



## IAM YYZ AIRPORT SCREENERS LOCAL LODGE 2921

### Collective Agreement Tentative Agreements and Arbitration Award

Dear Sisters and Brothers,

Your Negotiations Committee has received the arbitration award concluding negotiations. Bargaining throughout this pandemic was extremely difficult as the process began as the Covid-19 pandemic was just beginning and the Company claimed they did not have the money. In Short, here are some of the positives were attained:

1. Enhanced layoff and Recall Language – 36 Month Recall, Benefit continuation for 14 days after layoff.
2. Improved Shift Trade language – Company will not suspend Webapps(during shift changeover)or suspend shift trades for not meeting 16 hour requirements.
3. Improved Health and Safety/Harassment/Human Rights language
4. Company will not force on full vacation if vacation not accrued. (Must take minimum two weeks)
5. Pension \$1.15 per hour worked in year three
6. Compensation package of 7.1% over three years
  - \$1400.00 Full time, \$700.00 Lump Sum Year One (equates to 2.6%)
  - 2.25% Across all scales - Year 2
  - 2.25% Across all scales - Year 3

Negatives through arbitration:

1. Article 3.6 – Size of Negotiations Committee – 3 Less negotiations committee members
2. Article 8.5 – Bid by Qualification Year Three. Company to allow up to 15% non-qualified to bid into work locations. If unqualified, must pass training or not be able to bid until training passed.



## IAM YYZ AIRPORT SCREENERS LOCAL LODGE 2921



This package contains two distinct elements and they are; tentative agreements and the arbitrated award of outstanding items. There are 15 tentative agreements that the Union and Company agreed to and the articles are as follows:

1. Article 8.3
2. Article 9
3. Article 10.3
4. Article 10.5
5. Article 11.1
6. Article 17.2
7. Article 21
8. Article 27.3
9. LOU 4
10. LOU 5 – TL
11. LOU 6
12. LOU 13
13. LOU 14
14. LOU 15
15. LOU Tech Change

There were 12 issues that were arbitrated on Aug 6, 2021 and they are as follows:

1. Article 3.6 – Size of Negotiations Committee - **Company Issue**
2. Article 8.5 – Bid by Qualification – **Company Issue**
3. Article 25 – Wages – Union Issue
4. LOU #3 – Pension – Union Issue
5. LOU #10 – Transfers – Union Issue
6. LOU #XX Pandemic Proposal – Union Issue
7. Article 9.1 – Recall 36 Months – Union Issue
8. Article 10 – Layoff and Recall Provision – Union Issue
9. Article 18 – Maternity/Paternity Proposal – Union Issue
10. Article 20.3 – Pay Error Proposal – Union Issue



## IAM YYZ AIRPORT SCREENERS LOCAL LODGE 2921

11. Article 28 – Benefits, Sick days, Parking – Union Issue
12. LOU – Me Too Clause – Union Issue

The arbitration award is attached.

The lump sum payment will be \$1400.00 for Full time and \$700.00 for part time. This lump sum equates to 2.6% and will be paid via separate cheque within 30 days.

If you have any questions your negotiations team members will be in the workplace over the coming days or feel free to reach out.

Your Negotiations Committee would like to thank you for your solidarity throughout the bargaining process.

Stay safe stay strong.

In Solidarity,

Your Negotiations Team

August 27, 2021

Keith Aiken	Tayeb Lharti	Yama Toki
Glen Remy,	Hassan Jama	Ayan Abdulle
Umberto Mastroianni	Binu Janardanan	Sardar Kabir
Loveleen Tiwana	Sanja Lasica	

Article 8.3

Employees shall be considered probationary employees during the first one eighty (180) days after orientation. The company shall have the right in its sole discretion, to lay-off, dismiss, or terminate any such probationary employee based on its evaluation of the employee having regard to factors such as, but not limited to, work performance and general attitude. The company commits to meeting with the probationary employee up to two (2) times during the probationary period to review job performance. If the company has met with the employee and the performance has not improved, the company would have the right to terminate the employee. Employee laid off dismissed or terminated after these meeting will not have the right to grieve the Company's decision, nor will the Union have this right.

