

COLLECTIVE AGREEMENT

BETWEEN

A.S.P. Incorporated
(Calgary International Airport)

AND

United Food and Commercial Workers
Canada Union, Local No. 401

Renewal: September 23rd, 2022

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Preamble

The purpose of this Agreement shall be to record the agreement of the parties arrived at through negotiation as to terms and conditions of employment relating to rates of pay, hours of work, and other working conditions of employees; to provide a method of negotiating settlements of disputes and grievances; and to establish a harmonious relationship between the Employer and employees.

Article 1 – Employee Rights

- 1.1 The Employer is committed to complying with the terms and conditions of the Collective Agreement.

The Employer agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

1. The right to a safe workplace.
2. The right to be free from discrimination, intimidation, retaliation, and harassment.
3. The right to be compensated for work performed.
4. The right to be informed of all workplace rights, obligations, policies, and rules.
5. The right to translation if necessary.
6. The right to safe and necessary equipment.
7. The right to necessary training for the work performed.
8. The right to participate in lawful Union activity.
9. The right to statutory benefits, rights, and other privileges.

Article 2 – Recognition

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees of the Employer as set out in the certification order of the Canada Industrial Labour Board, namely, “All employees of A.S.P. Incorporated working at the Calgary International Airport, excluding Security Supervisors, those above the rank of Supervisor, and office and clerical staff”.
- 2.2 The Employer will not subcontract any bargaining unit.
- 2.3 A “Full-Time Employee” is an employee who holds a permanent position on a continuous basis, and in excess of thirty (30) hours.
- 2.4 “Permanent Part-time Employee” is an employee who holds a permanent position on a continuous basis, and who shall work no less than sixteen (16) scheduled hours per week, and no more than thirty (30) scheduled hours per week, except during periods of training.
- 2.5 An “On-Call Casual Employee” is an employee who is an employee who will be offered work on an ad hoc basis, to cover the following:
- Illness and injury;
 - Periodic training requirements;
 - Cover shifts not covered by Full-time or Permanent Part-time employees; or
 - Covering contingency staff requirements arising out of irregular operational situations.

2.6 Union Roles:

- A Union Officer is either the President or Secretary Treasurer.
- A Union Labour Relations Officer (LRO) refers to paid Union staff (Union Representative).
- Union Stewards are employees of the Employer that conduct business on behalf of the Union.

Article 3 – Union Security

- 3.1 Every employee shall at the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.
- 3.2 During employee training throughout the employee's first week of employment, the Employer shall provide up to a maximum of one (1) hour of paid time for each new employee or group of employees for the Shop Stewards or Union Representative to provide a Union orientation.
- 3.3 The Union shall appoint or elect Union Shop Stewards and shall notify the Employer in writing of the appointment or election. The Union will ensure that there is a Union Shop Steward or Union Representative available during the operating hours of the Employer's business. The Employer shall only recognize such Union Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity. The Employer will provide the Union with a space to install a bulletin board.
- 3.4 The Union shall supply to Management on or about each January 1st, a list of the employees acting as Union Shop Stewards. Such list will indicate the name of the employee and

the location. The Union will notify the Employer of any changes to the list of Union Shop Stewards as they occur.

3.5 Union Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. It is understood that the Union Shop Stewards have their regular work to perform and that when it is necessary to service a grievance during working hours they will not leave their work without receiving permission from their immediate Supervisor or Employer designate. Such permission will not be unreasonably denied. When resuming their work, they will report back to their immediate Supervisor or Employer designate.

3.6 Under no circumstances shall a Shop Steward take any action or issue any instruction which can interfere with the operation or the affairs of the Employer.

The Employer will notify the Union prior to the dismissal of any Union Shop Steward.

3.7 Members of the negotiating committee who are employees of the Employer shall suffer no loss in pay for time spent during normal working hours attending negotiations, conciliation, and mediation meetings for up to a maximum of ten (10) days pay per person which will include one (1) day after bargaining has completed for the purposes of reviewing and editing the Collective Agreement.

3.8 The Employer will provide the Union with a copy of the seniority list each quarter. This list will include the name of the employee, address, telephone number, job title, seniority, wage schedule, and classification (full-time, part-time, or casual).

3.9 Employees shall have the right of Union representation by a Shop Steward or Union Representative in any dispute with the Employer, or discussion that may lead to discipline. A Shop Steward shall be present during investigation meetings and at the time an employee is presented with written notice of discipline, suspension, or discharge (a copy of the written notice will be provided to the Union member and the Union Representative attending the discipline, suspension, or discharge meeting). A copy shall be sent to the Union office via email within twenty-four (24) hours.

