

COLLECTIVE AGREEMENT

Between



G4S Secure Solutions (Canada) Ltd.
("G4S" or the "Company")

And

Employees as represented by:



**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**
("IAM" or the "Union")

TRANSPORTATION DISTRICT 140

AGREEMENT #3

APRIL 1, 2018 - MARCH 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of the Agreement is to establish and maintain an orderly Collective Bargaining relationship between the Company and its employees, to set forth all agreements concerning the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration, or alleged violation of the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company recognizes the Union (IAM & AW) as the sole Bargaining Agent for all employees of G4S Secure Solutions (Canada) Ltd. engaged in security screening, including the screening of passengers, baggage, airport employees, non-passengers, vehicles and cargo at Campbell River Airport, Campbell River; Comox Valley Airport, Comox; Cranbrook Airport, Cranbrook; Fort St. John Airport, Fort St. John; Kelowna International Airport, Kelowna; Nanaimo Airport, Cassidy; Penticton Regional Airport, Penticton; Prince George Airport, Prince George; Vancouver International Airport, Richmond; Victoria International Airport, Sidney; and, West Kootenay Regional Airport, Castlegar in British Columbia including Point Leaders,

excluding Service Delivery Managers and those above the rank of Service Delivery Manager. (**Note:** Each Airport location is a distinctive Bargaining Unit and Certification.)

Point Leaders can, when and where necessitated, provide screening services. Not expected as a normal recurring part of the position but in the event of “no shows” or excessive passenger volume, Point Leaders can screen.

For clarity, any work awarded to the Company by CATSA at an IAM & AW certified location within the geographic scope of this Agreement at a future date, which is consistent with the Certification description issued by the CIRB on February 13, 2012, will fall under the Scope of this Agreement, unless otherwise mutually agreed between the parties.

The terms and conditions set out in this Agreement apply to all employees described in Article 2.01. All work within the Scope of this Agreement shall be performed only by Members of the Union. No work which the employees perform, or are designated to perform, shall be sub-contracted out in any manner.

2.02

The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with

the terms and provisions of this Agreement or any applicable Federal legislation, unless negotiated with an IAM & AW Bargaining Agent. Otherwise any such agreement will be null and void.

- 2.03** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event that any part or the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof, subject to any applicable Federal legislation.
- 2.04** The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the Bargaining Unit described in Article 2.01.
- 2.05** Unless otherwise stated, the word “day” or “days” wherever used herein, shall be deemed not to include Saturdays, Sundays and Statutory Holidays observed by the Company.
- 2.06** For the purpose of interpreting this Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender, and gender neutral.
- 2.07** All references to Region shall mean all locations certified by the IAM & AW with the

Company in the Province of British Columbia.

2.08 All references to Site(s) means a specific airport within the Region.

2.09 All references to Point Lead(s) are interchangeable with the terms Lead or Lead Screeners.

2.10 Where the Collective Agreement references “mutual agreement” this means between the Company and Transportation District 140 of the IAMAW, unless otherwise designated.

FULL-TIME AND PART-TIME EMPLOYEES

2.11 A full-time employee is an employee who holds a position on a continuous, scheduled basis and is scheduled for thirty (30) or more hours per week, to a maximum of forty (40) hours per week.

A part-time employee is an employee who holds a position on a continuous scheduled basis and is scheduled for four (4) hours per week up to thirty (30) hours per week.

For clarification “continuous, scheduled basis” means a published shift line that works a similar rotation each week.

ARTICLE 3 - UNION SECURITY

3.01 Membership in the Union shall be available to any employee eligible under the

Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

3.02 All employees covered by this Agreement must become Members of and maintain Membership in good standing in the Union as a condition of employment. They shall maintain Membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.

3.03 The Company shall deduct Union dues, including, where applicable, initiation fees and assessments, from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as “Union dues”.

The remittance shall be accompanied by a dues check-off, listing the employee’s name(s), employee number, SIN, hourly rate of pay, total gross earnings for the calendar month and the dues deduction amount remitted. If there is no remittance for an employee an explanation of their status will be provided.

3.04 Union dues for all employees shall be per Local Lodge 16 and Transportation District 140 Bylaws. The Company will be notified, in writing, of changes to the dues structure, if any.

3.05 The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 3.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing it is the exclusive function of the Company:

- (a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations; and,
- (b) to hire, transfer, lay off, recall, promote, demote, retire, classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement; and,

- (c) to determine, the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time; and,
- (d) the Company and the Union agree to be reasonable and fair in the administration and operation of the Agreement.

4.02

- (a) The waiver of any of the provisions of this Agreement, or the breach of any of its provisions by any of the parties, shall not constitute a precedent for any further breach.
- (b) It is understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

4.03

Discipline may be issued only by Managers and those above with supporting documentation.

ARTICLE 5 - UNION REPRESENTATION

5.01

The Company agrees to recognize the following Committees of the Union to represent the employees for the purposes described herein:

- (a) A Negotiating Committee comprised of seven (7) Members from within the Region and the Chief Shop Steward

from Vancouver selected by the Union to act on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Company, will be compensated by the Company for direct negotiations. As employees increase, the Committee should be comprised of one (1) representative for every one hundred and fifty (150) employees or major portion thereof.

- (b) In Vancouver, a Shop Committee comprised of the Chief Shop Steward and a Shop Committee Member and a Grievance Committee comprised of one (1) Steward for each fifteen (15) employees.
- (c) In all other locations a Chief Shop Steward and a Grievance Committee comprised of one (1) Steward for each fifteen (15) employees.
- (d) A Labour Relations Committee comprised of a minimum of five (5) Shop Stewards and a maximum of seven (7) Shop Stewards, as determined by the Union, will meet at a minimum of once a month (or more often as needed by mutual agreement) with Management representatives in order to address matters of concern regarding the Union Membership and day-to-day operations at the Site(s). The minutes of these meetings will be distributed and posted at each Site within the Region.

(e) A Union representative shall be permitted to meet with potential Union Members for up to two (2) hours at the Union's discretion per training/orientation class.

5.02 The Members of the Negotiating, Grievance, Health & Safety and Labour Relations Committees shall be employees designated by the Union. Management representatives shall be appointed by the Company.

5.03 The Union shall notify the Company in writing of the names of the employees who are Members of the Negotiating, Grievance and Labour Relations Committee and the Company shall not be required to recognize them until so notified.

5.04 The Union acknowledges that each Member of the Grievance Committee has regular work to perform and that he shall only absent himself/herself from such work with the permission of the Management and, upon resuming his/her regular duties, he/she shall again report to the Manager. Such permission shall not be unreasonably withheld, subject to operational requirements. No Member of the Grievance Committee shall lose pay for time spent during his/her regular scheduled working hours performing the functions set out in Article 5.01(b) & (c).

A Union Grievance Committee represented by the Chief Shop Steward, a Member of the Shop Committee, or their designate and two (2) other Members as set out in Article 5.01(b) or (c) will meet with the Company to deal with grievances on a regular bi-weekly basis or as otherwise mutually agreed.

5.05 Every effort shall be made to schedule all meetings between representatives and representatives of the Union between the hours of 0800 - 1600, or as otherwise mutually agreed, without loss of time to representatives of the Union.

5.06 An employee will be entitled to have a Shop Steward present when being presented with any discipline that will be noted in his/her file or in any meeting that the employee may reasonably believe could lead to disciplinary action.

This entitlement does not apply to meeting(s) during the employee performance appraisal process; documents or information resulting from the appraisal process will not be referred to in any disciplinary procedures nor will they be utilized during the job selection process.

Prior to any disciplinary action being taken by the Company, the employee will have the opportunity to have his/her case presented at a meeting, as part of the Company's investigation. The employee and the Shop

Steward will be advised in advance as to the nature of the matter giving rise to the meeting.

Nothing in this Article shall be construed to prevent the Company from removing an employee from the workplace with pay, pending an investigation and meeting. Notice of such removal shall be given to the affected employee, in the presence of a Shop Steward.

Every effort will be made to present discipline during the employee's regularly scheduled shift and within five (5) business days of the incidents giving rise to the discipline. All discipline shall be presented in private and out of public view. A Shop Steward who is present when any Member is presented with discipline will be provided reasonable time to counsel the Member, investigate and file a grievance as required, without loss of pay.

The Company will provide to the Union all documentation, evidence or particulars relied upon by the Company in their determination to discipline, either prior to the issuance or at the time discipline is issued, or schedule a time to view evidence which belongs to the Client or Airport Authority.

- (a) It is hereby also agreed that all forms of discipline from an employee's file will be removed after twelve (12) months.

Union Representation**(a) Company Funded Chief Shop Steward**

The Chief Shop Steward referenced in Article 5.01(b) will be the only full-time position funded directly by the Company for the purposes of remuneration and benefits. The Chief Shop Steward as defined in Article 5.01(b) shall be employed on day shift Monday to Friday, or as mutually agreed, in order that he/she will be able to discuss Union matters with both the Membership and Management.

In accordance with this Article, when the Chief Shop Steward returns to employment as a designated Screening Officer, following any term of office within the Union, there shall be no adverse effect resulting from any effect or loss of certification, including but not limited to seniority, scheduling, compensation, etc. The employee shall be required to recertify in accordance with CATSA National Training Certification Program.

(b) Other Union Stewards

In Vancouver, a Senior Steward as designated by the Union will be scheduled to work at each work location/point, for a total of six (6) positions. Their schedules and work locations will not be modified without agreement of the Union except in emergency staffing situations.

In the regional Sites, every effort must be made to schedule meetings with the Chief Shop Steward, or Union designate, as outlined in Article 5.05, or as otherwise mutually agreed, without loss of wages. At a site level the parties may mutually agree to modify the schedule of the Chief Shop Steward, or Union designate, for this purpose, such agreement will not be unreasonably withheld by the Company.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01** The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 6.02** It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, out of the view of the public eye, with a Union Steward present. Furthermore, it is agreed that an employee has no grievance until he/she has first given the Manager the opportunity to deal informally with his/her complaint. The employee will be provided time during his/her regularly scheduled hours to meet

with his/her Shop Steward and with the Manager to discuss the complaint, without wage loss.

- 6.03** Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

STEP ONE

- 6.04** Within ten (10) business days after the alleged grievance has arisen, the employee, who may request the assistance of his/her Steward, shall present his/her grievance in writing, on a form agreed upon by the Company and the Union, to the Management and if, within ten (10) days from the time when such grievance was presented, a decision not satisfactory to the employee is given; then,

STEP TWO

- 6.05** Within five (5) days after the decision of Step One has been, or should have been given, an authorized Member of the Grievance Committee shall present the written grievance to the Operations Manager/Regional Manager, or a person or persons designated by him/her to handle such matters at Step Two. The Operations

Manager/Regional Manager, or his/her designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him/her, or his/her designate. At the Step Two meeting, the Operations Manager/Regional Manager, or his/her designate, may be accompanied by Human Resources and such other assistants, as he/she so desires. While the Business Representative of the Union may be present at the meeting, the Company has the right to require the Business Representative's presence at the meeting. The Operations Manager/Regional Manager, or his/her designate, shall give a decision in writing on behalf of the Company within ten (10) days immediately following the date of such meeting.

GENERAL PROVISIONS

- 6.06** In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a Group grievance and it shall be presented at Step Two.
- 6.07** Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the

Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his/her designate, shall schedule a meeting between the Grievance Committee plus the Business Representative and the Company representatives designated for that purpose, to be held within twenty (20) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of such meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 7 of the Agreement or referred with mutual agreement to non-binding mediation.