Union Proposal – Article 8.3

Date: 09/11 / 2020 Time: 16:45 Pass:

Tentative agreement:

Union:  Nov 9, 2020

Company: 

1. Article 9 – Layoff and Recall (NEW) – Housekeeping – as will be Article 10

When there is a reduction in budget and the Employer decides to lay off screeners, this process shall be followed:

- a) Lay off will be on the basis of reverse seniority starting from the bottom of the Master seniority list, the master seniority shall include all Terminals.
- b) Employee (s) laid off shall be notified in writing by the Employer, as per Canada Labour Code
- c) The Employer agrees to pay the full cost of the Welfare plan on each laid off employee's behalf to a maximum of 14 calendar days.

Recall

- a) The Employer shall recall all employees laid off before hiring new employees.
- b) The Employer will recall in order of seniority, most senior first.
- c) Employees to be recalled shall be notified in writing by email and/or phone up to two (2) weeks in advance of the date of recall. The union will also be notified in writing.

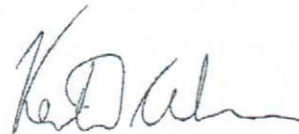
Note: It shall be the duty of the employee to notify the company and union promptly of any change of address, email and phone number. If the employee fails to do so, the company and union shall not be held responsible for failure of notice to reach such employee.

Proposal – Article 10 (NEW)

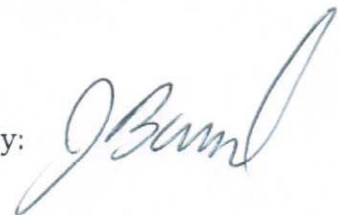
Date:        Time:

Tentative Agreement

Union:



Company:



**Section 10.3**

The Company shall post work schedules for permanent sites, with standard hours, at least two (2) weeks in advance of the implementation of the work schedule with a copy to the Steward (or designate) upon request.

The Company will endeavour to provide maximum advance notice for sites or assignments that do not run with pre- determined hours.

The Company however may change posted work schedules due to unforeseen circumstances in which case the Company shall endeavour to contact the employee(s) concerned at their residences, at least twenty-four (24) hours before such change.

**Section 10.3**

The Company shall post work schedules for permanent sites, with standard hours, at least two (2) weeks in advance of the implementation of the work schedule with a copy to the Steward (or designate) upon request.

The Company will endeavour to provide maximum advance notice for sites or assignments that do not run with pre- determined hours.

The Company however may change posted work schedules due to unforeseen circumstances in which case the Company shall endeavour to contact the employee(s) concerned ~~at their residences~~, at least twenty-four (24) hours before such change.

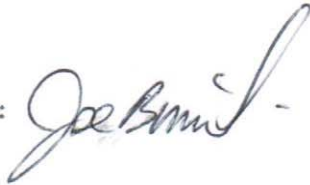
**Tentative Agreement**

Date Nov 10/20

Union:



Company:



Article 10.5 h)

h) The Company will call out employees based on seniority in their respective terminals. Eg. Employees in T1 will be called for the requirement in T1. The senior employees will be called first proceeding down the list until the requirement is fulfilled.

Proposal – Article 10.5 h)

Date: November 9, 2020

Time: 16:10

Tentative Agreement

Union: *[Signature]* Nov 9/20

Company: *[Signature]*

CB-10.5  
- Passed Nov 9/20  
- 11:00

Article 11.1 – Bereavement – Amend to read as follows:

In the case of death in the immediate family (mother, father, husband, common-law spouse, wife, children sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son in law, daughter in law, grandchildren, and grandparents) upon notification to the Employer, the affected employee shall be granted up to five (5) days leave of absence with pay. The Company shall grant an additional leave of absence of (7) days without pay to attend the funeral if the funeral occurs outside a seven hundred kilometres (700kms) radius of the employee's normal work location.