3.10 The Employer agrees to provide the following information via File Transfer Protocol by the middle of each month for the previous month sorted by Lodge and department:

- (a) Name, home address, telephone numbers, cell phone, Social Insurance Number, Postal Code, and email address;
- (b) Seniority lists – employee name, number, department, classification, rate of pay, and seniority;
- (c) Employees hired and terminated during the preceding accounting period;
- (d) Employees promoted to full-time or reduced from full-time to casual;
- (e) Employees on a leave of absence and the nature of the leave;
- (f) The most recent declaration of availability for each casual time employee (the Employer commits to develop the system to procure this information and place it on the FTP site within three (3) months).

Article 4 – Check Off

- 4.1 The Employer agrees that upon written request by the Union, accompanied by signed authorization cards, all initiation fees shall be deducted for and on behalf of all employees who are applying to be members of the Union, and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Union not later than the fifteenth (15th) day of the following month accompanied with a list of names of all employees for and on behalf of whom such deductions have been made in the format required by the Union. Monthly statements showing the name and initiation fee for all new members and their status.
- 4.2 All employees shall, as a condition of employment, consent to the deduction of initiation fees, Union dues, fines, assessments, or other levies, and such monies shall be automatically deducted from the earnings of the employee and remitted by the Employer as stated in this article. Monthly statements showing the name and initiation fee for all new members and their status will be sent from the Employer to the Union.

Article 5 – Union Management Committee

- 5.1 The Union and the Employer shall establish a Union Management Committee structure to allow for discussion of issues of interest or concern to the parties.
- (a) Meetings are to be scheduled once every quarter or as agreed.
 - (b) Agenda items will be communicated to each party prior to the meeting.

- (c) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (d) There will be a minimum of one (1) to a maximum of three (3) participants from each party to attend the meeting.

Article 6 – Grievance Procedure

6.1 Time limit to institute and respond to a grievance:

Termination, layoff, or site suspension - ten (10) business days;

All others - thirty (30) days.

All timelines may be extended by mutual agreement by the Union and the Employer.

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

STEP 1: Any grievance of an employee shall first be taken up between such employee and their immediate Supervisor or Employer designate. However, such employee shall be accompanied by a Shop Steward or Union Representative.

STEP 2: Failing settlement under Step 1, the grieving party shall reduce their grievance to writing stating the article(s) alleged to have been violated. Such grievance shall be taken up between the Employer's Operations Manager or designate and a Local Union Representative.

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 the Union Representatives and the Regional Director of the Union and two (2) Employer representatives appointed by an Officer of the Employer one of whom shall be a senior official.

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

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

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

- 6.2 Grievances under this article may be initiated by the Union or the Employer.
- 6.3 All disciplinary action, save and except discipline imposed for harassment, workplace violence, theft, or security breaches shall be withdrawn from the employees personnel record twelve (12) months from the date on the disciplinary notice and cannot be used against the employee at a later date.
- 6.4 The Union and employees recognize that the employees are subject to the rules and regulations of YYC and Transport Canada. Any breach of the aforesaid rules or regulations may result in penalties which the Employer has no control over.

Employees in breach of these guidelines may be subject to discipline up to and including termination.

Article 7 – No Strike or Lockout

- 7.1 The Employer agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that there shall be no strike or work stoppage during the life of this Agreement.

Article 8 – Hours of Work and Overtime

- 8.1 The calendar week shall be from 00:00 Sunday to 23:59 the following Saturday.
- 8.2 Full-time employees, who report for work on a regular scheduled work day, will be guaranteed a minimum of four (4) hours pay.
- 8.3 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. A normal work week shall be defined as forty-eight (48) scheduled hours.
- 8.4 The Employer and the Union hereby agree to adopt a modified work schedule in accordance with the provisions of the Canada Labour Standards Regulations which is attached as Schedule "A".
- 8.5 When an employee's scheduled shift or schedule start time is to be permanently altered, the Employer will advise the

employee in writing as far in advance as possible, but not less than seven (7) days prior to the change.

- 8.6 The Employer will avoid adjusting an employee's permanent schedule for the sole purpose of avoiding paying overtime.
- 8.7 The Employer reserves the right to alter an employee's schedule to accommodate training. In such case, no schedule will be altered in such a way that the employee works less than their regularly scheduled hours.
- 8.8 The Employer shall have the right to revise shifts at any time in order to meet operational scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Employer will endeavor to accomplish this on a volunteer basis in order of seniority.
- 8.9 When an employee meets with an accident at work which hampers them from the normal performance of duties, they shall be paid a full day wages for the day of the accident.