6.08 The Company will notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure April 1st of each year, or more if needed.

6.09 Each Step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned, unless time limits have been extended by mutual

agreement. A Step is deemed to have been taken when notice is given by the party who filed the grievance.

- 6.10** Any and all time limits set forth in Article 6 or Article 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

DISCIPLINE, DISMISSAL AND SUSPENSION

- 6.11** If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and a Member of the appropriate Grievance Committee.
- 6.12** The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union representative.
- 6.13** If an employee believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within five (5) days after notice has been given to the employee and the Chief Shop Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is

settled, abandoned or determined by reference to arbitration.

Any discipline imposed by the Company in relation to an employee's alleged failure to meet screening standards, up to and including suspension, if grieved, shall not be put into effect, until the grievance is settled, abandoned or determined by reference to arbitration.

- 6.14** If an employee is dismissed, such dismissal will take effect immediately upon the employee receiving notice thereof.

ARTICLE 7 - ARBITRATION

- 7.01** (a) In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to expedited arbitration in accordance with Article 7.01(b) and Article 7.08, or alternatively to single arbitration as follows:

Notice in Writing by one party to the other will be provided within ten (10) days from the decision of the Company under Article 6.05, or Article 6.07 or of the Union under Article 6.07. The Notice shall contain a copy of the grievance, the remedy sought and the name,

address and phone number of the Arbitrator provided below, on a rotational basis:

- Corinn Bell
- James Dorsey
- Stan Lanyon
- Julie Nichols
- Vince Ready
- Chris Sullivan
- Colin Taylor

(b) All grievances arising from discipline, which has not been satisfactorily settled under the provisions of Article 6, will be referred to expedited arbitration in accordance with Article 7.08. Notice in Writing by one party to the other will be provided within ten (10) days from the decision of the Company under Article 6.05, or Article 6.07 or of the Union under Article 6.07. The Notice shall contain a copy of the grievance and the remedy sought.

(c) All grievances arising from discharge, which has not been satisfactorily settled under the provisions of Article 6, will be referred to single arbitration, unless otherwise mutually agreed between the parties. However, the parties will utilize expedited arbitration dates to hear the grievance.

- 7.02** The recipient of the written Notice, referred to in Article 7.01, shall confirm receipt of such notice in writing to the other party within ten (10) days after notice has been given. Where the next person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.
- 7.03** Subject to Article 6.06, each grievance submitted to arbitration shall be heard separately, unless otherwise mutually agreed.
- 7.04** The issue(s) raised in the written grievance shall be presented to the Arbitrator and his/her award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 7.05** If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put

into effect any lesser settlement agreed to by the parties or determined by the Arbitrator.

7.06 Any grievance following the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.

7.07 The Company and the Union shall share equally, the expenses of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

7.08 Recognizing the primary objective of an expedited arbitration procedure to provide a timely, informal and cost effective procedure for resolving grievances, the parties agree to the following expedited arbitration procedures:

(a) Any grievance arising between parties concerning the interpretation, application, administration or alleged violation of the Collective Agreement, which has not been satisfactorily settled under the provisions of Article 6, may be referred to expedited arbitration, pursuant to Article 7.01.

(b) The expedited arbitrators shall be:

- i. Stan Lanyon
- ii. Julie Nichols
- iii. Vince Ready
- iv. Chris Sullivan

Note: Should there be a requirement to substitute one (1) of the expedited Arbitrators above due to retirement or death, the parties will meet and mutually agree upon the replacement expedited Arbitrator from the list specified in Clause 7.01.

- (c) The parties shall equally share the fees and expenses of the arbitrator. Costs and allowances payable to witnesses shall be paid by the party calling such witnesses. No costs of expedited arbitration shall be awarded to or against either party.
- (d) Location of hearings will be agreed to by the parties and in most cases will be held at the nearest site where the grievance(s) arose. The hearing arrangements will be made by the arbitrator.
- (e) Date(s) for expedited arbitration will be scheduled in advance, no later than June 30th of the proceeding calendar year, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year, with one (1) session scheduled with each of the four (4) arbitrators listed in point (b) above, each year. A session will be defined as at least two (2) consecutive days.

- (f) If there are no grievances to be heard and the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) weeks notice of cancellation will be provided to the Arbitrator, or such notice required by the Arbitrator to avoid cancellation charges, and the date(s) will be rescheduled.
- (g) Grievances shall be presented by a designated representative of the Company and a designated representative of the Union. Legal counsel will not be used by either party.
- (h) The Director of Human Resources and the General Chairperson of the Bargaining Unit, or their designates, shall meet forty-five (45) calendar days prior to the scheduled hearing date(s) to identify the grievance(s) to be heard and the order that grievances will proceed. Grievances shall be heard in chronological order, however grievances arising from discharge will be heard on the next scheduled date, provided at least thirty (30) days written notice of referral to arbitration is provided.
- (i) Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda no later than seven (7) days prior to a scheduled hearing date, failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date.

Notwithstanding the foregoing, the receiving party will have the option to proceed as scheduled if they so desire or defer the matter to the next scheduled hearing date. The party failing to exchange the brief within seven (7) days of the hearing will have no right to adjourn or defer the matter.

- (j) All grievance presentations are to be short and concise with:
 - i. Written opening statements dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
 - ii. All documents and statements etc. to be submitted as evidence at the hearing are subject to prior disclosure between the parties.
 - iii. Limited use of precedential authorities, to a maximum of three (3).
 - iv. Parties endeavouring to conclude cases within one (1) business day.
- (k) The hearings will be governed by the following guidelines:
 - i. A brief of pertinent documents will be jointly presented to the arbitrator.
 - ii. If possible, a statement of agreed facts will be jointly presented to the arbitrator.

- iii. Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - iv. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
 - v. Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the arbitrator.
 - vi. Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact. (Note: It is accepted and agreed that in a disciplinary hearing, the grievor is entitled to be present and give testimony without limitation as noted above)
- (l) The arbitrator shall have the same powers and authority as an arbitrator established under the provisions of the Collective Agreement and/or applicable federal legislation.
 - (m) Prior to rendering a decision, the arbitrator may at any time during the

- proceeding, assist the parties in mediating a resolution to the grievance.
- (n) Bench and oral awards will be permitted with the consent of both parties, subject to later confirmation in writing.
 - (o) The written decision shall:
 - i. be issued to the parties within fourteen (14) calendar days of the hearing.
 - ii. set forth a brief explanation of the facts and terms of the Collective Agreement and/or law, relied upon for the decision.
 - iii. be limited in application to the particular dispute and are without precedent or prejudice to future proceedings, unless otherwise agreed by the parties.
 - iv. be final and binding on both parties, subject to either parties right to bring a judicial review application.
 - v. be consistent with the terms of the Collective Agreement.
 - (p) Where deemed appropriate, based upon the parties' experience with the process of expedited arbitration, the foregoing may be altered subject to mutual agreement.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

8.01 In view of the orderly procedure herein set forth for settling differences and grievances and as required by the Canada Labour Code, the Union and the employees agree that there shall be no strike, stoppage, slowdown or restriction of work or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slowdown or restriction of work or service. However, it is understood that District Lodge 140 has a Policy that reads: *“Work normally performed by a Member of District Lodge 140 deemed to be struck work as a result of an authorized strike under the Machinists’ Union Constitution will not be done by another Member of District Lodge 140.”*

8.02 In view of the orderly procedure herein set forth for settling differences and grievances and as required by the Canada Labour Code, the Company agrees that there shall be no lockout during the term of the Agreement.

ARTICLE 9 - SENIORITY

9.01 The seniority of an employee means the length of his/her continuous service with the Company, as at the date of transition (November 1, 2011), since the date of

his/her last hiring by the Company, i.e., day and time of first hour of paid work.

Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The Union will be responsible for administering the draw and providing the Company with a copy of the results. If the Union cannot be present, the Union will appoint a designate to conduct the draw. Union Membership applications will be given out as part of the hiring package. Article 5.01 (e) will apply.

9.02

There will be a Company Service List composed of all employees for each Site, within the Region, based on date of hire, pursuant to Article 9.01.

The Company Service List will be used to determine entitlements to vacation and pay grade.

- (a) In Vancouver there will be two (2) Classification Seniority Lists as follows:
 - (i) Point Leader Seniority List composed of employees in the

classification of Permanent Point Leader.

- (ii) Screening Officer Seniority List composed of employees in the classification of Screening Officer.

The Point Leader Seniority List and the Screening Officer Seniority List will be used to determine the rights of employees in connection with other seniority based rights under the Agreement, including but not limited to layoff, recall, shift preference, vacation selection and overtime.

Persons on one seniority list do not accrue seniority on another list when they are working in an acting or temporary capacity.

In the event of layoff, seniority on the Point Leader Seniority List cannot be used to displace employees in other classifications who are hired prior to the date of the CIRB (Canadian Industrial Relations Board) order which is November 27, 2008.

- (b) In all other Sites within the Region there shall be one Classification Seniority List for each Site, composed of all screening personnel, including Screening Officers and Point Leaders.

The Site Seniority Lists will be used to determine the rights of employees in

connection with other seniority based rights under the Agreement, including but not limited to layoff, recall, shift preference, vacation selection and overtime.

9.03

The seniority of an employee shall be completely lost and his/her employment shall automatically be terminated if he/she:

- (a) quits; or,
- (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or,
- (c) is absent from work for three (3) or more consecutive days without notifying the Manager unless he/she gives a reason satisfactory to the Manager for his/her failure to so notify the Company; or,
- (d) is laid off for a period in excess of twenty-four (24) months; or,
- (e) fails to notify the Management of his/her intention to return to work within seven (7) days of being given Notice of Recall under Article 11.02 or fails to return to work on the date of recall as set out in the Notice of Recall; or,
- (f) works for another employer while absent from his/her employment with the Company except while on layoff, except when employees are on vacation or days off; or,
- (g) uses an authorized Leave of Absence for a purpose other than that for which the Leave was granted; or,

- (h) fails to return to work upon the expiration of an authorized Leave of Absence or vacation unless a reason satisfactory to Management is given; or,
- (i) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation (i.e. all routes will be expired before termination of seniority).

Note: The Company shall post notice of expire of the employee's Restricted Access Identification Card (RAIC) or Restricted Area Pass (RAP) and bi-annual CATSA Medical Certificate at least six (6) months prior to expiration of the RAIC/RAP and CATSA Medical Certificate. This provision is intended to be for administrative assistance only and will not be relied upon by the employee in relation to any claim for damages for lost wages or otherwise.

9.04 Within ninety (90) days after the signing of this Agreement, the Company shall post the Site Seniority Lists showing the seniority of each employee.

9.05 The Company will provide the Union with the current seniority lists showing each employee's seniority date, current address, email, phone number(s), classification and rate of pay, on February 15th of each year.

An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his/her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

Any modification to the seniority lists will only be made by agreement between the Company and the Union.

- 9.06** The seniority of an employee who accepts a position with the Company outside of the Scope of the Agreement shall be forfeited.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- 10.01** Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed for one hundred and twenty (120) consecutive calendar days after his/her first (1st) hour worked, at which time he/she shall become entitled to seniority dated from his/her most recent date of hire with the Company. The Company shall have the right to dismiss a probationary employee for cause, at the Company's sole discretion, at any time during the probationary period. The Company's exercise of its' discretion to discharge a probationary employee for cause shall not be subject to any grievance or arbitration, unless the discretion has been

exercised in bad faith or contrary to the Canadian Human Rights Act.

ARTICLE 11 - REDUCTION IN FORCE

11.01 Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline served by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such layoff. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

Lay-off and Recalls

11.02 The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights.

Recalls from such lay-offs shall be in order of classification seniority.

