

**COLLECTIVE AGREEMENT
BETWEEN**

**A.S.P. INCORPORATED
Calgary International Airport
(hereinafter referred to as the ``Employer``)**

- AND -

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the ``Union``)**

June 30, 2023 – August 31, 2026

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PREAMBLE: The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE NO. 1 - RECOGNITION

- 1.01 The Employer recognizes the General Teamsters Local Union No. 362 as the sole collective bargaining agent on behalf of all employees of A.S.P Incorporated working as leads/supervisors at the Calgary International Airport, excluding those under United Food and Commercial Workers Canada Union, Local No. 401 No. 11459-U, and office and clerical staff, as per order No. 11721-U.
- 1.02 All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays, and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual members of the Union.
- 1.03 As a condition of employment, all employees shall become and remain members in good standing of the Union. All new employees shall immediately become and remain members in good standing of the Union, or be removed from the workplace until such time as they become members in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

Notwithstanding Article No. 1.01, it is understood that all bargaining unit work in the control of the Employer will be performed by employees of the Company who are members of the Union.

ARTICLE NO. 2 - DEDUCTION OF UNION DUES

- 2.01 The Employer will deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said Employees hereunder to the Union.

The Employer will deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference any;

- New Members to be listed in alphabetical order with current address, postal code, date of hire and Social Insurance Number;
- Terminations or resignations or leaves of absences are to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation;
- Any current address change to be updated as well as name changes (i.e. marriage).

- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary Employees included.

2.02 Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employees name, will be added to the Union check-off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee before the employee has completed ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month of employment.

2.03 The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

ARTICLE NO. 3 - UNION SECURITY

3.01 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, but does not guarantee employment.

3.02 The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Employer agrees that when it hires new Employees, the Employer will have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

3.03 It is agreed that as a condition of employment, each employee will become, and remain, a member in good standing of the Union.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union Dues, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

3.04 Any Employee of the Company, transferring into the Bargaining Unit will be deemed to be a new Employee for the purpose of seniority provisions contained within this Agreement. The Employees seniority date will be that of the first day worked within the bargaining unit. If two employees transfer into the Bargaining Unit on the same date, seniority will be determined by the numerical value of the last three (3) digits of their social insurance numbers.

ARTICLE NO. 4 - MANAGEMENT RIGHTS

4.01 Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspect 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.

4.02 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 non-classified 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 was understood.

- 4.03 The Union recognizes that the operational needs and requirements of the Calgary International Airport Authority and other contracted companies (the Client) must be adhered to by the Employer and these needs may change from time to time.

Whenever possible and practical, all rules and procedures are to be detailed in writing.

ARTICLE NO. 5 – ROLES AND RESPONSIBILITIES

- 5.01 A Supervisor shall be defined as a person who is qualified and able to perform regular job duties of a Security Guard and is to direct and instruct the work of Security Guards. As part of their role, Supervisors may be required to assist and support Management with evaluations and conduct coaching events. Additionally, Supervisors will be required to report deficiencies, breaches, performance related events, attendance issues, health and safety incidents to management for resolve. Supervisors shall not have the authority to hire, fire or discipline Guards, this will fall under the responsibilities of managers. A Supervisor may be required to suspend an employee pending investigation but will not issue disciplinary suspensions. At no time will a Supervisor be required to deliver discipline to employees although they may be required to attend disciplinary investigations and meetings either as a witness or to aid in investigations.

The Parties are committed to having the Supervisors provide leadership to the Guards and to maintaining order and efficiency and yet both agree that Supervisors are not managerial.

Supervisor(s) will not be required to perform multiple job duties at the same time.

ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES

- 6.01 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.
- 6.02 An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed one (1) calendar year. The employee or the designated Union Representative will provide the employer with a minimum of twenty-one (21) calendar days notice. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the one calendar year, the employee must return to his/her former position or relinquish all seniority rights with the Employer.

ARTICLE NO. 7 - LEAVES OF ABSENCE

- 7.01 Employees must keep the Employer notified of their correct address, phone number and email address at all times.
- 7.02 During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- 7.03 At a minimum, employees shall have all the rights and entitlements provided under the Canada Labour Code. Unless otherwise stated in this article, the following shall apply to all Leaves of Absence:
- (a) Employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) may be granted at the Employer's discretion.
 - (b) Employees must file a request for Leave of Absence, at least twenty-one (21) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.

- (c) Unless otherwise stated in this article, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:
 - (i) Returned to the position they held prior to taking the Leave; or
 - (ii) Provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the Leave.
- (d) For vacation time off entitlement purposes only, an employee who returns to work following an absence covered by a Leave of Absence, shall receive service credit for the period of absence as if the employee had been at work. No credit shall be received for any period in which the employee would otherwise have been laid off. Service credit does not include accrual for vacation pay. Employees will not have to take more vacation time off than vacation pay owed.