If the worker is not able to return to their next scheduled shift, the Employer will provide the injured worker with the appropriate WCB paperwork and notify the Union WCB advocate.

- 8.10 Employees will be given a minimum of eight (8) hours free from duty between shifts.
- 8.11 All employees may be required to work on a day off, all of which shall be voluntary and awarded in order of seniority. It is agreed that employees who wish to be called on their days off, will be required to submit their name to the scheduling department on the call-out list, confirming their availability to

work on their regularly scheduled days off. The call out list will be posted bi-weekly onsite for employees to sign up for available shifts in the following pay period. The Employer will use the call-out list and assign shifts and opportunities for overtime in order of Classification/Department seniority.

- 8.12 Overtime will be paid in minimum fifteen (15) minute increments.
- 8.13 When a full-time employee is called to work and attends on one of their days off, they shall receive a minimum of four (4) hours pay at the applicable rate of pay.
- 8.14 If an employee volunteers to leave early when working overtime on their day off, they will be paid only for the time worked.

Article 9 – Part-Time Employees

- 9.1 Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than sixteen (16) scheduled hours per week, and no more than thirty (30) scheduled hours per week, except during periods of training.
- 9.2 Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- 9.3 A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- 9.4 Unless otherwise specified, all articles contained in this Agreement shall apply to permanent part-time employees.

- 9.5 Seniority (Classification) will be the deciding factor as to who gets priority on part-time shift schedules.
- 9.6 The Employer will offer the opportunity to part-time employees to move to full-time prior to offering work to new employees.
- 9.7 Seniority (Classification) will be the deciding factor as to who would move to part-time should positions be available. Should part-time employees go to full-time, they will maintain their classification seniority for a period of ninety (90) days. If after ninety (90) days, they remain as permanent full-time, they will be placed on the full-time seniority list as of the date of the transfer. Should they return to part-time status at a later date, they will be placed at the bottom of the part-time seniority list when an opening occurs in part-time.
- 9.8 Employees wishing to use this article to return to part-time must notify the Employer and the Union in writing prior to the expiration of the ninety (90) day period. Employees changing classification between full-time and part-time will not be permitted to switch again for a period of six (6) months.

In the event of layoffs, part-time employees will be laid off prior to full-time employees and junior full-time employees may be reassigned any operationally required part-time work seniority shall apply.

Article 10 – Casual Employees

- 10.1 An On-Call Casual employee will be offered work on an ad hoc basis, to cover the following:
- Illness and injury
 - Periodic training requirements

- Cover shifts not covered by full-time or permanent part-time employees, or
- Covering contingency staff requirements arising out of irregular operational situations.

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

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

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

Article 11 – Breaks and Meal Times

11.1 Employees scheduled on eight (8) and ten (10) hour shifts shall be entitled to take paid coffee and meal breaks totaling one (1) hour per shift. These breaks can be taken either fifteen (15) minutes, twenty (20) minutes, or thirty (30) minutes at a time or as a one (1) hour break subject to operational requirements.

11.2 Employees scheduled on twelve (12) hour shifts shall be entitled 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.

11.3 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.

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

Article 12 – Shift Exchange/Shift Preference

12.1 Definition:

“Shift” is defined as “day” or “night”.

12.2 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.

12.3 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.

12.4 Where the Employer is able to meet its operational requirements, preference in scheduling shall be determined by seniority.

12.5 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.

12.6 Once every six (6) months, the Employer will provide for employees to indicate their desire to be scheduled on certain shifts, at certain shift times, as outlined above. Employees who have indicated their desire will have their names placed on a list in order of their seniority. For clarity, the period from March 1st to March 15th and September 1st to September 15th each

year will be the time period for employees, if they so choose, to indicate their preferences.

- 12.7 When a vacancy occurs in a shift rotation, that shift rotation must first be offered to current employees based on seniority.