In the event of major operation changes the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.

An employee who has been laid-off shall be listed according to classification seniority after the date of lay-off and remain on the classification seniority list for recall for a maximum of twenty-four (24) months. If not recalled to work during that time, his/her name shall be removed from the seniority list.

11.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in Article 11.01.

11.04 Recall shall be by Registered Mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each Letter of Recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by Registered Mail. All correspondence related to recall or change of address shall be deemed received three (3) business days following the date of registration.

11.05 If within seven (7) calendar days after the date of receipt of Notice of Recall an

employee shall have failed to notify the Company that he/she intends to return to work or to have satisfied the Company that he/she is unable to return because of accident or illness or other sufficient cause, he/she shall lose all seniority and his/her name shall be removed from the seniority list.

ARTICLE 12 - TRANSFERS

12.01 If Management requests a (PL) qualified Screening Officer to work as an Acting Point Leader the employee shall receive premium pay, as outlined in Appendix A. The Acting Point Leader must be a scheduled (PL) qualified Screening Officer from the same point as the vacant Point Leader, subject to an Acting Point Leader being available from the same point. Seniority must be taken into account.

12.02 The seniority of an employee who transfers to a Screening Officer or Point Leader position at another IAM-certified Site shall be retained but not accrued in their original Bargaining Unit Site for a period of six (6) months, after that the original Bargaining Unit Site seniority will be lost.

e.g. A Screening Officer in Vancouver transfers to a Screening Officer vacancy in Victoria, the Screening Officers' seniority in Vancouver would be retained but not

accrued for six (6) months. In the event the employee returns to a vacancy in Vancouver within the six (6) month period, his/her seniority would be adjusted for the period of absence and begin accruing again. If he/she does not return to a vacancy in Vancouver within six (6) months, his/her seniority in Vancouver will be forfeited.

Region-wide Transfers

12.03

Employees may submit a Letter of Preference, which will be kept on file with the Company for a period of one (1) year, which states the Site to which the employee would like to transfer.

Whenever a position becomes vacant at any IAM Certified Site and it is necessary to hire new staff, the Company will first consult the file containing Letters of Preference. Employees who have submitted a Letter of Preference for the applicable Site will be offered the vacancy based on Company Service, subject to qualification requirements. If two or more employees are considered equally qualified for this position, then the employee with the greater Company Service shall prevail.

If an employee is offered a position outside his/her home Site, the Company will not be responsible for any costs associated with the relocation. The employee will transfer

his/her Company Service for vacation entitlement and placement upon the established pay grid for the applicable classification/position. The employee will establish a new seniority date at the new Site, based on the transfer acceptance date and move to the bottom of the seniority list, which applies to employees in connection with other seniority based rights under the Agreement, including but not limited to layoff, recall, shift preference, vacation selection and overtime, as provided for in Article 9.02. Employees shall be provided with written confirmation of their transfer acceptance date by the Company.

Canada-wide Transfers

- 12.04** In the event the Company becomes the Service Provider in an additional Region, employees may submit a Letter of Preference, which will be kept on file with the Company for a period of one (1) year, which states the Site to which the employee would like to transfer, provided the Collective Bargaining Agreement at that Site permits.
- 12.05** For the above Articles, the Company will endeavour to notify the Union at least two (2) weeks prior to any advertisement to filling open and new positions.

ARTICLE 13 - LEAVE OF ABSENCE

13.01

The Company may grant a Personal Leave of Absence, including for educational purposes, without pay for a period not exceeding sixty (60) calendar days to an employee provided that:

- (a) the employee gives notice in writing to Management of his/her request for a Leave of Absence at least thirty (30) calendar days prior to the proposed commencement of the Leave of Absence (except in the case of emergency); and,
- (b) in the judgement of the Company, up to eight percent (8%) of the workforce at the Site will be eligible to be on Leave of Absence at any given time, provided the proposed Leave of Absence can be arranged without undue inconvenience to normal operations.
- (c) When such Leave is granted, the employee shall retain and accrue his/her seniority, pursuant to the IAM Constitution and/or Local Lodge Bylaws.
- (d) In no case shall a Leave of Absence be granted to an employee for the purpose of working for another employer or self-employment.

13.02

Applicants must indicate, on forms provided by the Company, the reason(s) for their request for Leave of Absence and the expected dates of departure and return when giving notice of their request for a Leave of Absence.

13.03

Where a Leave of Absence has been requested at least thirty (30) calendar days before the requested Leave in accordance with Article 13.01 (a), the Company shall notify, in writing, both the applicant and the Union, of its decision at least fourteen (14) calendar days before the date of commencement of the requested Leave of Absence, all other requested Leaves shall be processed as soon as reasonably possible.

The Company has agreed that Leaves of Absence will be administered on the following basis:

- (a) Requests must be made in accordance with Article 13.01 (a).
- (b) Pending unapproved requests for Leaves of Absence shall be granted on the basis of seniority.
- (c) When returning from Leave of Absence, the employee shall be placed on the same shift, which they left. The Company has thirty (30) days to place the employee back on their original shift. In the event there has been a new shift bid in the interim, the employee shall be placed, on the nearest comparable shift based on his/her seniority.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01

An employee who has been employed by the Company for three (3) consecutive months will be granted a Leave of Absence, with pay, during the four (4) days immediately following the day of death of a member of his/her Immediate Family. However, one (1) day may be reserved for the day of the funeral, if requested by the employee. If one (1) or more of the Leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his/her regular basic hourly rate. "Immediate Family" is as defined below.

An additional one (1) day with pay will be granted to an employee in respect of the death of the following family members:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
- (d) the employee's children and the children of the employee's spouse or common-law partner;
- (e) the brother and sister of the employee.

If the employee is notified of a death in his/her Immediate Family while working,

he/she shall be relieved from duty, upon the request of the employee. The employee will be paid for the balance of his/her shift, in addition to the provision entitlements above.

The Company may grant an additional Leave of Absence of seven (7) days, or more, without pay, if the funeral occurs outside of an eight hundred (800) kilometer radius of the employee's normal work location and, in the judgment of the Company, such Leave of Absence can be arranged without undue inconvenience to normal operations. The Company may require proof of death or burial from individuals if they suspect abuse of these benefits.

Note: For further clarity, Immediate Family means, in respect of the employee:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the aunt and uncle of spouse and employee;
- (e) the employee's grandparents and the grandparents of the employee's spouse or common-law partner;

- (f) the employee's grandchildren and the grandchildren of the employee's spouse or common-law partner;
- (g) the father and mother of the spouse or common-law partner of the father or mother; and,
- (h) the brother and sister of the employee or the brother and sister of the spouse or common-law partner of the employee.

ARTICLE 15 - LEAVE OF ABSENCE FOR UNION BUSINESS

15.01 The Company may grant a Leave of Absence, without pay, to not more than three percent (3%) of employees, or five (5) employees, whichever is higher at the Site, to represent the Union at Union conventions, seminars and education classes provided the Company is given at least ten (10) days advance Notice in Writing by the Union and, in the judgment of the Company, such Leave of Absence can be arranged without undue inconvenience to normal operations.

15.02 The Company will grant a Leave of Absence, without pay, to not more than four (4) Members of the Grievance Committee for the purpose of preparing for arbitration under Article 7 or mediation under Article 6.07 or other Union business provided the Company is given at least seven (7) calendar days advance Notice in Writing by the Union.

15.03 The Company will grant a Leave of Absence, with pay to Members of the Union's Negotiating Committee for the purposes set out in Article 5.01 (a) provided the Company is given, at least, seven (7) days advance notice, in writing, by the Union.

15.04 An employee accepting full-time employment with the District Lodge 140 of the Union, as a representative of the employees covered by this Agreement, shall be granted an unpaid Leave of Absence by the Company for the duration of their employment. An employee on a Leave of Absence for this purpose will continue to accrue seniority and Company service in accordance with all provisions of the Agreement. Any accrued sick leave and/or vacation earnings will be paid out at the commencement of the Leave and will not resume accrual until the employee returns from the unpaid Leave of Absence.

ARTICLE 16 - PARENTAL LEAVE

- 16.01**
- (a) Maternity Leave shall be as per Canada Labour Code requirements.
 - (b) Parental Leave shall be as per the Canada Labour Code.
 - (c) Compassionate Care Leave as per the Canada Labour Code.
 - (d) One day off with pay during the birth of a child.

- 16.02** The employee shall give the Company four (4) weeks' notice, in writing, of the day upon which she intends to commence Maternity Leave and a certificate of a qualified medical practitioner stating that she is pregnant and the estimated date of her confinement.
- 16.03** An employee who does not apply for Leave, as set forth in Article 16.02, and who is otherwise entitled to Maternity Leave, shall be granted an unpaid Leave of Absence under Article 16.01, upon providing the Company with a certificate of a qualified medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of confinement.
- 16.04** Where the employee intends to resume his/her employment with the Company upon the expiration of the Leave granted, in accordance with the provisions of Article 16, the Company shall reinstate him/her to his/her former position within thirty (30) days and wages and benefits will remain the same.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01** It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties.

- (a) Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, based on seniority.
- (b) Shift preference will be bid based upon an employee's classification seniority and qualifications (HBS/PBS/NPSV) in the case of posted open shift bids and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion.
- (c) The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement.
- (d) The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport and CATSA requirements.
- (e) Rest days shall be consecutive, as far as possible, it being understood that the Company will make every reasonable effort to provide consecutive rest days.
- (f) Shift schedule start times shall be consistent (ie. the same start time each day), as far as possible, it being understood that the Company will make every reasonable effort to provide consistent start times.

- (g) Split shifts shall only be utilized at Class Other (3) Sites, where the operational requirements warrant.
- (h) Shift durations will only be comprised of the following shift lengths: 4, 5, 6, 8, 10 or 12 hours, unless otherwise mutually agreed between the Company and the Union.
- (i) The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids, without loss of wages to representatives of the Union. The Company is entitled to be present during the administration of the shift bid.
- (j) The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company.
- (k) Should the Union fail to return the completed shift bids to the Company within the ten (10) calendar day time line the Company will take over and complete the shift bid.
- (l) The Company will post shift awards seven (7) calendar days prior to the schedule's effective date.
- (m) Shift schedules will be implemented at the commencement of the work week in accordance with Article 17.02.
- (n) A shift bid process will take place at least twice (2) per year with schedules to be implemented in or about April and

October or as otherwise required at a Site level. The Company and the Union acknowledge that the shift bid process will commence prior to the date the shift schedules are to be finalized and posted. In the event of a major change in the bona fide operational requirements, affecting the bid schedule, the Company and Union will meet to discuss the change and review the documentary evidence supporting the change, in an effort to reach a mutually satisfactory resolution and minimize the frequency of shift bids. If the Company and Union are unable to reach a mutually satisfactory resolution, the Company may require an additional shift bid(s) in the calendar year, which will be conducted in accordance with Article 17.01.

17.02 For the purpose of Article 17.01, a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. Employees shall receive at least eight (8) hours of consecutive rest in any twenty-four (24) hour period. A week shall commence at 12:01 a.m. Sunday and end at 12 midnight on Saturday.

17.03 **Breaks**

- (a) Employees who work four (4) hours or less in a day will be entitled to one (1) fifteen (15) minute paid break.