If an employee is notified of a death in his/her immediate family, as defined above, he/she shall be relieved from duties and paid for the balance of his shift.

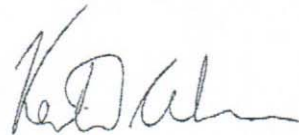
Bereavement leave requests will be subject to the Canada Labour Code, for the period of absence.

Proposal – Article 11 (NEW)

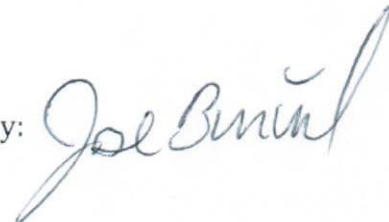
Date:        Time:

Tentative Agreement

Union:



Company:





Article 17.2 – Union Office – Amend to include the following:

The Employer will provide the Union with an office at Terminal 1 and an office at Terminal 3, at the Employer's expense, and a phone at Union's expense.

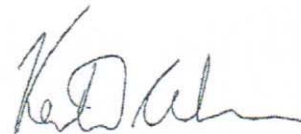
At T-5, the Employer will ensure the Union is provided an appropriate location for the placement of a filing cabinet.

Proposal – Article 17.2

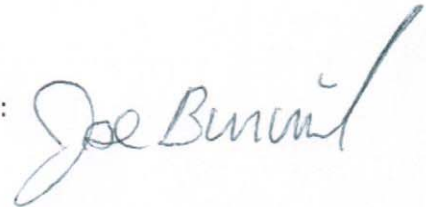
Date:      Time:

Tentative Agreement

Union:



Company:



**TEAM LEADER**

The parties engaged in discussions around the issues of the current Team Lead process and have agreed to the following:

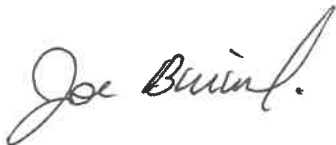
1. The Company commits to an annual evaluation of the existing Team Leader. Mandatory training, testing and an overall assessment will be administered.
2. The Company will acknowledge that any member acting as a Team Lead will be solely acting on behalf of the Company.
3. The Company commits to having weekly meeting in collaboration with the Chief Steward to resolve labor disputes.

Tentative Agreement

Union:



Company:



Date: JANUARY 19, 2021

## **Article 21 Health and Safety**

### **Section 21.1**

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

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

### **Section 21.2**

The Company agrees to continue to maintain provisions for the safety of its employees during the hours employment and to provide an accident prevention program with reference to accident hazards.

### **Section 21.3**

Any outstanding matter relevant to the safety conditions may be brought up and dealt with at a meeting between the Union and Management should the matter not be resolved between the Safety Committee and the Company.

### **Section 21.4**

The Union, in cooperation with the Company, shall encourage employees to work in a safe manner and shall promote healthy and safe working conditions.

### **Section 21.5**

The Company will provide fridges, tables and microwaves for employee' lunchrooms. In the event of broken or malfunctioning of these items, they will be replaced withing three (3) business days, except in the event of vandalism.

The company will be responsible to repair or replace furniture in lunchrooms within five (5) business days, except in the event of vandalism.

### **Section 21.6 (Housekeeping – moving from 21.4 only)**

It is the policy of the Company to make available to employee who have suffered an injury, work that is within their capabilities until such time as they are able to resume full -preinjury duties. The company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, The Workers Safety Insurance Act and other related legislation.

### **Section 21.7**

#### **Harassment, Discrimination and Violence**

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

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

**i. Discrimination/Harassment**

The Company and Union agree that discrimination and / or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited.