Article 13 – Shift Bids

- 13.1 Upon ratification of the contract the Employer will determine the appropriate manpower requirements based on customer requirements at the Calgary International Airport. The Employer will build a schedule that meets those requirements.
- 13.2 The new schedule will be posted seven (7) days prior to a shift bid that will occur as agreed by the Union and the Employer each year, after which Management will consult with the employees in order of classification seniority to allow them to pick their preferred shift. Once that shift is picked it is ineligible for others to pick, the next person in order of seniority will pick their preferred shift, etc. etc. Seniority by classification will prevail for the purpose of this selection.
- 13.3 Employees will have an opportunity for work selection within the classification, on basis and in order of classification seniority or start date seniority (whichever is greater).
- 13.4 The shifts will be implemented on the second Sunday, but not less than fourteen (14) days following the end of the shift selections for each classification.
- 13.5 The Employer will staff its operation with full-time employees whenever possible. It is recognized, however, that the use of part-time employees may be required in certain situations.

Therefore, the following will apply in the use and employment of all employees within the bargaining unit:

Work Schedules

- 13.6 The Employer will build full-time shift rotation in accordance with Article 8.4.
- 13.7 Hours not deemed as part of the full-time complement and any outstanding hours not allocated will be available to the part-time employees who will be scheduled between sixteen (16) and thirty (30) hours per week. Any remaining hours will be distributed to On-Call Casual employees.
- 13.8 Shift lines will be offered in order of seniority to all employees for bid in order of classification seniority. Shift lines not selected during the bid process will be assigned to the most junior employee(s) in reverse order of seniority.
- 13.9 A review of the shift schedules will take place on an annual basis. The Union will be advised of the establishment of any new schedules and the effects it may have on the bargaining unit employees.

Article 14 – Seniority

- 14.1 Seniority shall be defined as length of service with A.S.P. beginning with the date of hire.
- 14.2 The principle of seniority shall be maintained in the reduction and restoration of the work force, providing the senior person is capable of performing the remaining job.

14.3 Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the last date of hire with the Employer.

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

- if an employee quits;
- if an employee fails to report for their scheduled shift without notifying the Employer in advance of the reason for their absence, or subsequently does not make contact directly with the Employer (messages are not sufficient) within seventy-two (72) hours of start of their scheduled shift;
- is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
- fails to notify the Employer of their intention to return to work within seven (7) business days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall.

14.5 For purposes of any assignment displacements/post closures:

- (a) The affected employee shall displace the most junior person on same shift, same status, within the classification, so that they can keep their same "time of day" hours if possible;

- (b) the first displaced employee will displace the most junior on another shift, same status, within the classification if possible or (e);
- (c) the second displaced junior employee will displace the most junior employee on the last shift, same status, within the classification if possible; or
- (d) the last employee displaced will be offered casual work when available;
- (e) Any employee can opt to go directly to a casual status during this process and the displacements will stop at that point.

Article 15 – General Holidays

15.1 General Holidays shall be as follows:

- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | |

15.2 Each full-time employee shall be paid 1/20th of the wages, excluding overtime, they have earned in the four (4) week period immediately preceding the week in which the General Holiday occurs. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.

- 15.3 Each permanent part-time employee shall be paid 1/20th of the wages, excluding overtime, they have earned in the four (4) week period immediately preceding the week in which the General Holiday occurs. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.
- 15.4 In addition to 15.2 and 15.3 above, employees working on a General Holiday, shall be paid at a rate of time and one half (1 ½ X) times their regular rate of pay for all hours worked on the General Holiday.
- 15.5 In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 00:01 and 23:59 midnight, shall be considered as worked on a General Holiday for each individual employee.
- 15.6 Any time worked on a holiday is not counted in calculating overtime entitlement. The overtime threshold reduces by eight (8) hours in the week from forty (40) to thirty-two (32).

Article 16 – Vacations

- 16.1 Full-time employees shall accumulate vacation entitlement and vacation pay and part-time employees 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%

16.2 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. For part-time employees, “length of service” shall mean the employee’s length of continuous service with the Employer.

16.3 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).

16.4 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 he/she had been working.

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.

16.5 Employees may elect to direct a portion of their earnings to a second bank account. Vacation will otherwise be paid out twice annually.

Article 17 – Health and Safety

17.1 The Employer agrees to make responsible provisions for the safety and health of the employees. Dangerous practice and

devices shall be reported to the Employer and the necessary precautions to eliminate such hazards will be taken.

17.2 The Employer agrees to comply with the Occupational Health and Safety Code of Canada.

17.3 Adaptive Equipment

The Employer will endeavor to ensure adaptive equipment shall be provided where reasonably required so as to minimize the impacts of working conditions on the health and safety of employees. The Employer will further endeavor to ensure that all adaptive equipment provided by the Employer is maintained in good order. The Employer will notify YYC of any defective YYC provided adaptive equipment and will endeavor to work with YYC to ensure prompt replacement.