- (b) Employees who work more than four (4) hours in a day will be entitled to two (2) fifteen (15) minute paid breaks.
- (c) Employees who work six (6) hours in a day will be entitled to a thirty (30) minute paid meal break to be taken between the third (3rd) and fourth (4th) hours and one (1) fifteen minute paid break to be taken between the second (2nd) and third (3rd) hours. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.
- (d) Employees who work eight (8) hours in a day will be entitled to a thirty (30) minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and two (2) fifteen (15) minute paid breaks to be taken between the second (2nd) and fourth (4th) hours and the sixth (6th) and eighth (8th) hours. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.
- (e) Employees who work ten (10) hours in a day will be entitled to one (1) thirty (30) minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and three (3) paid fifteen (15) minute breaks to be taken between the second (2nd) and fourth (4th) hours, the sixth (6th) and eighth (8th) hours and the eighth (8th) and tenth (10th) hour.

Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.

- (f) Employees who work twelve (12) hours in a day will be entitled to one (1) thirty (30) minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and four (4) paid breaks to be taken between the second (2nd) and fourth (4th) hours, the sixth (6th) and eighth (8th) hours, the eighth (8th) and tenth (10th) hour and the tenth (10th) and twelfth (12th) hour. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.
- (g) Should the final paid break be administered in the last thirty (30) minutes of the employee's scheduled shift, the employee will be excused from work immediately with pay to the end of the scheduled shift.
- (h) Should the Company fail to administer breaks within the provisions set out above and a break is missed, the duration of the missed break will be paid at the rate of double time (2.0) their normal rate of pay, in addition to the employee's scheduled shift length.

17.04

In the event of a layoff, the provisions of Article 11 will apply.

17.05

The Company will post work schedules at least seven (7) calendar days in advance of the implementation of the work schedule.

Shift Bid Modifications:

The Company may change posted work schedules due to changes in airline schedules, airport or CATSA requirements, in which case the Company will meet with the Union Shift Bid Committee to provide supporting documentation to demonstrate that the changes are necessary in accordance with the above reasoning. In the event that a change is required, the affected employee(s) shall be provided with at least seven (7) calendar days written notice before such change is implemented. The Company will make every reasonable effort to avoid adjusting employee's bid shift start and/or stop time, however, if start and/or stop time changes are unavoidable, an employee's bid schedule may be modified up to a maximum of thirty (30) minutes, one (1) time per shift bid, on a temporary or permanent basis, or as otherwise agreed with the Union. Modifications shall not result in a change of rest days or a reduction in hours. The Company agrees to accomplish the schedule change on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV). If there are insufficient volunteers, the principles of reverse order of classification seniority and

qualifications (HBS/PBS/NPSV) will apply in the adjustment of shift schedules to the group of employee(s) working the identified scheduled start/stop times that are being modified.

Employee requests for shift modifications must be detailed in writing and provided to the Joint Scheduling Committee for consideration.

17.06 Filling of Vacant Lines and Additional Shifts:

Vacant Lines: Means any new shift lines or lines vacant for any reason, including but not limited to, injury, illness, approved leave of absence, vacation, resignation, retirement or termination, etc.

- 1. Process for filling vacant lines anticipated to be greater than sixty (60) days in duration:**
 - (a) Bid as a complete line.
 - (b) All employees are eligible to bid.
 - (c) Awarded on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV).
 - (d) Posted for seven (7) calendar days and awarded immediately following the close of posting.
 - (e) The employee will begin working the vacant line at the commencement of the next work week, in accordance with Article

17.02, unless otherwise mutually agreed between the Company and the employee.

Lines vacated as a result of the above vacant line posting process will be reposted, in accordance with the above, to a maximum of two (2) postings, including the initial posting, following which vacant lines will be offered under the process for filling vacant lines anticipated to be less than sixty (60) days, as provided below.

2. Process for filling vacant lines and vacant shifts, which remain operationally required and are anticipated to be less than sixty (60) days in duration:

- (a) Posted shifts will not be offered at less than the original length of the bid shift. If there are no eligible volunteers for the prescribed shift offered, then the shift may be offered in the form of hours, in consultation with the Joint Scheduling Committee.
- (b) All employees with less than forty (40) scheduled hours per week are eligible to bid.
- (c) Awarded on a voluntary basis classification seniority order and qualifications (HBS/PBS/NPSV).
- (d) Additional shifts/hours will be awarded to a maximum of twelve

- (12) hours in a day and to a maximum of forty (40) hours per week.
- (e) The minimum rest provisions of Article 17.02 apply in the awarding of available additional shifts/hours.
 - (f) Posted for not less than seventy-two (72) hours and awarded immediately following the close of posting. All postings will occur at 09:00 am on the posting date.

Additional Hours:

- 3. Where additional schedule hours become available, the Joint Scheduling Committee will meet to review and discuss how to best allocate the hours for employees, to ensure the maximization of hours in accordance with the provisions of Article 17.01(a).**
- (a) All employees with less than forty (40) hours per week are eligible to bid.
 - (b) Awarded on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV).
 - (c) Additional shifts/hours will be awarded to a maximum of twelve (12) hours in a day and to a maximum of forty (40) hours per week.

- (d) The minimum rest provisions of Article 17.02 apply in the awarding of available additional shifts/hours.
- (e) Posted for not less than seventy-two (72) hours and awarded immediately following the close of posting. All postings will occur at 09:00 am on the posting date.

Note: Any increase in scheduled hours worked by employee(s) resulting from Article(s) 17.06, 17.07 or 17.13, following a shift bid, will be included in determining an employee's entitlement and eligibility for COLA and VRSC. That is, part time employees who work a minimum of sixteen (16) hours but less than thirty (30) hours per week on average during any COLA/VRSC qualifying period shall be paid part time COLA/VRSC in respect of that COLA/VRSC qualifying period and part time employees who work thirty (30) hours or more during any COLA/VRSC qualifying period shall be paid full time COLA/VRSC in respect of that COLA/VRSC qualifying period.

The Joint Scheduling Committee will meet weekly, or as otherwise required, to review and discuss scheduling issues, including the determination of whether or not vacant lines and additional shifts are operationally required, and to determine how to best allocate the hours for employees, to ensure

the maximization of hours in accordance with the provisions of Article 17.01(a).

17.07

Overtime

When employees are requested to work overtime beyond their normal shift, the following conditions will prevail:

- (a) All employees shall be compensated for authorized overtime hours worked at one and one-half (1 1/2) times their regular rate provided an employee has completed forty (40) hours work during the week.
- (b) If an employee books off for a shift and is called in to work, he/she will only receive the overtime rate once he/she has exceeded forty (40) hours for the week.
- (c) If overtime is billable to CATSA and the employee has not completed forty (40) hours of regular time for the week due to his/her regular scheduled shift (i.e., not as a result of booking off, etc.) then the extra hours worked will be at overtime.
- (d) Employees will be paid for any hours spent in training, testing and certification, which hours may qualify for overtime pay pursuant to Article 17.07(a).
- (e) The Company may not be able to advise an employee of the meeting of the conditions laid out in (a), (b), and (c)

above as the overtime qualifier may occur after the extra hours are worked and is only determined at the completion of a work week.

- (f) Employees shall have the right to refuse overtime. When overtime is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime, pursuant to the provisions of Same Day Overtime, Item (v).
- (g) Should an employee be bypassed in error for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed.
- (h) Notwithstanding the provisions of Article(s) 17.07 (a), (b), and (c), employees shall be compensated for all hours worked in excess of his/her regularly scheduled shift at a rate of one and one half (1 1/2) times the employee's regular rate of pay, or as otherwise prescribed in Article 17.08 and Article 19, for all Same Day Overtime hours worked, regardless of whether or not the employee has or will complete forty (40) hours during the work week.
- (i) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Manager's office.

The Company will solicit overtime in classification seniority order based on the classification of work required, as specified in Article 9.02, i.e., if the work to be performed is that of the Point Leader Classification, then the overtime assignment will be solicited from the Point Leader Classification.

The Company will ensure that on-duty employees in the daily overtime book will be contacted at their respective work location and directly offered the overtime.

Same Day Overtime

This is the order to be called in for Same Day Overtime based on seniority:

- (i) Employees on shift in the sign-up book.
- (ii) Employees on shift.
- (iii) Employees coming on shift in the sign-up book.
- (iv) Employees on a Regular Scheduled Day Off in the sign-up book.
- (v) When the above process has been exhausted, and the lack of volunteers for Same Day Overtime would result in the closure of a

required checkpoint, employees on shift at the site will be assigned to work in reverse order of seniority, in accordance with Article 17.07 (f), to a maximum of two (2) hours beyond his/her scheduled shift, unless otherwise agreed between the Company and the employee. An employee will be paid at a minimum rate of two times (2.0), his/her regular hourly rate, if less than two (2) hours notice of the assignment is provided by the Company, or an otherwise prescribed in Article 17.08 (c), whichever is greater. An employee will not be required to work if it interferes with a legitimate family responsibility or transportation requirement.

Next Day Overtime

Next Day Overtime may be solicited up to three (3) days in advance of the requirement.

In an effort to equally distribute Next Day Overtime to all employees while respecting seniority, the Company will offer overtime hours in the following manner.

When soliciting Next Day Overtime, each week as defined in Article 17.02,

the Company will canvass employees in the sign-up book in seniority order for their first extra shift on their Regular Scheduled Day Off before canvassing an employee for their second extra shift on their Regular Scheduled Day Off. Similarly, the Company will canvass all employees in the sign-up book in seniority order for either their first or second extra shift on their Regular Scheduled Day Off before canvassing an employee for their third or subsequent extra shift on their Regular Scheduled Day Off.

The Company will solicit Next Day Overtime between the hours of 10:00 and 14:00 or as mutually agreed between the Company and the Union at each site and communicated in writing to employees.

This is the order to be called in for Next Day Overtime based on seniority:

- (i) Employees on a Regular Scheduled Day Off in the sign-up book.
- (ii) Seniority list.

Note: It is understood that the minimum dispatch provisions of Article 17.01 (c) apply with respect to rest day overtime.

17.08 Employees who work in addition to their regular weekly shift shall be paid the following for the hours worked by the employee in excess of forty (40) hours work during the week:

- (a) during their first extra shift, one and one-half (1 1/2) times their regular rate of pay;
- (b) during their second extra shift, two (2) times their regular rate of pay; and,
- (c) during their third extra shift, three (3) times their regular rate of pay.

In computing remuneration for time worked, hours compensated at overtime rates shall not be pyramided, duplicated or counted further for any purpose in obtaining additional payment.

17.09 If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond two (2) hours overtime, the employee shall receive a food per diem of fifteen dollars (\$15.00), payable on the employee's next pay cheque.

17.10 An employee who reports for work as scheduled is entitled to four (4) hours pay if no work is available and he/she has not been advised in advance except in cases beyond the Company's control. This Article may be amended by mutual agreement.

17.11

All time spent in attendance at any proceeding, arising out of actions performed on behalf of the Company or the Company's client, shall be paid at the applicable rate, upon direction and approval from the Company. Monies from the Court shall be reimbursed to the Company. Necessary expenses incurred by the employee will be reimbursed by the Company on a receipted basis.

Court Appearance

If an employee is subpoenaed to appear in Court in a matter relating to the conduct of the employee's duties, he/she will be paid for such appearance and the Union will be notified prior to the appearance.

Citizenship Court

Time spent at Citizenship Court is limited to the day of the swearing in only, and payment shall be straight time pay for those who are normally required to work on the day of the employees' swearing in.

17.12

An employee who leaves work due to a WorkSafe BC related injury or illness, which requires offsite treatment and prevents a return to work, shall be paid for the balance of his/her regular or scheduled shift on the day of the injury or illness.