**ii. Sexual Harassment**

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

**iii. Bullying**

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

**iv. Workplace Violence**

Workplace violence and aggression occur when an employee is abused, threatened, or assaulted. In essence, the definition of workplace violence extends to any action or behaviour that could lead to an incident that impacts the health and safety of an employee.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action or actions contravening the Workplace Harassment, Discrimination and Violence policy or protocols may constitute grounds for discipline up to and including termination.

**b) Confidentiality**

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information, **regarding domestic violence**, will be kept on an employee’s personnel file without their express written permission.

**c) Complaint Procedure**

- i. Any complaint involving allegations or discrimination, harassment or violence, as defined in Article 21, may be reported in confidence directly to management or the Union.
- ii. Reporting an incident can be done verbally or in writing, as per the Harassment, Violence and Discrimination Policy.
- iii. Once a complaint(s) is brought forward, both the Employer and the Union must be made aware of the complaint in writing, the Employer will provide confirmation within one (1) working day of receipt of the complaint.
- iv. The complaint will commence the investigation process within five (5) working days. The investigator will provide estimated timelines for the investigation. If an investigation is to exceed a period of thirty (30) days, both the Chief Chairperson and Human Resources will have discussed the reasoning.
- v. A Union Representative or Steward will be present during the interview of individuals covered by the collective agreement, to ensure the complaint is investigated in a fair and impartial manner, that protects the privacy interest of all involved.
- vi. The name of the complainant or the respondent(s) related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.
- vii. The respondents accused of harassment has the right to know and respond to all allegations.
- viii. The Employer will take actions it considers appropriate to resolve the complaint

**d) Workplace policy**

The Employer will develop a workplace policy, in alignment with applicable legislation, on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. It will explain the appropriate actions to be taken in the event that an employee reports harassment, discrimination, violence, domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

**f. Workplace supports and training**

- i. The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.
- ii. **The parties agree that anti-discrimination, violence and anti-harassment training will be delivered for new employees and current employees as a refresher.**

- iii. The Employer will identify a contact in [Human Resources/Management] who are trained specifically in crisis, domestic violence and privacy issues, for example training in domestic violence risk assessment and risk management. The Employer will advertise the names of the designates to contact to all employees.

e) **General (Moved – no change to company proposal - HK)**

- i. The Employer and the Union realize the benefits derived from adherence to the appropriate federal Canadian Centre for Occupational Health and Safety Regulations (CCOHS) polices, Canada Labour Code (CLC), and applicable legislation, practices and procedures, all of which promote and maintain a safe and healthy workplace.
- ii. ~~The Employer will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.~~ The Union will cooperate to promote adherence to the appropriate federal relations, policies, practices and procedures.
- iii. **Nothing in this Article shall be considered to negate the right of an employee to file a grievance, as per Article 5.**

Proposal – Article 21

Date: 03/12/2020 Time:

Tentative Agreement

Union:



Company:



Section 27.3

Part-time employees shall be given first consideration should full-time work become available based on seniority.

Tentative Agreement:

Union:

*UAW*

Company:

*Joe Buis*

Date: 11/10/20 Time:

LETTER OF UNDERSTANDING NO. 4

BETWEEN

GARDA OF CANADA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

The Company will make every effort to make vacation pay available to employees when they take their vacations providing the paperwork is properly filled out.

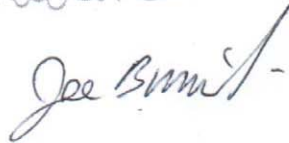
An employee on any protected leave/layoff greater than two (2) months cannot be required to take vacation where there is insufficient accrued vacation pay to cover their regular earning for the time taken. It is mutually understood that each employee is required to take a minimum of two (2) weeks

Tentative Agreement

Union:



Company:



Date: Nov 10/20 Time:



**LOU 6**

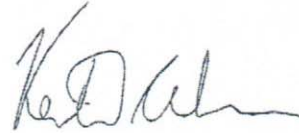
The company agrees that the current practice of shift trades will be maintained throughout this current collective agreement. The company commits that they will not suspend the web-apps application for the shift bid. Both parties acknowledge that during the shift transition, employees may be scheduled to work for more consecutive scheduled days/hours than on their previous schedule as they transition from one bid to another. Both parties agree that this letter of understanding is an enhancement to Article 10.9

Proposal – LOU 6

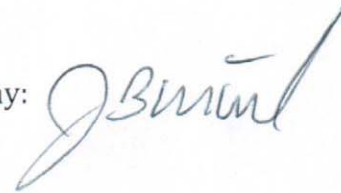
Date:      Time:

Tentative Agreement

Union:



Company:



LOU 13

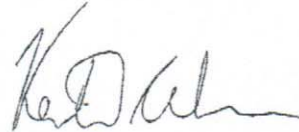
Further to the existing language in Article 10.9, the parties discussed the minimum requirement for certification. The parties recognized that should an employee fail meet the 16 hours PBS or HBS, the Employer may apply progressive discipline.

Proposal – LOU 13

Date:        Time:

Tentative Agreement

Union:



Company:



(New) LOU 14

LETTER OF UNDERSTANDING #14

Re: No Discrimination

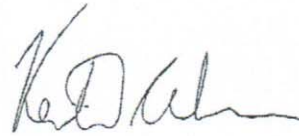
The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, martial status, source of income, political belief, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the Canadian Human Rights Act.

Proposal – Article LOU 14

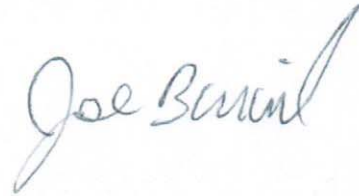
Date:      Time:

Tentative Agreement

Union:



Company:



LETTER OF UNDERSTANDING #15

Re: Emergency Response

The parties agree to meet within thirty (30) days of the renewal of the Collective agreement to review the current Emergency Response Plan (ERP), relating to the COVID-Pandemic.

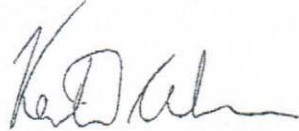
If another National Emergency is declared, within Canada, the parties agree to meet within thirty (30) days, possibly sooner, to discuss an Emergency Response Plan (ERP).

Proposal – Article LOU 15

Date:      Time:

Tentative Agreement

Union:



Company:



New Article – Tech Change

When introducing new or different technology, the company and bargaining agent will meet prior to the new technology's anticipated implementation date when possible.

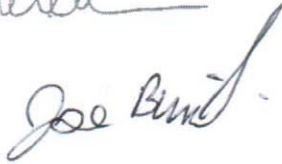
In the event the technological change will have a negative impact on employment levels, the Employer will meet with the Local Union without delay with a view to exploring ways to mitigate the impact of the technological change on affected employees.

Tentative Agreement

Union:



Company:



Date:

Nov 10/20

In the Matter of an Interest Arbitration.

Between

Garda World Security Screening [employer]

And

International Association of Machinists and Aerospace Workers, District 140 [union]

And

In the Matter of the Renewal of a Collective Agreement Which Expired on March 31, 2021

Before: M. Brian Keller, arbitrator

Joe Burcul, Stefan Prabhu, Debby Taylor, for the employer

Keith Aiken, Tayeb Lharti, Yama Toki, Glen Remy, Hassan Jama, Ayan Abdulle, Umberto Mastroianni, Binu Janardanan, Sardar Kabir, Loveleen Tiwana, Sanja Lasica, for the union

Hearing by videoconference on August 6, 2021

## AWARD

This Board of Arbitration was consensually appointed by the parties and this award is final and binding on both parties.

The employer is responsible for providing screening services at Toronto Pearson airport. It also provides the same services at other airports in Canada, but this award deals only with employees at Pearson airport.