The Joint Health & Safety Committee will make recommendations on any adaptive equipment required in the workplace.

17.4 Attitudes towards Accommodation Issues

The Employer recognizes mental health and physical disabilities as conditions that may require accommodation under human rights legislation.

With consideration for the foregoing, the Employer commits to involving the Union in all discussions in which accommodations are being sought, considered, and/or (re)evaluated. Employees shall have the right to the presence of a Union Representative and/or Union Steward in meetings in which modified work and/or return to work programs are being discussed with an affected employee or employees.

17.5 Equipment Maintenance

The Employer will make every effort to ensure that equipment provided to employees shall be in kept in good repair.

- (a) An employee may refuse to work if they believe on reasonable grounds that the work constitutes an imminent danger to the employee's health and safety.
- (b) Prior to refusing to work, an employee must first report the issue to their Manager.
- (c) The Employer will not discriminate against an employee for reporting or refusing to work as per (a) or (b) above.

17.6 Workloads

The Health and Safety Committee shall in the course of their duties investigate, record, and make recommendations where workload is unsafe or will result in an occupational injury. The Union retains the right to grieve such issues.

Article 18 – Leaves of Absence

- 18.1 At a minimum, employees shall have all the rights and entitlements provided under the Canada Labour Code. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement as of September 23rd, 2019.

Unless otherwise stated in this article, the following shall apply to all Leaves of Absence:

Unless otherwise stated in this article, 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.

- (a) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (b) 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.
- (c) 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.
- (d) Unless otherwise stated in this Article, 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.

(e) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

18.2 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.

18.3 Status of Employee

An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request, and shall continue to receive the wages and benefits that are attached to that job.

An employee referred to is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate. An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following the birth, if she provides the Employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

Leaves are not limited to those in the above article and are subject to all relevant federal legislation as of September 23rd, 2019.

Article 19 – Bereavement Leave

- 19.1 In the event of death in the immediate family of an employee, the employee will be granted a leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: spouse, parent, step-parent, child, step-child, brother, sister, step-sister, step-brother, 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, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother, step-parent, step-child, or child, the employee shall be entitled to, up to one (1) week leave of absence with pay.

All requests for additional unpaid travel time or additional unpaid funeral/bereavement leave shall be fairly considered.

Common-law and same-sex spouses are to be recognized by the Employer for the provisions of this article.

Article 20 – Uniforms

20.1 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.

Full-Time Tactical:

4 Shirts
2 Pairs of Pants
1 Tie
1 Hat
1 Sweater or Bomber Jacket

Part-Time Tactical:

2 Shirts
1 Pair of Pants
1 Tie
1 Hat
1 Bomber Jacket

Full-time Tactical

Part-time Tactical

\$100.00

\$100.00

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.

All articles of clothing are to be returned to the Employer on termination of employment and the deposit will be returned to the employee.

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.

Article 21 – Accreditation

- 21.1 When the Employer specifically requires non-probationary employees to take further training, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at the straight time rate of pay.
- 21.2 It is agreed that the scope and requirements of the workplace change from time to time. As such the Employer may specifically require employees to take recurrence training or

other training as a mandatory requirement of job continuance within their classification of work. The employee will be expected to successfully complete this training.

- 21.3 Upon the anniversary of the Collective Bargaining Agreement, the Employer shall, provide the Union with a list of all required accreditation, licenses, certificates, and all training requirements.

Currently standard required accreditations for YYC, Transport Canada, and ASP Inc. include but are not limited to:

RAIC
DA or D AVOP
ITP
Employer Onboarding
Province of AB Security License
Criminal Record Check

First Aid training is a requirement of employment and the responsibility of the employee. The employee has the option to select where they would like to be certified. If the employee chooses to be certified by the Employer, certification will be done on the employee's free time and at a cost of seventy-five (\$75.00) dollars.

- 21.4 The Employer has the right to implement accreditation and training programs as it sees fit, regardless of whether the accreditation and training programs are mandated by a regulatory body or determined by the Employer to be relevant to the employees' line work.

- 21.5 The Employer agrees to reimburse individuals for the cost of security guard licenses or any other certification that is a condition of employment.

21.6 The Employer shall hold back three hundred (\$300.00) dollars for each RAIC, and twenty-five (\$25.00) dollars for each parking pass or other ID that the employee is issued through their tenure with the Employer. Upon termination of employment the employee is required to return their ID prior to the last processing date for payment of wages. Upon proof of return, the ID deposit will be refunded back to the employee. The employees will be deducted at maximum of twenty-five (\$25.00) dollars per pay cheque.

