

## **MEMORANDUM OF AGREEMENT – AMENDMENTS TO THE CANADA LABOUR CODE RE: PAID SICK LEAVE AND PERSONAL LEAVE**

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to ensure that the minimum statutory changes as specified in the Canada Labour Code and related regulation are applied, while maintaining any existing superior provisions of Article 21.03(a) and Article 21.03(d). Unless stated in this Memorandum of Agreement the terms and conditions of Collective Agreement #4 apply.

The parties agree as follows:

### **Current Sick Leave Provisions:**

1. Any accrued balances in an employee's sick entitlements will be carried over in accordance with the current language outlined in Article 21.03(a), and will not adversely impact the rate of accrual for paid sick leave under the new regulations.
2. All days accumulated in excess of twelve (12) days as of April 1, 2023 will be paid out to the employee on the first regular pay in May 2023 at the hourly rate in effect.
  - a. Employees may request a payout of any or all hours accrued in this bank prior to April 1, 2023, Such requests will be paid out to the employee on the first regular pay in May 2023, as specified above.
  - b. Employees may also elect to draw upon the accrued positive balance as sick time, or as a personal paid leave, pursuant to Memorandum of Agreement – Personal Paid Leave at page 132 of the Collective Agreement.
3. The last accrual of 2.47 hours will be deposited on January 6, 2023 for the pay period ending December 31, 2022.

### **New Sick Leave Provisions:**

1. Effective December 31, 2022, all employees who have been employed for thirty (30) consecutive days shall accrue three (3) days of paid sick leave, which carries over to 2023. Thereafter, each employee accrues one (1) additional day of paid sick leave on the 1<sup>st</sup> day of the month following, e.g. a fourth (4<sup>th</sup>) day is accrued on February 1, 2023, to a maximum of ten (10) accrued days in the calendar year.
2. A calendar year is January 1<sup>st</sup> to December 31<sup>st</sup>.
3. A paid sick leave day is equal to the employee's scheduled shift length at the time the leave is taken.
4. Employees hired after December 1, 2022, will accrue three (3) days of paid sick leave following thirty (30) consecutive days of employment, and thereafter will accrue one (1) additional day, as outlined in point 1 above.
5. Employees who are inactive (with the exception of employees absent on a Personal Leave under Article 13, for reasons not covered by protected leaves under the Canada Labour Code) will accrue any missed accrual of paid sick leave days on the first pay period after their return to work.
6. Accrued paid sick leave days will be reflected on an employee's pay stub.

7. All accrued unused paid sick leave days will be paid out upon termination of the employment relationship, as outlined in Article 21.03(a) of the Collective Agreement.
8. Paid sick leave days can only be taken in increments one (1) day, regardless of the amount of work time missed.
9. Only the employee may decide to categorize an absence as paid sick leave, when the length of the absence is less than the employee's complete shift. In this circumstance, the employee will need to advise the employer to deduct a day from their paid sick leave entitlements in order to be paid. When an employee is absent from work for a complete shift, and they inform the Company of that absence using the established process (i.e. sick line), they shall automatically be paid from their paid sick leave entitlements, to the extent of the employees' accrued entitlement. Any employee may take paid sick leave days for any of the following reasons:
  - Personal illness or injury of the employee
  - Organ or tissue donation from the employee
  - Medical appointments for the employee during working hours
  - Quarantine of the employee
10. The employer may ask for a sick note if an employee has been absent for five (5) consecutive days or longer from work, and must do so in writing, no later than fifteen (15) days after the employee's return to work.
11. Accrued paid sick leave days can be carried over each calendar year to a maximum of eight (8) days commencing December 31, 2023 without limiting or affecting the maximum rate of accrual for that next year. All paid sick leave days accrued in excess of eight (8) days as of December 31<sup>st</sup> each year will be paid out to the employee on the first regular pay in February each year at the hourly rate in effect.
12. Any paid sick leave days paid out to an employee will be determined by the length of the employee's shift.

### **Personal Leave – Effective December 1, 2022**

Employees are entitled to five (5) days of personal leave per calendar year. Employees with at least three (3) consecutive months of continuous employment will be entitled to the first three (3) days of leave with pay. Personal days can only be used to be absent from work for certain reasons, according to the Canada Labour Code, as may be amended from time to time. Effective December 1, 2022, personal leave can be used by employees for the following:

- Carrying out responsibilities related to the health or care of any of their family members
- Carrying out responsibilities related to the education of any of their family members who are under 18 years of age
- Addressing any urgent matter concerning themselves or their family members
- Attending their citizen ceremony under the Citizenship Act, and
- Any other reason prescribed by regulation.

The Company may request that an employee provide supporting documents concerning the reasons for the personal leave. The Company may request this documentation up to



fifteen (15) days after an employee returns to work, and an employee must provide these supporting documents if it is possible to obtain them.

All personal leave requests taken between September 28, 2022 and December 31, 2022 will be reviewed and remedied in accordance with the Collective Agreement and applicable regulations, no later than January 31, 2023. An employee who has a concern regarding the adjudication of a personal leave request taken between January 1, 2022 and September 28, 2022, may submit the details of the concern in writing, along with all supporting documentation to the employer and union, no later than January 31, 2023. Such concerns will be reviewed jointly between the employer and the union and adjudicated on a case by case basis.

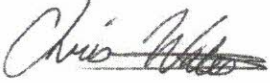
The parties agree that all leaves under the Canada Labour Code, including but not limited to the entitlement(s) for personal leave and paid sick leave are protected absences, and are excluded for the purposes outlined in the employer's AMP. For clarity, employees cannot be penalized for exercising their right to leaves prescribed by the Canada Labour Code.

Further, the parties agree that the provisions contained in this Memorandum of Agreement form part of the Collective Agreement currently in effect, and will be incorporated into the Collective Agreement during the next renewal.

Should any dispute arise between the parties regarding the application or administration of this Memorandum of Agreement and the parties are unable to reach an agreement concerning the resolution of the dispute within thirty (30) calendar days, the dispute will be referred to expedited arbitration with Arbitrator Saunders.

Allied Universal Security Services

International Association of Machinists and  
Aerospace Workers, Transportation District 140

Per:   
Authorized Signatory

Per:   
Authorized Signatory

Date: December 19, 2022

Date: Dec. 19, 2022