7.04 An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

7.05 Maternity Leave

Every employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may begin not earlier than thirteen (13) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement, if the employee:

- (a) Has completed six (6) consecutive months of continuous employment with the Employer; and
- (b) Provides her Employer with a certificate of a qualified medical practitioner certifying that she is pregnant.

If the confinement has not occurred during the seventeen (17) weeks of her leave of absence, the leave of absence is extended until the date of her confinement.

If, during the period of seventeen (17) weeks following the date of confinement, the child who was born is hospitalized, the period is extended by the number of weeks during which the child is hospitalized.

7.06 Parental Leave

- (a) Every employee who has completed six (6) consecutive months of continuous employment with the Employer is entitled to and shall be granted a leave of absence from employment of up to sixty-three (63) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.
- (b) The leave of absence granted under this article may only be taken during the seventy-eight (78) week period beginning:
 - In the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - In the case of an adoption, on the day the child comes into the actual care of the employee.

7.07 Compassionate Care Leave

Every employee is entitled to and shall be granted a leave of absence from employment of up to twenty-eight (28) weeks to provide care or support to a family member of the employee if a medical doctor or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (a) The day the certificate is issued; or
- (b) If the leave was commenced before the certificate was issued, the day the leave was commenced.

7.08 Leave Related to Critical Illness

Every employee who has completed six (6) consecutive months of continuous employment with the Employer and who is a family member of a critically ill child is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks in order to care for or support that child if a medical doctor or nurse practitioner has issued a certificate that:

- (a) States that the child is a critically ill child and requires the care or support of one (1) or more of their family members; and
- (b) Sets out the period during which the child requires that care or support.

7.09 Leave Related to Death or Disappearance

Every employee who has completed six (6) consecutive months of continuous employment with the Employer is entitled to and shall be granted a leave of absence from employment of up to one hundred four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

Every employee who has completed six (6) consecutive months of continuous employment with the Employer is entitled to and shall be granted a leave of absence from employment of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime.

7.10 Bereavement Leave

Every employee is entitled to up to ten (10) days of unpaid bereavement leave in the event of a death of an immediate family member's death. The term "immediate family" shall mean spouse, parent, step-parent, child, step-child, foster-child, brother, sister, step-sister, step-brother, foster-brother, foster-sister, foster-mother, foster-father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandparent-in-law, and grandchildren, aunts, uncles, or any relative living in the household of the employee. Any family member(s) not mentioned above, will be granted unpaid bereavement leave.

If you have three (3) consecutive months of continuous employment with your employer, you will receive pay for the first three (3) days of bereavement leave.

If your salary varies from one day to another or you receive pay on a basis other than an hourly rate, you must receive the average of your daily earnings, exclusive of overtime hours, for the twenty (20) days you have worked immediately before the first day of bereavement leave.

In the event you are on compassionate care leave or leave related to critical illness, and the family member for which you are caring for dies, you are then entitled to take bereavement leave.

You can take bereavement leave in one (1) or two (2) periods starting the day on which the death occurs and ending six (6) weeks after the date of the:

- funeral
- burial, or
- memorial service of that immediate family member

You must provide your employer with written notice as soon as possible, indicating the start date and length of the leave. At your request, your employer may extend the period during which you take the leave of absence. Your employer must make this extension in writing.

7.11 Personal Leave

Employees are entitled to a leave of absence for up to five (5) days in every calendar year, which three (3) are paid and two (2) are unpaid, for:

- (a) Carrying out responsibilities related to the health or care of any of their family members;
- (b) Carrying out responsibilities related to the education of any of their family members who are under eighteen (18) years of age;
- (c) Addressing any urgent matter concerning themselves or their family members; and (v) attending their own citizenship ceremony under the Citizenship Act.

Employees who have completed three (3) consecutive months of continuous employment with the Employer will receive the first three (3) days of the leave with pay at their regular rate for their normal work hours, otherwise the leave will be unpaid. The leave may be taken in one or more periods but each period must be at least one full day. The Employer may request documentation reasonable in the circumstances to substantiate the reason for the period of leave.

Employees may be granted additional unpaid time for personal leave(s) over and above the five (5) day(s) mentioned above for personal reasons. Said leaves will not be unreasonably denied.

7.12 Paid Medical Leave

- (a) Effective 1 January 2023, all employees who have previously completed thirty (30) days of employment get three (3) days of paid medical leave.
- (b) Every employee shall earn one (1) additional day of paid medical leave every month after that up to a maximum of ten (10) days.
- (c) Thirty (30) days after the changes become effective, employees will earn three (3) days of paid medical leave.
- (d) New employees will earn three (3) days of paid medical leave after completing thirty (30) days of continuous employment with the employer.
- (e) Unused paid medical leave can be carried forward to the following calendar year up to a maximum of ten (10) days.
- (f) Paid Medical Leave will only apply to a scheduled workday.
- (g) Employers may request a medical note for medical leaves of absence with pay that are five consecutive days or longer.