17.13

Shift Trade / Shift Give Away Policy

The purpose of shift trades/shift give aways is to reduce absenteeism by allowing employees to handle unexpected situations and/or personal matters that conflict with their work schedule. Employee(s) may engage in shift trades/shift give aways, provided they are not giving away their job.

- (a) If an employee on his/her days off agrees to work another employee's shift, that employee shall be paid his/her normal straight time wage for that day.
- (b) Both employees must sign a "shift change sheet" and submit it to Management for approval a minimum of seventy-two (72) hours in advance of affected shift. Management will respond in writing within 36 hours of receipt. Emergency requests shall be addressed on a case by case basis.
- (c) Both employees must be equally certified where an operational requirement exists within the work schedule, (e.g.: employees who are CTX certified and are scheduled to operate CTX, must shift trade/shift give away to a CTX certified employee). If the employees are not equally certified (CTX) as required by the work schedule, Management may authorize the shift change, subject to operational requirements.
- (d) The employee signing to work that shift is responsible for that shift.

- (e) No employee shall be eligible for a shift trade/shift pick up if they have worked, or will work, a shift of eight (8) hours or more before the shift trade/shift pick up, or after the shift trade/shift pick up.
- (f) The Company will not incur overtime unless the employee goes over the regular scheduled hours for that day, e.g., over eight (8) hour shift, ten (10) hour shift, etc.
- (g) The Labour Relations Committee will meet to discuss the shift trade/shift pick up process as required.
- (h) If an employee receives a No Show/No Call (NSNC) for failure to notify the Company of his/her absence and report for a shift trade/shift pick up, he/she will lose their shift trade/shift give away privileges for ninety (90) calendar days, unless he/she are able to substantiate that the NSNC was due to extenuating circumstances, beyond the employee's control.

ARTICLE 18 - VACATION WITH PAY

18.01

All employees shall be entitled to an annual vacation with pay based on continuous employment with the Company as of December 31st of every year, based on gross earnings in the preceding vacation year, in accordance with the following:

YEARS OF SERVICE AT DECEMBER 31	VACATION ENTITLEMENT	VACATION BID REQUIREMENTS	VACATION PAY
Completion of 1 year but less than 4 years	2 weeks	2 weeks	4%
Completion of 4 years but less than 7 years	3 weeks	2 weeks	6%
Completion of 7 years but less than 11 years	6 weeks	3 weeks	8%
Completion of 11 years but Less than 14 years	6 weeks	3 weeks	10%
Completion of 14 years	7 weeks	3 weeks	14%

18.02 “Vacation Year” means the twelve (12) month period between January 1st and December 31st. For the purposes of vacations in a year, calculations of continuous employment with the Company and gross earnings shall be made as of December 31st of that year.

18.03 Vacation Selection

- (a) Vacation preferences will be allocated in order of seniority within each classification, pursuant to Article 9.02.
- (b) Each employee must bid the minimum vacation bid requirement, in accordance with Article 18.01.
- (c) Employees may split their vacation entitlement into blocks of not less than one (1) week. In such cases, an employee’s first preference will be in order of classification seniority with the awarding of his/her subsequent preferences occurring after all other employees have made their selection in

selection rounds one (1) and two (2). Commencing in selection round three (3), employees may select all remaining preferences. These subsequent preferences will continue to be awarded in order of classification seniority.

- (d) On October 1st of each year the Company will post a bulletin listing employees in order of classification seniority and showing each employee's total vacation entitlement for the upcoming vacation year.
- (e) Prior to September 15th of each year the Company and the Union will meet to establish the vacation ratio as follows:

In each Regional Site (applies to all Class 2 and Class Other 3 Sites):

- (i) The total weeks of vacation entitlement, divided by fifty-two (52) weeks, plus a ten percent (10%) variant rounded to the next whole number, i.e. 5.5 rounds to 6.
- (ii) Vacation week start and stop dates may be altered to align with rest day patterns, on a site level, with mutual agreement.

In the Vancouver Site:

- (i) The Company and Union shall establish the vacation ratios and allocate vacation entitlement for each week of the calendar year by mutual agreement for

each classification, identified in Article 9.02. The parties will take into consideration the total number of employees, the total combined vacation entitlement of all employees as of December 31st of the previous year and the historical utilization of vacation entitlement for each classification to establish a fixed flat line ratio for prime and non-prime periods.

- (ii) Vacation week start and stop dates may be altered to align with rest day patterns, with mutual agreement.

The agreed vacation ratios for each site will be posted by October 1st.

- (f) For payroll purposes, a vacation week is defined in accordance Article 17.02.
- (g) Employees will select vacation preferences by a means established by the Union, no later than November 30th of each year. Such selection is to be noted by each employee in order of their classification seniority with the most senior employee noting their vacation selection first and the most junior last, in each selection round. The rounds shall be as follows:
 - i. Round 1 vacation selection will commence October 15th; the first round vacation selection results will

- be posted no later than October 30th.
- ii. Round 2 vacation selection will commence November 1st; the second round vacation selection results will be posted no later than November 15th.
 - iii. Round 3 vacation selection will commence November 16th; the third round vacation selection results will be posted no later than November 30th.
 - iv. Any requirements for further selection rounds will be mutually agreed between the Company and the Union at a site level.

Note: The above timelines for vacation selection may be amended by mutual agreement at a site level between the Company and Union, provided the amended timelines are communicated in writing to the affected employees with at least fourteen (14) days' notice.

- (h) Employees who expect to be absent during the vacation bid will advise the Company and Union in writing of their selections prior to their absence or submit a proxy form.
- (i) An employee who fails to select their vacation preferences, in accordance with Clauses 18.01 and 18.03 (b) during the vacation selection process will be

allocated vacation dates by the Company from those that are available, at the conclusion of all vacation bidding. Employee(s) will be provided with a minimum of thirty (30) calendar days written notice of any allocated vacation dates. Allocated vacation dates are considered ad-hoc and are subject to the provisions of Item (o) of this agreement.

- (j) Bid vacation periods will not be altered after having been approved without local agreement between the Company and the Union.
- (k) The dates for prime vacation periods will be specified each year by agreement between the Company and the Union and are defined as follows:
 - (i) 2 weeks – Spring Break (late March, early April)
 - (ii) 10 Weeks – July/August
 - (iii) 3 Weeks – End of December
- (l) Vacation bid in each selection round prior to December 31st may be cancelled and/or changed one (1) time during the vacation year, with the exception of vacation in the prime vacation weeks, which cannot be cancelled.
- (m) A minimum of fourteen (14) calendar days written notice to the Company and

- the Union is required to cancel vacation bid during non-prime vacation periods.
- (n) Vacation bid on an ad-hoc basis during the vacation year it is being taken cannot be cancelled and/or changed, unless mutually agreed between the Company and the Union.
 - (o) Notwithstanding the above cancellation provisions, the provisions of Clause 18.05 shall apply in the event an employee is unable to commence or complete his/her scheduled vacation period due to injury or illness, including Workers' Compensation. Refer to Clause 18.05 for application.
 - (p) Any vacant prime vacation periods, occurring as a result of resignation, termination, or transfer or an increase in the vacation ratio, will be posted on Company bulletin boards for seven (7) calendar days and awarded on the basis of classification seniority.
 - (q) Following the initial vacation bid, all un-bid vacant vacation periods (including un-bid posted prime vacation periods) shall be awarded on a first come first served basis with a minimum of seven (7) calendar days written notice. The Company agrees to maintain a weekly posting of available un-bid vacation weeks in a location accessible to all employees.
 - (r) Any un-bid vacation entitlement must be taken prior to the utilization of a

Personal Leave of Absence, as outlined in Article 13. The provision does not apply to Personal Leaves of Absence for medical reasons or for Leaves prescribed in Article(s) 14 and 16.

- (s) Should the vacation selection process outlined in Clause 18.03 (a), result in a shortage of EDX/CTX qualified employees, the parties agree to meet and discuss options to address the temporary shortfall.

18.04 All employees shall receive their outstanding vacation pay by separate deposit on the second regular pay day in February each year, calculated up to the end of the preceding calendar year.

Where written notification is received by the Company by December 1st in the preceding calendar year, vacation pay can be contributed directly to the employee's RRSP on the first regular pay day in January of each year.

Employees who request vacation pay in writing prior to the established payroll cut-off deadline shall receive their vacation pay on the following pay date.

Employees who request vacation pay at the time vacation is taken shall receive vacation pay for the absence.

18.05 An employee who is unable to commence or complete his/her scheduled vacation period

due to injury or illness, including Workers' Compensation, shall be awarded a new vacation period upon return to duty. The employee must provide a doctor's certificate to verify all absences under this clause. However, if the employee does not return to duty on or before December 1st of any year, he/she shall receive the pay in lieu of the vacation earned but not taken.

ARTICLE 19 - PAID HOLIDAYS

19.01 For the purposes of this Agreement, the following days are recognized as paid Statutory Holidays for employees who have completed their first thirty (30) days of employment with the Company.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

The above list of recognized Statutory Holidays will automatically be amended to include any newly legislated Federal Statutory Holidays, during the life of the Agreement.

19.02 The parties may agree to designate a day other than the calendar day for the observance of a paid Statutory Holiday provided that when an alternative day is so

designated the provisions of Article 19 shall apply to the alternative day and not the calendar day of the Statutory Holiday.

19.03 No employee is entitled to be paid for a Statutory Holiday on which he/she does not work when he/she was not entitled to wages for at least one hundred and twenty (120) hours during the thirty (30) calendar days immediately preceding the holiday. Notwithstanding the previous sentence, the employee is entitled to be paid 1/20th of the wages he/she has earned during the thirty (30) calendar days immediately preceding that Statutory Holiday.

19.04 An employee who qualifies for Statutory Holiday pay in accordance with Article 19.03 and is not required by the Company to work on any of the above Statutory Holidays, shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work.

19.05 An employee who qualifies for Statutory Holiday pay in accordance with Article 19.03 and is required by the Company to work on a regularly scheduled shift on any of the above Statutory Holidays, shall be paid one and one-half (1 1/2) times his/her regular basic hourly rate for time worked during his/her normal hours of work on such Statutory Holiday in addition to his/her pay under Article 19.04. Any hours worked by an employee on a Statutory Holiday before or

after his/her regularly scheduled shift will be paid at the rate of double (2.0) time.

When an employee volunteers to work a Statutory Holiday on his/her regularly scheduled rest day, the overtime rates prescribed in Article 17.08 shall apply.

19.06 If any of the above Statutory Holidays are observed by the Company while an employee is on a scheduled vacation or on his/her regular day off, the Company shall compensate the employee on the following basis:

- (a) the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work; or,
- (b) a day off with pay, in accordance with (a) above, in lieu of the Statutory Holiday. Such day may be taken in conjunction with his/her vacation or at some other mutually agreeable time.

19.07 No employee is entitled to be paid for a Statutory Holiday on which he/she did not report for work after having been scheduled or called to work for that day, unless their absence occurred for a legitimate reason acceptable to the Company.

19.08 Where a new employee who has not attained thirty (30) days of employment with the Company is required to work on a Statutory Holiday, he/she shall be paid

according to the Canada Labour Code for the time worked by him/her on that day.