Article 22 – Discipline and Employee Records

22.1 The Employer agrees that, effective immediately upon Union ratification of this Collective Agreement, all employees employed at the date of ratification shall have the records of any discipline fully expunged from their personnel files and any other files that may exist. To be clear, employees shall not be affected by any discipline records that may be on their files prior to ratification of this Collective Agreement.

22.2 Employees shall have the right to review and take copies of their complete disciplinary and personnel files and records. A duly authorized full-time Union Representative shall be provided copies of the complete disciplinary and personnel files and records of each employee upon written request.

22.3 The Union hereby agrees to waive its rights to file any form of action, complaint, and/or grievance, before any arbitrator, board, court, tribunal, and/or any other lawful forum that has the legal authority to adjudicate workplace disputes relating to workplace issues such as, but not limited to: labour, employment, human rights, or any other matter between that parties that dealt with a period prior to the implementation of this Collective Agreement.

Article 23 – Non Discrimination

23.1 Neither party shall discriminate against any employee on the basis of Union activities, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered. The parties agree to act in accordance with the Canadian Human Rights Act and that the foregoing grounds are subject to the bona fide occupation requirements permitted in law.

Article 24 – Work Expectations

24.1 Employer submits that workloads and work assignments are defined under health and safety.

Article 25 – Parking

25.1 The parking program will provide the eligible employees with free parking, for use during their shift. Employees will be required to provide the make, model, and license plate number of their vehicle prior to receiving ability to utilize a parking pass.

Article 26 – Probationary Period

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

Article 27 – Management Rights

- 27.1 Unless expressly limited or addressed by this Agreement, the Employer retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, discipline, and terminate employees for proper cause and consistent with the current Collective Agreement.
- 27.2 The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union. The Employer will notify the Union of any changes to the rules and regulations prior to implementation, and post notices of these changes prior to implementation.
- 27.3 Employment shall be terminated for any of the following reasons:
- if an employee quits;
 - if an employee fails to report for their scheduled shift without notifying the Employer in advance of the reason for their absence, or subsequently does not make contact directly with the Employer (messages are not sufficient) within seventy-two (72) hours of start of their scheduled shift.
 - is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;

- fails to notify the Employer of their intention to return to work within seven (7) calendar days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
- Works for a direct competitor of the Employer. The Employer shall intervene on the Union's behalf if this article leads to complaints filed against the Union.

Fails to return to work upon the expiration of an authorized leave of absence or vacation without notifying the Employer.

Article 28 – Term of Agreement

- 28.1 Except as otherwise specified, this Agreement shall be effective the Sunday following ratification (December 29th, 2019) and shall remain for a period ending September 23rd, 2022 and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other party of its intentions to negotiate a revision thereof.

Article 29 – Benefits

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

The employee will not be required to pay more than seventy-three dollars and four (\$73.04) cents for family coverage and

twenty-three dollars and seventy (\$23.70) cents 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.

Article 30 – Sick Days

30.1 Following probation, every employee is entitled to three (3) paid sick days per calendar year.

Article 31 – Finance Committee

31.1 The finance committee will be responsible for the review of ASP attrition rates and the allocating of any additional resources resulting in higher than expected probationary and year one employees within the workforce. This will transpire one (1) year following the date of ratification (December 22nd, 2019).

At least one (1) member of each job classification will be a part of the committee.

Signed this _____ day of _____, 2020.

A.S.P. Incorporated

United Food and Commercial
Workers Canada Union,
Local No. 401

For the Employer:

For the Union:

Dean Lovric
Angus Wilson

Jotpreet Benipal
Mehoob Raza
Danielle Ropson
Jermaine Ricketts
Zeeshan Shah
Patrick Lester
Saba Mossagizi
Chris O'Halloran

This Agreement was ratified on December 22nd, 2019.

Appendix “A” – Wages and Benefits

	Access Control	Airside Access	Terminal Patrol	Mobile Patrol	SOC Operator	Dispatch Operator
Current	\$18.67	\$18.67	\$20.06	\$20.06	\$20.30	\$20.30
Probation	\$16.75	\$16.75	\$18.25	\$18.25	\$19.25	\$19.25
>3 and <12 Months	\$17.25	\$17.25	\$19.00	\$19.00	\$19.25	\$19.25
Year 2	\$19.22	\$19.22	\$20.63	\$20.63	\$20.87	\$20.87
Year 3	\$19.49	\$19.49	\$20.92	\$20.92	\$21.16	\$21.16
Year 4	\$19.76	\$19.76	\$21.20	\$21.20	\$21.45	\$21.45