7.13 Jury Duty

Employees are entitled to and shall be granted an unpaid leave of absence from employment to attend court to

- Act as a witness in a proceeding;
- Act as a juror in a proceeding; or
- Participate in a jury selection process.

Employees are expected to provide written notice to the Employer in accordance with the Canada Labour Code. In addition, the employer may require supporting documentation to substantiate the leave request.

ARTICLE NO. 8 - SHOP STEWARDS

- 8.01 The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- 8.02 The Union shall supply to Management on or about each January 1st, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.
- 8.03 Shop Stewards will suffer no loss of regular pay when processing grievances under the Grievance Procedure.
- 8.04 The Employer will notify the Union prior to the discipline or dismissal of any Shop Steward.
- 8.05 A representative of the Local Union, or Shop Steward, will have access to newly hired employees, for a period not to exceed thirty (30) minutes, during the regular hours of the post training process. Shop Stewards will suffer no loss of regular pay during this period.

ARTICLE NO. 9 - UNIFORMS and MISCELLANEOUS

- 9.01 All employees will provide a deposit for their first uniform in accordance with the following values and will remit payment by payroll deduction in an amount not to exceed twenty-five (\$25.00) dollars per pay period. In the event an employee is terminated from employment for any reason, all remaining outstanding amounts will be deducted from the final pay cheque in one (1) lump sum.
- 9.02 All uniforms shall be expected to last a minimum of twelve (12) months after the date of issue. After that time uniforms will be replaced on an as needed basis only, without further cost to the employee. If the employee requires uniform prior to the twelve (12) month expiry the Employer shall charge the employee cost of the piece requested.
- 9.03 All articles of clothing are to be returned to the Employer on termination of employment and the deposit will be returned to the employee.
- 9.04 The Employer agrees to provide, free of charge to employees, safety supplies and articles of clothing and footwear which are deemed by law or Employer policy to be necessary for the employee's safety and health. In addition, the Employer will provide winter clothing and winter footwear to employees who are required to work on a continuous basis outside. The Employer shall supply suitable seasonal protective clothing for unloading of supplies. The employees will provide all other articles of clothing.
- 9.05 The Employer shall reimburse up to one hundred one hundred dollars (\$100.00) for footwear for Full Time employees (eligible for Safety shoes or Security Tactical shoes only) with the presentation of a valid receipt of purchase and shall reimburse every twelve (12) months thereafter with the presentation of a valid receipt of purchase.

ARTICLE NO. 10 - CONFLICTING AGREEMENT

- 10.01 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.
- 10.02 The Employer party to this Agreement shall not use another limited Employer 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 he accepts the sole responsibility for all time worked by persons on his payroll and will not use a subsidiary or allied company to circumvent the terms of this Agreement.

ARTICLE NO. 11 - TRANSFER of TITLE or INTEREST

- 11.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 11.02 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, assignees, etc, of the operation covered by this Agreement or any part thereof.

ARTICLE NO. 12 - DISCIPLINE

- 12.01 Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Employer schedules a meeting which may result in disciplinary action with the employee, the Employer shall ensure that a Union Representative or alternate is present at such meeting.
- 12.02 Verbal, written or disciplinary letters shall not be used for the purpose of compounding discipline after one (1) year and will be removed from the employee(s) file. If a re-occurrence of the same or similar infraction exists within said year, progressive discipline may apply.

The severity of the discipline will be determined by the Employer, including consideration of the circumstances of the case and the seriousness of the incident. Progressive discipline will normally include, but may not be limited to the following steps:

1. Verbal
2. Written
3. One (1) day suspension
4. Three (3) day suspension
5. Five (5) day suspension
6. Termination

If no grievance is filed to contest the discipline, or after the Grievance Procedure has been completed, any suspension should commence within fifteen (15) working days of the grievance deadline, or stage 3 of the Grievance Procedure is completed. The Union agrees to not unreasonably delay the processing of such cases.

- 12.03 Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved during normal office hours.
- 12.04 Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention at the time the incident occurred, but no later than ten (10) business days from each occurrence, or from the day of discovery of the violation.
- 12.05 Where an employee is suspended by the Company pending investigation, the suspension will be with pay until such time as the Company makes a decision as to appropriate discipline.

ARTICLE NO. 13 - GRIEVANCE PROCEDURE

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the Branch Operations Manager. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance

Termination or layoff - ten (10) days

All others – fifteen (15) days

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Branch Manager or designate and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 2 must be completed with fifteen (15) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between two (2) Union representatives selected by the Union and two (2) Company representatives appointed by an Officer of the Company. Such written notice and meeting must take place within fifteen (15) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

Step 4: The Company and the Local Union may mutually agree to use the FMCS mediation/ arbitration option prior to proceeding to arbitration. The cost of the FMCS will be shared equally between Parties.