ARTICLE 20 - WAGES

- 20.01** The Company and the Union agree that the wage formula, as set out in Appendix "A" attached hereto, shall be maintained during the term of the Agreement.
- 20.02** All employees covered by this Agreement shall be paid on a defined bi-weekly basis, and dates shall not be altered without Union consent.
- 20.03** Payment of wages shall be made by direct deposit to the employee's bank account.
- 20.04** The Company shall provide every employee with an electronic itemized statement in respect of all wage payments to the employee. Such statements shall set forth bi-weekly the total hours worked and the wage rate, the total overtime hours worked including the applicable rate, all benefits paid/remitted on behalf of the employee and all deductions made from gross earnings. The Company will provide a printed itemized statement, upon the written request of the employee, due to restricted internet access, or the Company will provide Site access to a computer and printer.
- 20.05** Any error in payroll calculation by the Company of seventy-five dollars (\$75.00) or

more shall be paid to the employee by electronic deposit, within three (3) business days (exclusive of Saturdays, Sundays and Statutory Holidays) of the error being brought to the attention of the Company. Should the Company fail to remedy the payroll error within five (5) business days, a penalty of twenty-five dollars (\$25.00) will be paid to the affected employee and included with the next regular pay, in accordance with Clauses 20.02 and 20.03.

Should an employee be overpaid, the employee shall be advised by the Company in writing prior to any recovery of overpayment. The overpayment will be recovered over a period mutually agreed to ensure no financial hardship upon the employee. The maximum period of recovery shall not exceed the length of the period over which the overpayment occurred unless otherwise mutually agreed, to a maximum recovery of \$75.00 in a pay period.

A joint Payroll Committee comprised of two (2) representatives of the Company and two (2) representatives of the Union, as designated by the Union, will meet on a quarterly basis, or more often as needed by mutual agreement, without loss of wages to the Union representatives to review and address matters of concern surrounding payroll discrepancies filed with payroll, including but not limited to the frequency and

volume of discrepancies and/or patterns of discrepancies and take steps necessary to educate, correct or minimize discrepancies in accordance with the provisions of the Collective Agreement.

20.06 Base Administrators will receive \$2.50, as an adjustment to the employees' base rate, per hour for each hour worked on a bi-weekly basis.

20.07 Employees working split shift will receive an allowance equal to one (1) hours pay provided they report for both parts of the shift.

ARTICLE 21 - BENEFITS

- 21.01**
- (a) Parking provided and paid one hundred percent (100%) by the Company. Employees that do not require a parking pass will be compensated the amount of the pass to be used for public transportation.
 - (b) Access to hand sanitizer.
 - (c) The Company will provide fridges, tables, microwaves, utensils, toaster ovens, kettles and coffee pots for employee's lunches. In the event of broken or malfunctioning utensils the Company will have three (3) business days upon receiving notice, to replace the broken or malfunctioning utensils or appliances. Utensil replacement will be

on a reasonable basis. The Company will also be responsible to have the fridges cleaned once a week.

- (d) A lunchroom will be provided at each point for employee lunch breaks, which will include sufficient tables and chairs.
- (e) The Company will be responsible to repair or replace furniture in lunchrooms within five (5) business days.
- (f) The Company will contribute up to thirty dollars (\$30.00) per employee towards arranging and providing an annual flu vaccination for all employees.
- (g) All employees, at their option, can participate in French language classes allowing them to achieve standards set to meet OLA obligation. The Company will provide financial aid to help an employee attend French classes on their own time without pay.
- (h) The Company shall provide heaters, work gloves and parkas for employees scheduled at Hold Baggage Screening.

21.02

The Company will provide, at no cost to the employee, complete properly fitting uniforms. The minimum Company issued aside, Hold Baggage Screening (HBS), Non-Passenger Screening (NPS) and Non-Passenger Screening Vehicle (NPSV) uniform shall be as follows:

Items List	HBS	NPSA	NPST	NPSV
Industrial Work Gloves	Y	*	*	Y

Hearing Protectors	Y	*	*	Y
Coveralls	*	*	*	Y
Insulated Coveralls	*	*	*	Y
Parka	*	Y	*	Y
Steel-toed Work Boots	*	*	*	Y
High Visibility Vest	*	*	*	Y
Hard Hat/Hearing Prot.	N	N	N	Y
Thermal Undergarment	*	*	*	Y
Insulated Gloves	*	*	*	Y
Safety Glasses	N	N	N	Y
Rain Gear	N	*	N	Y

(*) = As Required

(Y) = Required

(N) = Not Required

The Company will make best efforts to provide permanent individual proximity storage for employees assigned to work Non-Passenger Screening Vehicle operations for storage of additional uniform pieces.

The controlled uniform items remain the property of the Company and upon termination of employment, must be returned in a clean state prior to issuance of final pay cheque.

The Company will pay for alterations to uniforms with Management approval.

The Company will provide any other apparel or Personal Protection Equipment (PPE) deemed necessary by Employment and Social Development Canada (ESDC).

Sick Leave

- (a) All employees will accrue paid Sick Leave entitlement at eight (8) days per calendar year. Sick days may be accumulated and carried over year-to-year up to a maximum of twelve (12) days. All days accumulated in excess of twelve (12) days as of April 1st each year will be paid out to the employee on the first regular pay in May each year at the hourly rate in effect.

Employees are eligible to receive Sick Leave pay for all absences related to illness/injury to the extent of accumulated hours in their sick bank.

All unused sick time shall be paid out upon termination of the employment relationship resulting from a change in the Service Provider.

Employees who suffer from a recognized disability, or suitably verified illness, which requires recurring treatment/visits or that is recurring in nature, must submit a doctor's certificate to the Company, which includes the expected duration and reassessment period. Absences related to such a documented medical condition will not require an additional medical certificate

for each absence, however the employee must provide and renew a medical certificate following reassessment or semi-annually, whichever occurs first.

Employees who are absent due to illness for three (3) or more days may be requested to provide a doctor's note upon his/her return to work.

Any costs associated with Company requested Functional Ability Forms (FAF's) or CATSA required medical documentation and/or certificates will be reimbursed to the employee on a receipted basis.

Benefit Coverage

(b) The Company shall pay one hundred percent (100%) of the costs associated with providing a Health and Welfare Benefit Plan to all employees and their eligible spouses, partners and dependents, including an employee assistance program, extended medical insurance, supplemental health care insurance, dental care insurance, vision care insurance, emergency travel insurance and life insurance coverage(s), immediately following ninety (90) days from the employee's date of hire with the Company.

Note: life insurance is not applicable for employees over age 70.

Generic substitution for drug claims is mandatory, effective January 1, 2020, unless a drug is otherwise prescribed by an employee's medical professional.

The Benefit Plan referred to above will continue for the duration of the Agreement and benefit levels will be maintained. A schedule of current benefits will be distributed to all employees by the Company in the next thirty (30) days.

Employees shall be required to complete benefit enrollment forms during employment orientation.

The Company will maintain coverage and continue to pay all premiums associated with the Health and Welfare Benefit Plan for the duration of all paid absences and absences due to occupational injury or jury duty.

- (i) In the event an employee is absent due to layoff, the Company will maintain coverage and continue to pay all premiums associated with the Health and Welfare Benefit Plan for a period of three (3) months.
- (ii) In the event an employee is absent due to illness, non-occupational injury or Leave in accordance with

the Canada Labour Code, the Company will maintain coverage and continue to pay all premiums associated with the Health and Welfare Benefit Plan benefit coverage for a maximum of one (1) year.

Medical Services Plan Coverage

- (c) The Company will contribute one hundred percent (100%) towards the cost of B.C. Health and Wellness Plan premiums to all employees, effective the 1st of the month following three (3) months of service.

21.04

Pension Plan

The Company shall make payments to the IAM & AW Multi-Employer Pension Fund for each employee performing work in a job classification covered by this Agreement as follows:

- (a) The Company will contribute four percent (4%) of the employee's total earnings. Total earnings means all monies an employee earns for wages and includes earnings for vacation, paid holidays, approved Union Leave, VRSC COLA and LEAP.
- (b) Contributions are payable for all non-probationary, part-time and full-time employees covered by the Agreement.

- (c) The payments to the Pension Fund shall be made to the IAM & AW Multi-Employer Pension Fund.
- (d) The Pension Fund shall conform with the requirements of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
- (e) All contributions shall be made to the Pension Fund by the twentieth (20th) day of the following month and in such a manner as determined by the Union.

Where legislation prohibits contributions being made to the IAMAW Multi-Employer Pension Fund because of an employee's age, the Company will instead pay an amount equivalent to the contributions outlined in 21.04 (a) to that employee. Payment(s) will be remitted to RBC GIA account #011354, in the employees' name, subject to any requirements of the Income Tax Act.

ARTICLE 22 - BULLETIN BOARD

22.01

A separate, lockable, Bulletin Board will be provided by the Company for Union memos at each Site in the employee lunchroom and/or at each lunchroom where a Site has multiple lunchrooms, and one will be provided for Company memos only. All

memos posted by either the Company or Union will be dated and signed. The Union Bulletin Boards will measure not less than five feet by 4 feet (5' x 4') in size, where space is available.

ARTICLE 23 - NOTICES

23.01 Any Notice in writing which either party gives to the other, shall be by Registered Mail or other traceable means and addressed as follows:

To the Company

G4S Secure Solutions (Canada) Ltd.
Vancouver International Airport
Domestic Terminal - Level 4 Room B4837A
3880 Grant McConachie Way
Richmond, BC V7B 0A5

Telephone: 778-296-2600
Fax: 604-232-0410

To the Union

International Association of Machinists
& Aerospace Workers
Transportation District Lodge 140
7980 River Road,
Richmond, British Columbia V6X 1X7

Phone: 604-448-0721
Fax: 604-448-0710

23.02 Any Notice provided in the Agreement to be mailed by Registered Mail shall be deemed given as of the third (3) day after the date of mailing. The Registration Receipt shall establish the date of mailing.

23.03 The Company or the Union may change its address for service of Notice at any time by notice as set out in Article 23.01.

ARTICLE 24 - HUMAN RIGHTS

24.01 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 reasonably be known, to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Agreement and/or Company Policy.

- (a) Discrimination / Harassment Prohibited
The Company and the 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. 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 contravening this Policy may constitute grounds for discipline.

(b) Sexual Harassment

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

24.02 Complaint Procedure

Any complaint involving allegations of discrimination or harassment, as defined in Article 24.01, may be reported in confidence, by completing a Harassment Complaint form and delivering same directly to the Company Director of Employee and Labour Relations, with a copy to the Bargaining Agent. The Company shall provide the complainant with the reasonable time necessary to complete the complaint form during shift without loss of pay. Once a complaint(s) is brought forward, both the Bargaining Agent and the Company Director of Employee and Labour Relations must immediately be made aware of the complaint in writing. A Union

representative, designated by the Bargaining Agent, will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances 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. The individual accused of harassment has the right to know and respond to all allegations. The Company will commence an investigation into the complaint within five (5) business days of receipt of the complaint and take actions it considers appropriate to resolve the complaint, within forty-five (45) days. Both the complainant and the accused offender will be provided with the investigation findings in writing within ten (10) days, following the conclusion of the investigation. Timelines contained within this clause may be modified by agreement between the parties, where the complexity of the complaint, and/or availability of the complainant, accused or witnesses, warrant such a modification.

24.03

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a

bona fide complaint of harassment, including but not limited to filing a Human Rights Complaint.

24.04 The strict prohibitions referred to in Article 24.01, are to be interpreted and applied in accordance with the notion of a reasonable Duty to Accommodate.

24.05 **Right of an Arbitrator**

- (a) An Arbitrator hearing a complaint or grievance under this Article shall have jurisdiction to:
- (i) dismiss the complaint or grievance;
 - (ii) determine the appropriate redress regarding the complaint or grievance.

24.06 **Transfer of Harasser**

Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred to an alternative point or shift. The complainant shall only be transferred with the complainant's consent.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Canadian Occupational Health and Safety Regulations, policies, practices and procedures, all of which

promote and maintain a safe and healthy workplace.

