

In the Matter of an Interest Arbitration

Between

Garda Security Screening Inc. [employer]

And

United Steelworkers [union]

EDSC, TRAVAIL  
ESDC, LABOUR

SEP 05 2018

Before: M. Brian Keller, arbitrator

SFMC  
FMCS

Michel Brisebois, Joe Burcul, Harrison Le, for the employer

David Lipton, Meg Gingrich, Manuel D'Souza, Kristopher Marzitelli, Yuan Cao

Shenghong Zhong, Jean-Marc Guerrier, Gregory Bondt for the union

Hearing in Ottawa, August 29, 2018

## Award

The employer provides pre-boarding screening services at the Ottawa International Airport. The work is done by members of the bargaining unit represented by the union. There are approximately 274 employees in the unit, of whom 226 are full-time and 48 are part-time employees. The total number of members of the bargaining unit as well as the relative percentage of full-time employees has increased since the last collective agreement was awarded. The latter fact informs me as to the relative importance of certain of the issues in dispute that are being dealt with in this award.

On November 30, 2017, notice to bargain was given to commence the bargaining to renew the collective agreement expiring on March 31, 2018. After approximately 11 days of negotiations, including 4 days of conciliation a Memorandum of Settlement was signed on June 22, 2018. The settlement provided for significant changes to the collective agreement. The settlement was rejected by the membership on July 4, 2018. After further discussions, the parties agreed that there were, essentially three matters that needed to be resolved and they agreed to refer those remaining matters in dispute to me for binding arbitration.

In considering the issues in dispute, the Board has considered the arguments and submissions of the parties as well as the documents submitted by them in support of their respective positions. The Board has attempted to replicate the outcome of free collective bargaining taking into account the particular bargaining history of this dispute.

The Board has considered comparable collective agreements established through free collective bargaining in this industry in general, other Steelworker collective agreements and other collective agreements entered into by the employer with other bargaining units whose members perform the same work elsewhere.

The Board has also considered the specific bargaining situation between the parties. That is, that there was an agreed settlement that was subsequently rejected at ratification. That particular situation requires some comment as this is the second consecutive round of negotiations where this has occurred.

The union, in its brief, acknowledges the state of the law with respect to memoranda of settlement rejected by the membership. In summary, it provides that that, whereas the ratification vote must have some legitimacy, the rejected settlement provides the template or guide to what should be awarded. It has been held that, with respect to monetary items in particular, while an arbitrator has the right to tweak the settlement, the final decision should adhere as closely as possible to the agreement of the parties in attempting to address the issues that led to the failed ratification. In the instant case, the submissions of the parties were particularly helpful in that regard.

This award incorporates by reference all matters agreed to by the parties during negotiations and, specifically, those provided for in the Memorandum of Settlement dated June 22, 2018 except as provided below. The date for the effective date of the various matters agreed to by the parties, or awarded, is the date of this award unless otherwise agreed by the parties.

### **VRSC Bonus And Cost-Of-Living Adjustment**

The Board has considered this matter carefully and particularly the effect of the proposed changes on senior, full-time, employees. Consequently, it is my award that status quo shall prevail with respect to the applicable provisions in the collective agreement with the exception that the monthly rates shall be based on a wage rate of \$21.34, resulting in a monthly amount of \$184.95 for full time and \$110.97 for part time, to be effective upon the date of this award.

### **Sick Leave**

The agreed language in the Memorandum of Settlement is awarded with the exception that 2.8 % is amended to read 3.2 %.

Wages

The Board awards the language contained in the Memorandum of Settlement, with the exception that the increase in year one shall be 2 % and in year four, shall be 2.5 %.

I remain seized as required.

Ottawa, this 4th day of September 2018



M. Brian Keller, Arbitrator