Should the Parties not reach a mutual agreement on either of the above, 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 appropriate governing body will be requested to appoint a neutral Arbitrator.

The Arbitrator shall not have the authority or power to add to or delete from or amend any term of this Agreement.

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

The Company and the Union may mutually agree to waive any of the above steps and/or time limits in the Grievance Procedure.

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

ARTICLE NO. 14 - PAYDAY and PAY STATEMENTS

14.01 All employees covered by this Agreement shall be paid on a definite two (2) week basis, and dates will not be altered without consent of the Union.

14.02 The Employer shall provide every employee covered by this Agreement with a separate or detachable written electronic, or printed 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, at time and one-half (1 ½), all deductions made from the gross amount of wages, and accrued vacation amounts.

- 14.03 Payment of wages will be made by direct deposit to the employee's bank account.
- 14.04 Payroll complaints shall be submitted to management on the form provided within five (5) business days following the issuance of pay. Amounts greater than fifty dollars (\$50.00) will be paid to the employee within five (5) business days. Amounts less than fifty dollars (\$50.00) or amounts not submitted to the employer within five (5) business days will be paid on the next regular pay, subject to cutoff. All pay adjustments will be explained in full. The five (5) business days will be extended for employees who were out of the workplace on vacation or approved absence at the issuance of pay.

Should the employee be overpaid, the employees will be required to pay back the overpayment. The Employee and the Employer will mutually agree on a reimbursement plan.

ARTICLE NO. 15 - ANNUAL VACATIONS

- 15.01 Vacation lists will be posted on January 1st, of the year in which it is to be taken. Employees will designate their choice of vacation, in order of seniority, by February 1st of the same year. The Employer will post the completed vacation schedule by February 15th and the vacation schedule will remain posted for the vacation year.
- 15.02 Vacations will be granted on the basis of following reference years from January 1st to December 31st.
- 15.03 Full-time employees shall accumulate vacation entitlement and vacation pay. They will have the opportunity to schedule time off without pay and accumulate vacation pay as follows:

Length of Service	Vacation Entitlement	% of Gross Earnings
0-5 years	2 weeks	4%
5-10 years	3 weeks	6%
10 Years and Above	4 weeks	8%

- 15.04 For full-time employees, "length of service" shall mean the employee's length of service as a full-time employee plus any vacation entitlements as per seniority.
- 15.05 For all employees, "% of Gross Earnings" shall mean a percentage of all monies received directly from the Employer (wages, overtime, premiums, and other items of a similar nature).
- 15.06 When a General Holiday occurs during an employee's vacation, an extra day vacation with pay shall be granted if the holiday is one which the employee would have received if they had been working.
- 15.07 Employees who have worked less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four (4%) percent of the total salary and wages earned for which no vacation allowance has been paid.
- 15.08 Employees may elect to direct a portion of their earnings to a second bank account. Vacation will otherwise be paid out twice annually.
- 15.09 Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with four (4) weeks written notice to the Employer providing there are designated slots still available.

- 15.10 Employees shall select vacation time in accordance with their seniority, subject however to the Employer's right to limit the number of employees who may take vacations in any given week due to operational requirements.
- 15.11 Vacation pay is paid twice per year. Payment may be requested at any time by the employee with two (2) weeks notice to the employer for payment.
- 15.12 Annual vacation will be taken within the calendar year.

ARTICLE NO. 16 - GENERAL HOLIDAYS

16.01 The following shall be recognized as General Holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
National Day for Truth and Reconciliation		

- 16.02 Each full-time employee shall be paid their regular days pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from their first day worked.
- 16.03 In addition to 16.01 and 16.02 above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows:
 - 1. For their scheduled shift time, at time-and-one-half (1 1/2 x) their regular rate.
- 16.04 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 12:01 and 12:00 midnight, shall be considered as worked on a General Holiday for each individual employee.

ARTICLE NO. 17 - SENIORITY and PROMOTIONS

- 17.01 Seniority shall prevail at all times.
- 17.02 Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- 17.03 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 his/her former position without loss of seniority, or accrued seniority, provided this occurs within ninety (90) calendar days of the promotion and providing they continue paying 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 ninety (90) calendar days.
- 17.04 The Employer shall provide the Union Office with a seniority list, 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.
- 17.05 Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists in which their name first appears on said list.