All employees will participate in a recurrent Health and Safety Orientation Program. The Program will include training on a Company specific Emergency Evacuation Plan, WHMIS, Safe Lifting Practices and the contents of the Health and Safety Employee Handbook. The Company will allow time, on the job, to complete the Health and Safety Orientation Program. New Hire employees will complete this training during new hire orientation.

25.02

The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work including:

- (a) A sufficient supply of latex gloves will be provided at each screening point for the use of employees, on an as needed basis, when the employee believes there is a health risk. Any issue regarding allergies will be dealt with on an individual basis. The Health and Safety Committee will monitor and make recommendations.
- (b) If at any time, in any work area, the conditions become unbearable to work in accordance to the Canada Labour Code Part II, whether it is heat or cold, the Company will provide the necessary

equipment to make the workplace bearable to work in.

25.03 The parties will co-operate to promote the adherence to the appropriate Federal Regulation, policies, practices and procedures.

25.04 A Health and Safety Committee(s) shall be established in accordance with the Canada Labour Code Part II and the Canadian Occupational Health & Safety Regulations, policies, practices and procedures including:

- (a) not fewer than one (1) regular Member for each point or work location at each Site within the Region, employed at the operation and experienced in the types of work carried on at the operation; and,
- (b) Membership chosen by and representing the workers and the Company, in no case shall the Company's representatives outnumber those of the workers; and,
- (c) A Chairperson and Secretary elected from and by the Members of the Committee, where the Chairperson is a Company member and the Secretary shall be a worker and vice versa.

25.05 The workplace Health and Safety Committee(s) will:

- consider and expeditiously dispose of Health and Safety complaints;

- participate in the implementation and monitoring of programs to prevent workplace hazards;
- participate in all of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;
- participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- ensure that adequate records are kept on work accidents, injuries and health hazards;
- cooperate with Health and Safety Officers;
- participate in the implementation of changes that may affect occupational health and safety including work processes and procedures;
- assist the Company in investigating and assessing the exposure of employees to hazardous substances;
- inspect, each month, all or part of the workplace, so that every part of the workplace is inspected at least once per year; and,
- participate in the development of Health and Safety policies and programs.

25.06

Reporting of Unsafe Conditions

- (a) Employees shall immediately report to their Supervisor, any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
- (i) the use or operation of a machine or thing presents a danger to themselves or a co-worker; or,
 - (ii) a condition exists at work that presents a danger to them.
- (b) In order for an employee to refuse dangerous work without risking their job or wages, the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2.

25.07

The National Health and Safety Policy Committee, as per CLC, will be responsible:

- To participate in the development of health and safety policies and programs;
- To deal with matters raised by its members or referred to it by a workplace committee or health and safety representative;

- To participate in the development and monitoring of a program for the prevention of workplace hazards that also provides for the health and safety education of employees; and
- To participate in inquiries, studies, investigations and inspections as it considers necessary.

The policy committee has access to all government and employer reports, studies and tests relating to the health safety of employees. It can request from the employer any information it considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in any of the employer's workplaces.

ARTICLE 26 - JOB POSTINGS

26.01

The Company and the Union agree that promotions and transfers to higher paid jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern. The Company agrees not to disadvantage present employees, who have not been trained, (i.e., if a job is posted, the Company will not take the position that only trained employees may qualify).

When selecting applicants, the Company and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.

26.02

All Bargaining Unit vacancies, including training opportunities, will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace at the Site. The posting(s) shall specify any pre-requisites as outlined in the Standard Operating Procedures (SOPs), if applicable. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will meet with the Bargaining Agent to determine the best way to fill the vacancy.

The Company will provide the Chief Shop Steward or his/her designate(s) with a copy of all postings, by electronic means, prior to posting in the workplace.

26.03

Employees who are on Vacation or Sick Leave (i.e., Long Term Disability, Short Term Disability, Maternity, WorkSafe BC, ICBC, etc.) during the posting period will have three (3) days after their return to bid the open position.

The Company agrees to create a job posting book which will be available to all employees upon return to work.

26.04 The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed to between the Union and the Company. The transfer is subject to the relocation provisions of Article 12.03.

ARTICLE 27 - TERM

27.01 This Agreement shall become effective as of April 1, 2018 and shall remain in effect until March 31, 2021.

27.02 Either party, during four (4) months prior to the expiry of the Agreement, shall give Notice in Writing to the other party, of its desire to commence Negotiations for the renewal of the Agreement.

ARTICLE 28 - VRSC (VOLUME, RISK, STRESS AND CONSEQUENCES)

A Volume, Risk, Stress and Consequences (“VRSC”) monthly bonus payment will be provided to full-time employees at the following four (4) airports (the “VRSC Airports”), based on the following rates (the “Applicable Percentage”):

- | | |
|------------------|------|
| 1) Vancouver | 5% |
| 2) Victoria | 5% |
| 3) Kelowna | 5% |
| 4) Prince George | 2.5% |

For further clarity, the VRSC payment will not be provided to employees at any airport covered by this Agreement that is not referred to above.

The Annual VRSC amount is calculated by taking the Level 3.4 hourly rate multiplied by 2080 hours, multiplied by the Applicable Percentage. The Annual VRSC amount is divided by 12 to provide a Monthly VRSC payment.

The Monthly VRSC Payment will be paid by the end of the month next following the month in which it is earned by the Screening Officer working at least a majority of his/her scheduled shifts in the month. It is understood that paid absences (i.e., Vacation, Paid Sick, Bereavement, etc.) provided for in this Agreement shall be counted as shifts worked in this calculation.

Part-time employees at the VRSC Airports with a minimum of sixteen (16) hours up to thirty (30) hours per week will receive sixty percent (60%) of the Monthly VRSC Payment.

ARTICLE 29 - C.O.L.A. (COST OF LIVING ADJUSTMENT)

A Cost of Living Adjustment (“COLA”) monthly payment will be provided to full-time employees at the following airports (the “COLA Airports”) based on the following rates (the “Applicable Percentage”):

- | | |
|------------------|------|
| 1) Vancouver | 7.5% |
| 2) Victoria | 2.5% |
| 3) Kelowna | 1.5% |
| 4) Prince George | 1.5% |
| 5) Penticton | 1.5% |

- | | |
|-------------------|------|
| 6) Campbell River | 1.5% |
| 7) Castlegar | 1.5% |
| 8) Comox | 1.5% |
| 9) Cranbrook | 1.5% |
| 10) Nanaimo | 1.5% |

For further clarity, the COLA payment will not be provided to employees at any airport covered by this Agreement that is not referred to above.

The Annual COLA amount is calculated by taking the Level 3.4 hourly rate, multiplied by 2080 hours, multiplied by the Applicable Percentage. The Annual COLA amount is divided by 12 to provide a Monthly COLA payment.

The Monthly COLA payment will be paid by the end of the month next following the month in which it is earned by the Screening Officer working at least a majority of his/her scheduled shifts in the month. It is understood that paid absences (i.e., Vacation, Paid Sick, Bereavement, etc.) provided for in this Agreement shall be counted as shifts worked in this calculation.

Part-time employees at the COLA Airports with a minimum of sixteen (16) hours up to thirty (30) hours per week will receive sixty percent (60%) of the Monthly COLA payment applicable at that airport.

ARTICLE 30 – LEAP & NLA - YXJ

A Local Employment Adjustment Plan (LEAP) monthly payment will be provided to full-time employees at the Fort St. John Airport based upon a rate of three percent (3%), as follows:

The annual LEAP amount is calculated by taking the Level 3.4 hourly rate, multiplied by 2080 hours, multiplied by three percent (3%). The annual LEAP amount is divided by 12 to provide a Monthly LEAP Payment.

The Monthly LEAP Payment will be paid by the end of the month next following the month in which it is earned by the Screening Officer working at least a majority of his/her scheduled shifts in the month. It is understood that paid absences (ie. Vacation, Paid Sick, Bereavement, etc.) provided for in this Agreement shall be counted as shifts worked in this calculation.

Part-time employees with a minimum of sixteen (16) hours up to thirty (30) hours per week will receive sixty percent (60%) of the Monthly LEAP Payment.

In accordance with Canada Revenue Agency (CRA) regulations, the Company agrees to provide employees with eligible tax credits as permitted in the Intermediate Zone for Northern Living Allowance, which will be reflected in box 32 of the employee's T4 slip from the annual LEAP payment.

IN WITNESS WHEREOF the parties have executed and **SIGNED** this Agreement at:

VANCOUVER, BRITISH COLUMBIA, this 12th day of August, 2019.

For the IAM & AW:

Tania Canniff
Todd Haverstock

Neil Chia
Vic Greco
Gwenna Humphreys
Brian Jan
Rick Singh
Chris Thompson
John Vincent
Millice Wong

For G4S:

Remco Loevendie
Barry Corbett

Paul St. Peter
Mark McCreary
Alan King
Neil McClure

APPENDIX "A" - RATES OF PAY

IMPLEMENTATION DATE	LEVEL	APRIL 1 2018* 2.25%	APRIL 1 2019 2.25%	APRIL 1 2020 2.50%
JOB TITLE(S)				
SCREENING OFFICER	F1	18.06	18.46	18.93
	3.1	20.53	20.99	21.52
	3.2	20.96	21.43	21.97
	3.3	21.39	21.87	22.42
	3.4	21.82	22.31	22.87
POINT LEAD	PL	24.55	25.10	25.73

* Included for identification purposes only.

*Level 3.1: 0 - 2080 hours

*Level 3.2: 2081 - 4160 hours

*Level 3.3: 4161 - 6240 hours

*Level 3.4: 6241 + hours

***Asterisk references are for information purposes only.**

Point Leads will be paid twelve and one-half percent (12.5%) above Level 3.4 The Acting Point Lead rate will be equal to the Point Lead rate.

APPENDIX “B” - ACTING POINT LEADER

Qualifications

The Company will allocate training opportunities to obtain CATSA Certification as a Point Lead based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern selection.

General Qualifications

- Minimum of six months experience as a Screening Officer.
- Fully Transport Canada qualified.
- Completion of all pre-requisites in the CATSA SOPs to attend Point Lead Training.
- See Article 26.01.

METHOD OF SELECTION - VANCOUVER

- If a permanent or regular Acting Point Leader/Point Leader (if no other Point Leader is available) is on Vacation, Sick Leave or Leave of Absence, etc., the Company may upgrade a temporary Acting Point Leader for a period not to exceed one week. Following the one-week period, the upgraded position may be offered to the next senior person and so on through the list.
- If a permanent or regular Acting Point Leader/Point Leader (if no other Point Leader is available) books off on a daily basis, then the Company will upgrade a temporary Acting Point Leader for a period not longer than one day to ensure that all Members of the relief list can be utilized.