The union is an international trade union representing more than 12,500 employees in the aviation industry internationally. In Canada, the union is the largest trade union in the aviation sector, representing approximately 16,000 members across the country through Transportation District Lodge 140. It currently has approximately 2500 members at Garda.

Although this is not the first time these parties have been forced to resort to interest arbitration, it is nonetheless useful to review the principles of interest arbitration.

Interest arbitration is the process by which, unions and employers, unable to reach mutual agreement at the bargaining table, resort to in order to finalize and conclude their collective agreement and in order to avoid either a strike or a lock out. Interest arbitration is not a new process. It is a process with which these parties are familiar, and a process participated in by me many times.

The essence of interest arbitration is an attempt by the arbitrator to replicate the agreement the parties would likely have reached on their own had negotiations been successful. In order to achieve this replication, the arbitrator considers a number of objective factors and criteria that have been developed and used by arbitrators over many years. Those factors include the economic context, comparability, replication, demonstrated need, and total compensation, among others.

In an interest arbitration award dated October 9, 2009, between the City of Ottawa and Amalgamated Transit Union, local 279, the Board wrote:

*“In summary, interest arbitration follows a process, understood by the parties, that has developed over many years. It is a process by which the arbitrator attempts to duplicate the result of the parties would likely have achieved if negotiations were successfully completed for leap by the parties themselves. The process within the context of the local community and the specific operations of the employer, to consider what is the norm for similar occupations*

*elsewhere in the province, as well as taking into account what the employer has agreed to with its other employees.”*

In the instant case, this award is based on the above enunciated principles. In addition, the arbitrator, who has long experience with these parties, has taken that experience into consideration.

I wish to thank the parties for their helpful and thorough written and oral submissions.

Before dealing with each of the individual issues in dispute, I make the following comments with respect to the arguments made by the parties with respect to how to consider increases in the cost-of-living index. First, the cost-of-living index is a blunt tool which does not accurately reflect the actual increase or decrease in the cost of living that applies to individuals. It is a snapshot in time that uses a wide basket to attempt to calculate how much the cost of living has increased for the general public in a given geographic area. It uses a “basket of goods” approach to attempt to replicate the cost of living for individuals or households. What it does not, and cannot, do is replicate the actual spending for individuals or households. For example, if an individual does not own an automobile, the increase in the price of gasoline has no direct effect on them. For example, the increase in shelter costs varies depending on whether an individual owns or rents. For example, the increase in the price of food depends on what food is being purchased.

Thus, while looking at the consumer price index gives us a general sense of how much prices are increasing, it does not indicate that, in individual cases, it is an accurate reflection of how individual households are being affected.

In addition, economists have noted that the CPI for the last two years in particular might be an even more problematic way of determining what is happening with the economy generally, and cost increases in particular. In a recent article, dealing with the current rate of inflation, the Governor of the Bank of Canada, Tiff Macklem, wrote:

*“Why is inflation higher now? It is mostly because of the unique circumstances of the pandemic. Prices for many goods and services plunged last year. Today’s inflation rate compares prices now with their depressed levels a year ago, making the increase more dramatic.*

*The average price for gas, for example, fell below \$0.80 a litre in March last year. But gas prices recovered over the following few months, and rose further as the outlook brightened. So, gasoline prices are now close to \$1.40—well above their levels from a year ago.*



*That is not the only way the pandemic has affected inflation. Containment measures made it harder for companies to get the workers and the supplies they needed to produce some goods. At the same time, people were buying more goods because they could not buy hard to distance services [for example, they may have bought a bicycle instead of a gym membership], and this had a big impact on some prices. New cars and many electronics are more expensive now because the pandemic created a global shortage of computer chips.*

*Shipping problem made it hard to move goods around, making some products scarce. And the prices of many commodities like lumber went up with strong demand for housing.*