- 17.06 When there are vacancies for a bargaining unit position the Employer will post the vacancies and accepted applications for no less than eight (8) calendar days. Such posting will include a description of responsibilities, pay classification, as well as skills and abilities required for the position. The position will be awarded to the most senior qualified employee. Employees will serve a ninety (90) day probationary period in the new position within the servicing contract and seniority list. During this time if he/she proves to be unsatisfactory for the position or if the employee wishes not to accept the position he/she shall be returned to the previous classification within the servicing contract and seniority list. For new contracts, the company may stagger the transfer dates of internal candidates based on operational need of the overall airport operation, however, the union seniority date of an employee will be the date of the accepted transfer, not the date the transfer actually took place.
- 17.07 The same practice will apply with regards to filling vacancies when on-site training classes are scheduled. Training classes will be filled in order of seniority.
- 17.08 Seniority of each employee covered by this Agreement, within this Bargaining Unit shall be established after a probationary period of a minimum of one hundred and twenty (120) calendar days and successful application and receipt of a Restricted Area Identification Card (RAIC). Maximum time to complete the probationary period will be thirty (30) working days after receipt of RAIC or one hundred and eighty (180) days, whichever comes first. All time off for injury, disability, illness, authorized leave of absence or restricted hours of work etc. shall be added to the probationary period. If the employee is retained in the service of the Company beyond that date, their seniority will date from the first date the employee worked in the bargaining unit. During the probationary period full-time employees will be covered by and entitled to, unless specifically excluded, all of the terms and conditions of this Agreement, except that they may be displaced or discharged. The purpose of the probationary period is to determine, in the opinion of the Company, the suitability of the employee for continued employment. Reasons for discharge shall be forwarded to the Union Office. Such discharge shall be deemed to be made with just cause.
- 17.09 Any employee of the Company transferring into the Bargaining Unit will be considered as a new employee and will be added to the bottom of the seniority list in the classification to which they are transferring. The seniority date will be the first date worked in the bargaining unit and will result in starting at the bottom of the wage scale for said classification. The only seniority that will be transferred will be Company seniority for the sole purpose of vacation entitlement for continued years of service.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

- 18.01 a) The calendar week shall be from 00:01. Sunday to 23:59 the following Saturday.
- b) It is understood and agreed that full-time employees will work an average of eighty (84) hours in a two (2) week period, comprised twelve (12) hours per day.
- c) Any employee who reports to work on a normal workday, on the call of the Employer, and who does not commence his/her shift, shall be paid four (4) hours pay at the applicable rate.
- d) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her their shift changed and he/she they receive less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes that he/she is short of his/her eight (8) hours.
- e) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day's wages for the day of the accident.
- f) Employees who book off or are otherwise absent for reasons other than paid absences that are outlined in this agreement or government statute, shall not be entitled to overtime rates contained in this agreement until they have completed their normal work schedule.

- g) Any employee called out after his/her 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.
- h) Call-in overtime will be offered, in order of seniority, to all employees on a day off. Supervisors who accept a call-in overtime shift will be given no less than two (2) hours to report to work. This provision shall in no way deter the officer from reporting for duty in less than two (2) hours if required and he/she is able to report sooner.
- i) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.
- j) All employees may be required to work overtime, all of which shall be voluntary. The Company shall post all available shifts for three (3) calendar days when possible. Employees who wish to do so will sign up for the shift. Posted overtime will be awarded to the most senior Supervisor in the classification who signed up for the shift. If no one in the classification signs up for the overtime, the overtime shift will be awarded to the most senior officer who signed up, provided the employee is qualified for the position. Employees may sign up for overtime while on vacation but will not be forced by the company to work while on vacation. At the employee's discretion may elect to be paid the applicable overtime rate or straight time and be credited an additional vacation day for each day worked while on vacation.
- k) Daily operational overtime will be offered in order of seniority to all Supervisors present on site. If no officer accepts the said overtime, it will be assigned to the most junior qualified supervisor on site.
- l) Overtime will be paid in minimum fifteen (15) minute increments.
- m) All overtime will be paid at the employee's overtime rate of pay, which shall not be less than time and one half (1.5) of an employee's hourly rate of pay.
- n) Employees are paid bi-weekly by direct deposit. Overtime is paid at a rate of one and one-half (1 ½ X) times the employee's regular rate of pay for all approved hours in excess of eighty- four (84) hours in the two (2) week pay period.
- o) Breaks:
 - 1. Employees scheduled on twelve (12) hour shifts shall be entitled to seventy-five (75) minutes paid break time. Employees scheduled twelve (12) hour shifts will be provided forty-five (45) minutes "free from work" during their shift. This may be broken in two (2) intervals (thirty (30) and fifteen (15) minutes). This time is inclusive of the total breaks, not in addition.
 - 2. Employees working overtime shall receive a fifteen (15) minute paid break for the first four (4) hours of overtime, and if more than four (4) hours is worked, a thirty (30) minute paid meal break at mutually agreeable times.
 - 3. It is understood that breaks will be self-directed as scheduled having regard to the normal work flow.
 - 4. It is agreed that operational requirements may impede the above; however, in all circumstances the Employer will use its best efforts to comply with the above. It is also agreed that the parties will cooperate with each other in the administering of the above as operational restrictions may impede exact interpretation. Employees will be informed of variations attached to individual sites or assignments.

