Union and two (2) representatives of the Employer, with each party choosing their respective representatives.
- 38.03 The Committee will consult at least once per month or at the request of either party.
- 38.04 In matters of safety and health, the Committee will discuss this matter with a view to ensuring that a safe workplace is maintained and improved upon.

Article 39

Safety and Health

- 39.01 The Employer shall comply with all applicable federal health and safety legislation and regulations. **All** standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 39.02 A copy of the applicable health and safety legislation and regulations will be readily accessible to each employee in the workplace.
- 39.03 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until a safety officer appointed under the *Safety Act* has investigated the matter and advised him/her otherwise.
- (b) No loss of wages or disciplinary action shall be taken against any worker by reason of the fact that he/she exercised the right conferred upon him/her in (a) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

X-Ray Machines

- 39.04 No employees shall work with an x-ray machine for more than approximately twenty (20) minutes in any one (1) hour period as per legislated guidelines.
- 39.05 Results of equipment inspections, including radiation equipment inspections, shall be fully disclosed in writing to the Labour/Management Committee..

Medical Certification

- 39.06 The Employer shall reimburse the cost of medical certification upon initial employment as required by the Employer pending completion of CATSA Level 3 certification, and reimburse the cost of any subsequent medical recertification as required by the Employer.

Article 40

Working Conditions

- 40.01 The Employer shall provide the necessary office equipment and stationery required to ensure that the employees can carry out their duties in an efficient manner. The determination of what is required will be at the sole discretion of the Employer, and will be at no expense to the employee.

Article 41 **Clothing Issue**

41.01 The Employer **will** provide at its own expense complete properly fitting uniforms as described in the CATSA uniform policy statement.

Worn or damaged uniform items **will** be replaced at the Employer's discretion.

Employees agree that they will not wear items of the furnished uniform except while on the job or travelling to and from the job site.

The uniform remains the property of the Employer and upon termination of employment must be returned in a clean state prior to issuance of final pay cheque.

Article 42 **Workplace Facilities**

Bottled Water

42.01 The employer shall provide bottled water at the worksite for the employees.

Lunchroom

42.02 At such time that airport facilities allow, the Employer shall provide a furnished lunchroom for employee's use. Equipment and supplies to offer coffee and tea will be provided.

Cloakroom

42.03 At such time that airport facilities allow, the Employer shall provide a cloakroom to adequately store boots and outer clothing.

Parking

42.04 The employer shall provide adequate parking at the Yellowknife airport for all scheduled employees at no cost to the employee.

Article 43 **Group Benefits Plan**

43.01 The Employer shall provide each employee with the Aeroguard group benefits plan (Great West Life policy #320810). The group benefits plan features the following insurance coverage:

- Life Insurance: \$50,000
- Accidental Death & Dismemberment Insurance: \$50,000
- Dependant Life Insurance: spouse \$20,000; each child \$10,000

- Long Term Disability Insurance:
 - 66.7% of first \$2,250 of monthly insurable earnings; plus
 - 50% of the next \$3,500; plus
 - **44%** of the balance of monthly insurable earnings with a maximum monthly benefit of \$6,000;
 - waiting period of four (4) months of total disability;
 - indexing rate of 2%.
- Visioncare Expense Insurance: 80% payable with a maximum of \$250 for a benefit period of two (2) consecutive years for each covered person
- Health Insurance:
 - no deductible;
 - 100% of covered expenses for charges of a licensed hospital;
 - 100% of covered expenses outside of Canada;
 - 80% of other covered expenses
 - maximum \$1,000 per calendar year for drug expenses per covered person
- Dental Insurance:
 - no deductible;
 - basic services 80%
 - restorative services 50%
 - maximum \$1,000 per calendar year for basic and restorative expenses combined per covered person;
 - orthodontic 50%; lifetime maximum \$1,000 per covered person.

Premiums: The Employer shall pay one hundred percent (100%) of the premiums of group benefits plan.

Article 44

Severance Pay

- 44.01 Entitlement to severance pay shall be according to the provisions of the *Canada Labour Code*, Part III. Severance pay shall only be based on the employee's employment with the Employer.

Article 45

Social Justice Fund

- 45.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year in accordance with the Employer payroll cut-off dates, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Article 46

Agreement Reopener and Mutual Discussions

Agreement Reopener

46.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

46.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 47

Duration and Renewal

47.01 The term of this Agreement shall be from April 1, 2004 to March 31, 2007

47.02 Notwithstanding Article 47.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 30, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

47.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

47.04 Where notice to bargain collectively has been given under Article 47.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

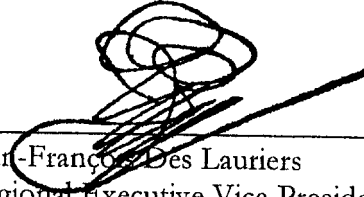
Signed at Yellowknife, Northwest Territories this 12th day of May 2005.

**on behalf of the
Aeroguard Inc.**



Jane Greene
President and CEO

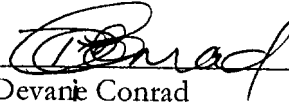
**on behalf of the
Public Service Alliance of Canada**



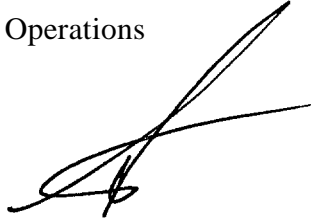
Jean-François Des Lauriers
Regional Executive Vice-President – North



Bill Brown
Director of Operations



Devane Conrad
Committee Member



Ram Sriram
Service Delivery Manager



Sean Dalton
Committee Member



Stephen Bedingfield
Regional Negotiator

Schedule "A"
Rates of Pay

Hourly rates of pay effective April 1, 2004: (Increase: 2.25%)

Screening Officer 1	\$ 15.59
Screening Officer 2	\$ 16.62
Screening Officer 3	\$ 17.64

Hourly rates of pay effective April 1, 2005: (Increase: 3.00%)

Screening Officer 1	\$ 16.06
Screening Officer 2	\$ 17.12
Screening Officer 3	\$ 18.17

Hourly rates of pay effective April 1, 2006: (Increase: 3.00%)

Screening Officer 1	\$ 16.54
Screening Officer 2	\$ 17.63
Screening Officer 3	\$ 18.72

Point Leader Premium

Where the Employer designates an employee as a Point Leader the employee shall be paid a Point Leader premium of \$1.50 per hour for all hours worked as a Point Leader.

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