*All these factors have driven prices up, but none of them are likely to last. So, we should not overreact to these temporary price increases. Lumber prices have already fallen sharply. Over the next few months, there may be more disturbances and sharp price movement as we return to more normal activities. But as we have seen, Canadians are adaptable and resilient. Inflation should move back inside our target range next year as businesses work through these temporary factors and the people who lost their jobs during the pandemic rejoin the workforce.”*

To further illustrate Mr. Macklin’s point, the average price of a litre of gasoline in Toronto at June 30, 2021, was \$125.6 per litre. On June 30, 2020, the price was 91.2 cents per litre, while in 2018, it was \$1.299 per litre. Thus, while there was certainly sticker shock between 2020 and 2021, which has had a marked effect on the CPI, the rise is attributable to the fact that because of the pandemic, prices cratered in 2020, and rose to more “normal” levels in 2021.

The last point I wish to make with respect to the cost of living is that it is undeniable that living in Toronto is more expensive than living in most other places in Canada. This is particularly so when one compares the cost of living in Toronto versus the cost of living in London, for example. But this cost discrepancy is recognized by the fact that the wages paid by the employer in Toronto are greater, for essentially the same work, than in London.

In consideration of what is written above, I award as follows:

All matters previously agreed to by the parties, including sign offs completed during interest arbitration. Additionally, the sign offs set out in the party’s briefs, and any matter agreed to between the hearing and the date of this award form part of this award. With respect to the remaining outstanding issues, any matters not specifically referred to in this Award remain unchanged.

Name Change

The name of the employer is changed to GardaWorld Security Screening Inc.

Article 3.6

The employer proposal is awarded.

Article 8.5

While the employer proposal is awarded, it is with the caveat that the necessary training will be provided to ensure that the 15% threshold can be met.

Article 25

The employer language is awarded except that the wage increases for years two and three shall each be 2.25%.

The lump sum is to be paid within 30 days of this award to employees active as of the date of this award.

The employer proposal regarding TTL is not awarded.

LOU 3

Effective April 1, 2023, the employer contribution to the Pension Fund shall be \$1.15 per hour worked.

LOU 10

The existing language is renewed with the addition of the language proposed by the union which provide safeguards for the union.

## Pandemic Proposal

The language is no is not required as this is a function of everyday labour relations. Accordingly, it is not awarded.

### Article 9.1

The union proposal is awarded.

### Article 10

The union proposal is awarded.

### Article 18

This is not by any means the industry norm and, accordingly, it is not awarded.

### Article 20.3

In law, there is a principal called “de minimis non curat lex”. Effectively, this means that the issue is so small that the court should not become involved. With respect to this, it is not my intention to minimize the effect that pay issues have on employees. My decision to not award this proposal is based solely on the evidence produced at the hearing, where, in response to my questioning, the union indicated that there were only approximately eight errors per month. Assuming that is the case, and I rely on the evidence produced at the hearing, I am not of the opinion that the remedy requested by the union is appropriate at this time. Should the number of errors reach a point where the principle of de minimis ceases to apply, this matter should be looked at again by the parties.

### Article 28

I have looked at the union proposal very carefully. The current health, and vision levels are normative in the industry and it is for that reason that I am not awarding the union proposal. The parking proposal is not normative and is, therefore, not awarded.

The union proposal with respect to sick days is also not normative and is well beyond what is provided in the Canada Labour Code. It is, therefore, not awarded.

### Me Too

It goes without saying that in collective bargaining the particular circumstances of the bargaining unit and the employer drive the results of the bargaining. What is appropriate for one bargaining unit may not be appropriate for another. What drives the result in one location may be very different from what drives the result in another.

To say that me too clauses are as rare as hen's teeth is an understatement. Parties negotiate each collective agreement based on the needs of the employees and the employer separately for each bargaining unit in isolation from another.

This proposal is not awarded.

I remain seized as required.

Ottawa this 26th day of August, 2021



M. Brian Keller, arbitrator