5. It is agreed that if an employee is required to miss their break and they are feeling fatigued or unable to perform their duties properly, they will inform a manager.

- p) Shift Bid – At appropriate times, and at a minimum of once per year and will correspond with the annual vacation bid year, the Employer will determine appropriate manpower and customer requirements. The Employer will work in conjunction with a Union shift committee to build a schedule that is driven to fulfill the operating schedule and requirements. Shift schedules will be posted for seven (7) calendar days, after which a shift bid will be held. Seniority will prevail for 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.
- q) Bidding Process: All employees who are available for full time work will bid, in order of seniority, on all available shifts. Employees who bid on full time shifts will work the full time shift. (No shift adjustments).

18.2 Book-Off Procedure for Injury or Illness

- a) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, at least two (2) hours prior to their actual starting time, so that adequate replacement may be made if necessary.

18.3 Shift Exchange and Shift Preference

Definition:

"Shift" is defined as "day" or "night".

- a) Shift amendment, shift exchange, and shift giveaway requests must be submitted to the Employer in the approved format. Shifts may only be traded between employees with the same qualifications and within the same classification of work. Shift Amendment Requests will not be unreasonably denied.
- b) Employee must ensure that the shift exchange or shift giveaways have been approved. Shift exchanges are paid at straight time. Shift exchanges will not result in overtime and cannot be combined with other shift amendment requests. i.e. no three-way or more trades.
- c) Where the Employer can meet its operational requirements, preference in scheduling shall be determined by seniority.
- d) Senior employees who have sufficient qualification and ability to perform the work, and who have indicated a desire to work on a particular shift will, subject to operational requirements, be selected to fill any openings on their stated preferred shift and start time at the time of the opening.
- e) Shift exchanges and shift giveaways are intended to help employees have flexibility to deal with short-term Schedule demands. They cannot be used to create extended periods where the employee is away from work or adjusting their schedule. Failure to comply with the proper shift amendment procedures may result in a loss of shift exchange privileges for the employee concerned for sixty (60) days.

18.4 Averaging Agreement

Number of weeks in the averaging agreement:

- a) 2.

Information to establish that there is an irregular distribution of hours work that is necessitated by the nature of the work in the industrial establishment.

- b) Needs of the client.

Reasons for the length of the averaging period:

- c) In order to facilitate different length of shift requirements.

Hours of work in each work day:

- d) 12 Hours.

in each work week

- e) 36-48.

Date the averaging of hours of work comes into effect:

- f) Upon ratification.

Averaging

6 (1) Where the nature of the work in an industrial establishment necessitates that the hours of work of certain employees be irregularly distributed with the result that those employees

(a) have no regularly scheduled daily or weekly hours of work, or

(b) have regularly scheduled hours of work that vary in number from time to time, the hours of work of each of those employees in a day and in a week may be calculated as an average over an averaging period of two or more consecutive weeks.

(2) The averaging period referred to in subsection (1) may be changed in accordance with these Regulations, but shall not exceed the number of weeks necessary to cover the period in which fluctuations in the hours of work of the employees take place.

(3) Before averaging hours of work under subsection (1) or changing the number of weeks in the averaging period, the employer shall, at least 30 days before the date on which the averaging or the change takes effect,

(a) post a notice of intention to average hours of work or change the number of weeks in the averaging period, containing the information set out in Schedule IV; and

(b) provide a copy of the notice to the regional director and every trade union representing any affected employees who are subject to a collective agreement.

(4) Where averaging of hours of work is in effect, the employer shall post a notice containing the information set out in Schedule IV.

(5) Where the parties to a collective agreement have agreed in writing to average the hours of work of employees or to change the averaging period and the written agreement is dated and contains the information set out in Schedule IV, the employer need not satisfy the requirements of subsections (3) and (4).

(6) Where the hours of work of employees are calculated as an average pursuant to subsection (1),

(a) the standard hours of work of an employee shall be 40 times the number of weeks in the averaging period;

(b) the maximum hours of work of an employee shall not exceed 48 times the number of weeks in the averaging period; and

(c) the overtime rate referred to in paragraph 174(1)(a) of the Act shall be paid or, subject to subsection 174(2) of the Act, the time off referred to in paragraph 174(1)(b) of the Act shall be granted for those hours worked in excess of the standard hours of work referred to in paragraph (a), excluding those hours for which a rate at least one and one-half times the regular rate of wages has been paid prior to the end of the averaging period.

(7) Subject to subsection (8), the standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall be reduced by eight hours for every day during the averaging period that, for an employee, is a day

- (a) of annual vacation with pay;
- (b) of general or other holiday with pay;
- (c) of leave of absence with pay under subsection 205(2) of the Act;
- (d) of personal leave with pay;
- (e) of leave for victims of family violence with pay;
- (f) of bereavement leave with pay; or
- (g) that is normally a working day in respect of which the employee is not entitled to regular wages.