Effective January 1st, 2020

All current ASP Security Guard will move to the Year 2 rate of pay. This means:

<p>Access control will receive a:</p> <ul style="list-style-type: none"> • \$0.55 raise January 1st, 2020 • \$0.27 raise January 1st, 2021 • \$0.27 raise January 1st, 2022 • Total raise over the length of agreement: \$1.09 <p>Airside Access will receive a:</p> <ul style="list-style-type: none"> • \$0.55 raise January 1st, 2020 • \$0.27 raise January 1st, 2021 • \$0.27 raise January 1st, 2022 • Total raise over the length of agreement: \$1.09 <p>Terminal Patrol will receive a:</p> <ul style="list-style-type: none"> • \$0.57 raise January 1st, 2020 • \$0.29 raise January 1st, 2021 • \$0.28 raise January 1st, 2022 • Total raise over length of agreement: \$1.14 	<p>Mobile Patrol will receive a:</p> <ul style="list-style-type: none"> • \$0.57 raise January 1st, 2020 • \$0.29 raise January 1st, 2021 • \$0.28 raise January 1st, 2022 • Total raise over length of agreement: \$1.14 <p>SOC will receive a:</p> <ul style="list-style-type: none"> • \$0.57 raise January 1st, 2020 • \$0.29 raise January 1st, 2021 • \$0.29 raise January 1st, 2022 • Total raise over length of agreement: \$1.15 <p>Dispatch will receive a:</p> <ul style="list-style-type: none"> • \$0.57 raise January 1st, 2020 • \$0.29 raise January 1st, 2021 • \$0.29 raise January 1st, 2022 • Total raise over length of agreement: \$1.15
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Additionally, following the ratification of the new contract, every employee will receive a one hundred fifty (\$150.00) dollar signing bonus on their next pay cheque.

Post-Probation **Full-Time Employees**
 Policy #: G3849-009 Division 009
 Benefit Provider: Empire Life



BENEFIT	COVERAGE	NOTES
Basic Life Insurance	\$30,000	Reduces by 50% at age 65 Terminates at age 85 or prior retirement or policy termination date
Accidental Death & Dismemberment	\$30,000	Reduces by 50% at age 65 Terminates at age 85 or prior retirement or policy termination date
Dependant Life Insurance	Spouse: \$10,000 Child: \$5,000	Terminates at age 85 or policy termination date
EXTENDED HEALTH BENEFITS		
Benefit Period: 12-month period from January 1st to December 31st (All extended health coverage is per benefit period unless otherwise specified). Termination Age: Employee's age 85 or prior retirement or policy termination date.		
Deductible per benefit period: Single Coverage \$0.00 Family Coverage \$0.00		
Drug Coverage: Generic Prescription	\$4,000 100% Coinsurance	<ul style="list-style-type: none"> Coverage is per certificate (Insured employee and insured dependants combined) Employee pays the full cost of the dispensing fee
Major Medical:		
Accidental Dental	No Maximum**	
Diagnostic Tests	\$500	
Hearing Aid	\$500 per every 60 months	
Routine eye exam	\$80, 1 exam per every 24 months	
Routine Eye Exam, dependants up to age 18	\$80, 1 exam per 12 consecutive months (see notes)	<ul style="list-style-type: none"> Benefit coverage every 12 months for dependent children up to age 18 Must be submitted through OHIP first (children age 0-19 are eligible for 1 annual eye exam through OHIP)
Ambulance Service	No Maximum**	<ul style="list-style-type: none"> Reimbursement coverage for the cost to and from the hospital by a licenced ambulance
Private Duty Nursing	\$10,000 per benefit period	<ul style="list-style-type: none"> Requires prior approval by Empire Life Recommended by a physician
Hospital Coverage:		
Hospitalization	Semi-Private Room	No limit to the number of days of confinement
Convalescent Hospital	\$20 per day, 120 days per claim	Insured person must be admitted to the Convalescent Hospital within 14 days following a period of bedrest while admitted in a hospital for at least 5 days
Medical Supplies & Appliances: Doctor's referral is required for all Medical Supplies & Appliances.		
Apnea machine (CPAP)	\$2,000, 1 per every 60 months	
Apnea machine supplies Apnea mask	No maximum** 1 per benefit period	
Blood pressure monitor	\$100 per lifetime	
Brace	\$300, 1 per benefit period	
BENEFIT	COVERAGE	NOTES