(8) The standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall not be reduced by more than 40 hours for any week that, for an employee, is a week

- (a) of annual vacation with pay;
- (b) of leave of absence with pay under subsection 205(2) of the Act;
- (c) that is normally a working week in respect of which the employee is not entitled to regular wages; or
- (d) of leave for victims of family violence with pay.

(9) The standard hours of work and the maximum hours of work calculated in accordance with subsection (6) shall be reduced by 40 hours for every period of seven consecutive days, in the averaging period, during which an employee is not entitled to regular wages.

(10) Where an employee whose hours of work are averaged pursuant to subsection (1) terminates the employee's employment during the averaging period, the employer shall pay the employee's regular rate of wages for the actual hours worked during the completed part of the averaging period.

(11) Where, during the averaging period, an employer lays off or terminates the employment of an employee whose hours of work are averaged pursuant to subsection (1), the employer shall pay the employee at the overtime rate of wages established under section 174 of the Act for any hours worked, but not previously paid, in excess of 40 times the number of weeks in the completed part of the averaging period.

(12) An employer who has adopted an averaging period under subsection (1) shall not alter the number of weeks in the averaging period or cease to calculate the average hours of work of employees unless the employer has, at least 30 days before making either change,

(a) posted a notice of the change; and

(b) provided a copy of the notice to the regional director and every trade union representing any affected employees who are subject to a collective agreement.

(13) If, before the end of an averaging period, an employer alters the number of weeks in the averaging period applicable to employees or ceases to calculate the average hours of work of employees, the employer shall, for each hour worked in excess of 40 times the number of weeks in the completed part of the averaging period,

(a) pay those employees at the overtime rate referred to in paragraph 174(1)(a) of the Act; or

(b) subject to subsection 174(2) of the Act, grant those employees time off in accordance with paragraph 174(1)(b) of the Act.

SOR/91-461, s. 6
SOR/94-668, s. 3
SOR/2002-113, s. 1(F)
SOR/2019-168, s. 4

7 Notwithstanding the requirements of these Regulations, section 174 of the Act does not apply in circumstances where there is an established work practice that

(a) requires or permits an employee to work in excess of standard hours for the purposes of changing shifts;

(b) permits an employee to exercise seniority rights to work in excess of standard hours pursuant to a collective agreement; or

(c) permits an employee to work in excess of standard hours as the result of his exchanging a shift with another employee.

SOR/91-461, s. 7

ARTICLE NO. 18 - LAY OFF AND RECALL

18.01 In the event it becomes necessary for the Employer to reduce staff levels in the form of a layoff, the following procedure will apply:

1. The Employer will first notify the Local Union Office of its intent to lay off employees with as much notice as possible prior to any lay-off, and will meet with the Local Union to discuss possible mitigation of the surplus.
2. Affected employees will be laid off in reverse order of seniority, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process.
3. Affected employees will receive as much notice as possible.
4. Employees laid off will remain on the seniority list and eligible for recall for a period of eighteen (18) months following the date of lay off. If after eighteen (18) months the employee has not been recalled, his/her name will be permanently removed from the seniority list. The employee is responsible to ensure the Employer is kept notified of any change of contact information during lay off.

5. Employees will keep the Employer notified of their correct postal address, phone number and email at all times.
6. Recall may be confirmed by personal contact and followed by Registered Mail to the address last filed by the employee with the Employer, and or by email, which will include a read receipt.
7. An employee must respond to a Notice of Recall within seven (7) calendar days and must be available to report to work no later than fourteen (14) days following notification.
8. If an employee fails to respond to a Notice of Recall within seven (7) calendar days, he/she will be deemed to have resigned and will be removed from the seniority list.
9. The Employer will copy the Local Union Office on all correspondence to employees regarding layoff and recall.

ARTICLE NO. 19 – BONDING

19.01 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.

ARTICLE NO. 20 - HEALTH and WELFARE PLAN

20.01 The Employer agrees, during the term of this Collective Agreement, to provide a co-share Health and Welfare benefit plan for full-time eligible employees in the active employ of the Employer subject to the respective terms and conditions of the benefit plan including any enrolment requirements.

20.02 The employee will be required to pay seventy-three dollars and four cents (\$73.04) for family coverage and twenty-three dollars and seventy cents (\$23.70) for a single insured employee, per month, payments will be made through bi-weekly payroll deductions. The remaining balance will be paid by the Employer.

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

20.04 The current benefit plan plus the proposed changes:

1. Introduction of Vision Coverage for frames, lenses, and regular contacts – Combined coverage of two hundred and fifty dollars (\$250.00) per twenty-four (24) months for each employee and each dependent up to age eighteen (18)
2. Basic Dental – Increase of Benefit Period Maximum from one thousand dollars (\$1000.00) to one thousand five hundred dollars (\$1500.00) (twelve (12)-month benefit period from January 1st to December 31st). Termination is for employees aged seventy (70) or prior retirement.

ARTICLE NO. 21 – WAGE RATES:

Current:	Year 1 September 1, 2023	Year 2 (3%) September 1, 2024	Year 3 (3%) September 1, 2025
\$23.46	25.50	26.26	27.05

A Signing Bonus of seven hundred and fifty dollars (\$750.00) will be paid to every member of the bargaining unit (Supervisors) within four (4) weeks of date of ratification, by separate payment.

ARTICLE NO 22. - SEPARATION OF EMPLOYMENT

- 22.01 If an employee is terminated, discharged, or resigns, he/she shall receive his/her final pay-cheque including all monies owing to the employee(s) by their next regular payday.
- 22.02 The Employer shall issue electronic Record of Employment (ROE) in accordance with Federal Employment Regulations.
- 22.03 This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms and material(s) issued to him/her 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 willfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.
- 22.04 Loss of seniority:

The Employer will have the right to discontinue the employment of any employee:

1. For just cause;
2. If the employee voluntarily quits;
3. Failure to maintain the certifications and licenses required for employment, exceptions and extensions will be granted for those who were either on company approved or protected leave(s) of absence(s);
4. If the employee fails to return to work following a recall after being laid off; such recall will be done by registered mail to the employee's last known address on file. The employee will have five (5) business days to respond to the recall letter;
5. If the employee has been laid off for more than eighteen (18) months;
6. If the employee is absent from work for three (3) consecutive scheduled shifts without notice or a valid excuse, such excuse will have to be substantiated by the employee;
7. If an employee fails to return to work on the expected date of return to work without a reasonable excuse following an approved leave of absence;
8. After any absences of more than twenty four (24) months where there is no reasonable likelihood of return to work.

ARTICLE NO. 23 - INSPECTION PRIVILEGES

- 23.01 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. Meetings with employees are to take place during the Employee's normal break periods and shall not extend beyond the allotted time allowed to the Employee.

ARTICLE NO. 24 - EXTRA SKILLS or REQUIREMENTS

- 24.01 The Company will pay for all training required that takes place outside of their shift.
- 24.02 When the Employer specifically requires employees to attend training, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at their applicable rate of pay and at straight time. The employer will make all reasonable efforts to schedule training during employee(s) scheduled working hours.

ARTICLE NO. 25 - PARKING ALLOWANCE

- 25.01 The Employer shall pay one hundred percent (100%) of the cost of staff parking, within company designated parking area(s) at the Calgary International Airport.

ARTICLE NO. 26 - SAVING CLAUSE

- 26.01 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. 13 - Grievance Procedure herein.

ARTICLE NO. 27 - COMPENSATION COVERAGE

- 27.01 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 NO. 28 - STRIKES and PICKET LINES

- 28.01 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. All disputes and grievances of either Party shall be settled as quickly as possible under the Grievance Procedure outlined herein.
- 28.02 In the event of a strike, by a Labour Group other than those covered by this Agreement, involving the Employer's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

ARTICLE NO. 29 - BULLETIN BOARDS

- 29.01 The Employer will provide a locked Bulletin Board in the Supervisors Office on which the union may post notices to its members. All union notices are to be dated and signed by an official of the union. All union notices are to appear on the designated union board only.
- 29.02 Union bulletin boards are to be placed in plain view so as employees are able to view at any time during their work day.

ARTICLE NO. 30 - LAWSUIT

30.01 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 his/her functions, and proper practices and procedures were followed.

ARTICLE NO. 31 – DURATION

31.01 This Agreement shall be in full force and effect from June 30, 2023 up to and including August 31, 2026, and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

31.02 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.

31.03 The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 32 – MENTAL HEALTH AWARENESS

32.01 The Employer agrees to participate in the promotion of mental health awareness of employees in the workplace.

ARTICLE NO. 33 - MAINTENANCE OF ACTIVITIES

33.01 Presently effective local customs or practices, written or oral, which are not specifically covered by provisions of this Agreement and which are not in conflict with its provisions, shall remain in effect during the term of this Agreement. Presently effective local customs or practices, written or oral, which provide benefits in excess of the specific benefits provided for through the provisions of this Agreement shall be continued for the term of this Agreement unless altered by mutual agreement.

Signed this 1 day of August, 2023

ON BEHALF OF THE COMPANY

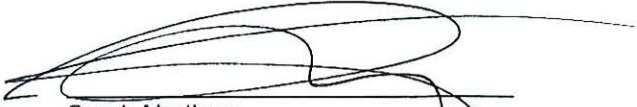
A.S.P. Incorporated
Calgary International Airport


Sarah Jessop
Human Resources Business Partner

ON BEHALF OF THE UNION

General Teamsters, Local Union No. 362


Lukas Fominov, Business Agent


Sarah Northrup
Human Resources Director


Steve Honer, Business Agent