Post-Probation **Full-Time Employees**

Policy #: G3849-009 Division 009

Benefit Provider: Empire Life



Crutches	No maximum**	
Custom Orthotics	Orthopaedic shoes and custom orthotics have a combined maximum of \$200 per benefit year	
Orthopedic Shoes		
Diabetic Monitor	\$1,000 per lifetime	
External Breast Prosthesis	1 per benefit period	
Hospital Bed	No Maximum**	
Insulin Pump	\$4,000 per every 60 months	
IPP Breathing machine	No maximum**	
Support Hose	\$100 per benefit period	
Surgical Bras	2 per benefit period	
Viscosupplementation	\$600 per benefit period	
Wheelchair, Electric	\$3,000 per lifetime	
Wheelchair, Manual	\$1,000 per lifetime	
Wigs, post-chemotherapy	\$500 per lifetime	
Additional information on medical supplies covered can be found in your Employee Benefits Booklet. Additional PDF copies can be requested by emailing asphr@security-asp.com .		
Paramedical Practitioners – Must be regulated/registered or possess required credentials		
Chiropracist	Coverage is combined among all Practitioners and capped at \$500 per certificate (employee & dependants) per benefit year.	
Chiropractor		
Clinical Psychologist		
Massage Therapist		Doctor's referral required for massage therapy
Naturopath		
Occupational Therapist		
Osteopath		
Physiotherapist		
Podiatrist		
Social Worker (MSW required)		
Speech therapist		
Out of Province Emergency – One period is 60 continuous days from date of departure. For more information on Out of Province Emergency benefits please refer to your Employee Benefits Booklet. Additional PDF copies can be requested by emailing asphr@security-asp.com.		
Travel Emergency Assistance Program	\$5,000,000 lifetime maximum (combined)	Phone numbers to call if emergency medical is needed while travelling: Toll Free: 1-800-321-9998 Collect: 519-742-2800 Provide the four digit Allianz Global Assistance ID # 9094 which appears on your Benefit Card

**If no maximum is listed, the company will pay the reasonable and customary amount for supplies that are medically necessary for treatment

For online claim submission and to learn more about your coverage, go to <https://pmw.empire.ca/pmwweb/logout.do> and REGISTER NOW

Appendix “B” – Averaging

Schedule A

SCHEDULE IV

(Section 6)

Notice of Averaging of Hours of Work

Name of employer:

- a) ASP Security.

An identification of the affected employees:

- b) All ASP Security employees working out of Calgary International Airport.

Address or location of workplace:

- c) Calgary International Airport.
2000 Airport Road NE
Calgary, AB T2E 6W5

Number of weeks in the averaging agreement:

- d) 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.

- e) Needs of the client.

Reasons for the length of the averaging period:

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

Hours of work in each work day:

- g) 12 Hours.

in each work week

- h) 32-48.

Date the averaging of hours of work comes into effect:

- i) Upon ratification.

Note: This notice is posted in accordance with section 6 of the Canadian Labour Standards Regulations which requires that the employer notify affected employees of details of the averaging of hours of work at least 30 days before the averaging takes effect and also requires that the information contained in this notice remain posted for the duration of the averaging of hours of work.

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

Letters of Understanding

Letter of Understanding #1 – Dental Plan for ASP Security guards at YYC

Below is a summary of the proposed benefit coverage for dental coverage for the ASP Security guards working at Calgary International Airport that will be put in place upon ratification of the new collective agreement.

Dental Insurance (partially employee paid):

- 80% for basic services
- 50% for major services
- Annual maximum of \$1,000 for all services combined
- Basic services include items such as:
 - Recall exams
 - Cleanings, and fluoride
 - Once every 6 months
- Fillings – includes tooth coloured fillings
- Periodontic scaling to 8 units per year
- Endodontics (i.e. root canals)
- Dental services are reimbursed based on the current fee guide
- Coverage terminates the earlier of age 70 or retirement

Employee portion to be paid: Family coverage = \$73.04/mth, Single coverage = \$23.80/mth.

Half of the employee portion will be deducted biweekly.

Signed this _____ day of _____, 2020.

A.S.P. Incorporated

United Food and Commercial
Workers Canada Union,
Local No. 401

For the Employer:

For the Union:

Dean Lovric
Angus Wilson

Jotpreet Benipal
Mehoob Raza
Danielle Ropson
Jermaine Ricketts
Zeeshan Shah
Patrick Lester
Saba Mossagizi
Chris O'Halloran

This Agreement was ratified on December 22nd, 2019.