- If the employee is designated to serve as Acting Point Leader by the Point Leader, or above, for fifteen (15) minutes or more, he/she will be paid a premium that is outlined in Appendix "A".
- An Acting Point Leader may be utilized whenever a Point Leader is not available. The Acting Point Leader will be selected by the Point Leader or above as per the agreed selection process applied to the list of qualified agents.
- There will be one list per location (eg., screening point) and Acting Point Leader names will be placed in order of seniority. Whenever an Acting Point Leader is required at any location, the list will be consulted and agents chosen in general order of seniority. It is the intention to select an Acting Point Leader from the same screening point where the Acting Point Leader is required. If no Acting Point Leader is available from that point, one will be selected on a seniority basis from the next closest point.
- Acting Point Leads will only be used to carry out specific assignments that continue for no more than ninety (90) days.
- The Company may post temporary, time limited Point Lead assignments for periods of longer than ninety (90) days to cover for Permanent Point Lead absences, such as Pregnancy Leave, Parental Leave, Sick Leaves and other approved Leaves. However, Permanent Point Leads will be allowed to bid on such vacancies prior to Acting Point Leads.
- When a Permanent Point Lead is assigned to work in a lower paid classification, as a result of a loss of Certification, the Permanent Point Lead will be paid

at the rate for the classification in which he/she is working but service hours worked in the Permanent Point Lead classification will count as service hours for the purposes of placing the Permanent Point Lead at the appropriate pay level within the classification in which he/she is working.

METHOD OF SELECTION - ALL OTHER SITES

- In the event the scheduled Point Leader is absent i.e., on Vacation, Sick Leave, Bereavement or Leave of Absence etc., the senior employee (Screening Officer) possessing the Point Leader Qualification requirements and working the same scheduled hours as the Point Leader shift shall be upgraded to acting Point Leader and receive the associated, premium outlined in Appendix A for each hour worked.

LETTER OF AGREEMENT - PERFORMANCE BONUSES

If CATSA provides any performance bonus intended to be distributed to Screening Personnel, the bonus will be distributed in accordance with agreement between the Company and the Union. If agreement cannot be reached, the dispute will be resolved pursuant to the arbitration procedure under Article 7.

August 20, 2012

LETTER OF AGREEMENT - UNIFORM STORAGE

The Company shall make best efforts to provide adequate secure storage at or near all Screening Check Points and/or Work Locations for employees to store controlled uniform items while on duty.

August 21, 2015

MEMORANDUM OF AGREEMENT - PERSONAL DAYS

Employees are permitted to use sick days as personal paid leave, with the exception of the last two weeks of December and the first week of January. However, the employee must have sufficient time in their sick bank to cover the hours of the shift being requested as a personal day. There will be at least one personal day granted by the Company, per airport, on any given day, outside of the excluded period, provided the employee requesting the day has the time in his/her sick bank. The Company will award personal days within 14 days of the date being requested. Employees will use best efforts whenever possible to give the Company at least fourteen (14) days' notice of a request. If there is more than one request for the same day, the day off will be granted on the basis of seniority.

When the Company offers leaves of absences, employees will have the option to convert the leave of absence into a personal day, as outlined above, in addition to the specified minimums.

August 12, 2019

MEMORANDUM OF AGREEMENT - ARTICLE 17 - **AUXILIARY SHIFT SCHEDULES**

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to provide for the creation of auxiliary shift schedules, to assist the Company to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport and CATSA requirements, in the Vancouver Bargaining Unit. Unless otherwise stated herein the terms and conditions of the Collective Agreement apply.

1. An employee hired at the Vancouver Bargaining Unit after August 12, 2019 will initially be required to bid an Auxiliary Shift Schedule, subject to the conditions of this agreement. For clarification purposes, an employee hired prior to August 12, 2019 can never be required to bid an auxiliary shift schedule.
2. The number of shift lines permitted on an Auxiliary Schedule Shift Bid will be limited to a maximum of twenty percent (20%) of the total number of active employees in the Vancouver Bargaining Unit on August 12, 2019 and thereafter semi-annually on May 1st and September 1st each year, consistent with the example outlined below:

<u>Effective Date</u>	<u>Total # Active B/U Employ ees</u>	<u>20%</u>	<u>Minimum # Core Lines</u>	<u>Maximum # Auxiliary Lines</u>
Date of Ratification	910	182	910	182
May 1, 2019	1092	218	874	218
September 1, 2019	1128	226	902	226

A minimum of eighty percent (80%) of the total number of active employees in the Vancouver Bargaining Unit will continue to be scheduled in accordance with the push principle schedule provided in Article 17.01, based upon the past application and practice between the Company and the Union, maximizing employees to forty (40) hours on the basis of seniority.

Active employees means any employee at work or returning to work within thirty (30) calendar days of the implementation of a schedule shift bid.

An employee returning from Leave of Absence to active status, that did not participate in a schedule shift bid, will select a shift schedule consistent with their classification seniority, subject to Article 17.01(b), from those shift schedules that were available at the time of the most recent shift bid and the selected shift schedule shall be duplicated.

The Joint Scheduling Committee will, as part of their weekly review, ensure that the above percentages (%'s) are maintained and to determine how to best allocate the hours for employees, to ensure the maximization of hours

based upon seniority, in accordance with the Auxiliary Shift Schedule parameters outlined in Point 4 below.

3. Following the release of the arbitration award dated August 12, 2019, a period of transition will apply to recruit and hire new employee(s) in preparation for the first "FALL" Auxiliary Schedule Shift Bid. As new employee(s) complete SOF Training, including OJT requirements, they shall bid an Auxiliary Shift Schedule, in accordance with the provisions of this Memorandum of Agreement, Article 17.01, and as outlined in Point 6 of this document.

During the transition period, new employee(s) shall not be eligible to apply for new or vacant shift lines posted in accordance with Article 17.06 (1). Employee(s) holding Auxiliary Shift Schedules, shall be eligible to apply for all new or vacant shift lines posted in accordance with Article 17.06 (1), effective the commencement date of the "FALL" Auxiliary Schedule Shift Bid in 2020, unless otherwise mutually agreed between the Company and the Union.

4. Auxiliary shift schedules will be between sixteen (16) and thirty-two (32) hours each week and will consist of eight (8) hour shift(s), including a Saturday and Sunday, unless otherwise mutually agreed between the Company and the Union.

5. There shall be up to six (6) Auxiliary Schedule Shifts Bids each calendar year, two (2) of which will coincide with the "Summer" and "Fall/Winter" Schedule Shift Bid, specified in Article 17.01(n).

Any employee may elect to bid into an auxiliary shift schedule, each year, during the “Fall/Winter” Schedule Shift Bid, subject to the provisions of Article 17.01(b).

Employee(s) who bid an Auxiliary Schedule Shift are committing to do so until the bidding of the following year’s “Fall/Winter” Schedule Shift Bid, notwithstanding the employee’s right to obtain a vacant line posted in accordance with Article 17.06.

6. The Auxiliary Schedule Shift Bid(s) will occur at the discretion of the Company in consultation with the Joint Scheduling Committee. Only employees holding an auxiliary schedule shift in the “Fall/Winter” Schedule Shift Bid will participate in the additional Auxiliary Schedule Shift Bids. The provisions of Article 17.01 will apply in the development, selection and implementation of an Auxiliary Schedule Shift Bid. The minimum duration of an Auxiliary Schedule Shift Bid will be twenty-eight (28) days.

7. Employees who bid an Auxiliary Schedule Shift, will only be permitted to bid one (1) shift line at the time of the shift bid.

8. During the “Fall/Winter” Schedule Shift Bid, not less than eighty-five percent (85%) of the total weekly hours will be utilized in the push principle schedule provided for in Article 17.01, based upon the past application and practice between the Company and the Union, maximizing employees to forty (40) hours on the basis of seniority. Total weekly hours are equal to all hours utilized in the shift bid schedule(s), including “Auxiliary” schedules, all targeted weekly hours and the “buffered” hours, which may be utilized by the Company in the creation of a shift bid schedule. For clarity, total weekly hours, includes all billable and non-billable hours.

9. Shift lines with rest day patterns that include Saturday and Sunday off will be maximized within the main shift bid schedule(s) referenced in Article 17.01(n), as a result of the utilization of Auxiliary Schedule Shifts.

10. Any increase in scheduled hours worked by employee(s) resulting from Article(s) 17.06, 17.07, or 17.13, following a shift bid, will be included in determining an employee's entitlement and eligibility for COLA and VRSC. That is, part time employees who work a minimum of sixteen (16) hours but less than thirty (30) hours per week on average during any COLA/VRSC qualifying period shall be paid part time COLA/VRSC in respect of that COLA/VRSC qualifying period and part time employees who work thirty (30) hours or more during any COLA/VRSC qualifying period shall be paid full time COLA/VRSC in respect of that COLA/VRSC qualifying period.

11. Employee(s) who bid an Auxiliary Schedule Shift shall be entitled to all rights and benefits under the Collective Agreement or as otherwise specified in this Memorandum of Agreement, with one (1) exception from Article 17.13. Employee(s) who bid an Auxiliary Schedule Shift shall have the same shift give away and shift trade privileges as set out in Article 17.13, however, they shall not have the right to pick up shifts from other employees.

Any matters arising from the interpretation or application of this agreement will be discussed and mutually agreed between the Company and the Union.

This Agreement shall be reviewed by the parties on an annual basis, commencing September 1, 2020, and adjustments may be made to the administration of these

provisions. Should either party be of the opinion that this Agreement has caused that party, unforeseen material adverse consequences, that Party may refer the issue to Arbitration, pursuant to Article 7, for a determination of a fair and equitable resolution. The parties further agree that the next scheduled expedited arbitration dates will be utilized to hear the matter.

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

G4S Secure Solutions (Canada) Ltd.

(the "Employer" or "G4S")

AND:

International Association of Machinists and Aerospace Workers-
Transportation District 140, Lodge 114

(the "Union" or "IAM")

(Re Renewal Agreement)

ARBITRATOR:

Corinn Bell, Q.C.

COUNSEL:

William Anderson
for the Employer

Sean FitzPatrick
for the Union

HEARING:

June 26, 2019

PUBLISHED:

August 12, 2019

I. INTRODUCTION

In March 2019, the Employer, G4S Secure Solutions (Canada) Ltd. (the “Employer” or “G4S”) and the Union, the International Association of Machinists and Aerospace Workers Transportation District 140, Lodge 114 (the “Union” or “IAM”) appointed me as a mediator to assist them in their negotiations for the renewal of their Collective Agreement.

I met with the parties in mediation on April 11 and 12, 2019 in Richmond, BC. While some progress was made, at the end of the two days of mediation the parties remained deadlocked on a number of issues.

The parties then appointed me as an interest arbitrator pursuant to the following Mediation/Arbitration Agreement dated May 10, 2019:

BACKGROUND

- A. On February 13, 2012, the Union was certified to represent eleven (11) bargaining units consisting of all employees of the Company engaged in security screening at eleven (11) airports in British Columbia (the “Airports”).
- B. The Parties current Collective Agreements in respect of each of the Airports were effective from April 1, 2015 until March 31, 2018.
- C. On December 14, 2017, the Union served Notice to Bargain with respect to the renewal and amendment of the terms of the Collective Agreements at the Airports.
- D. The Parties met and commenced bargaining on or about February 27, 2018 and have continued those negotiations for more than fifty (50) days.
- E. On July 16, 2018, the Union served Notices of Dispute pursuant to the Canada Labour Code, Part I, Division V, Section 71.

- F. Notice of Appointment of a Conciliation Officer was delivered to the Parties on Tuesday, July 31, 2018.
- G. The Parties further confirm that they have reached an impasse in respect of their negotiations and require the assistance of a third party Mediator/Arbitrator.
- H. Accordingly, as permitted by section 79 of the *Canada Labour Code*, the Parties agree to refer all outstanding matters in relation to the formation of new Collective Agreements in respect of the Airports to a mediator/arbitrator for final binding determination as provided for herein.

THE PARTIES AGREE:

1. Corinn Bell is appointed as a mediator/arbitrator for the purpose of making a final and binding determination respecting the Collective Agreements at the Airports.
2. A mediation between the Parties will be conducted on Monday, June 24, 2019 commencing at 10 a.m. at which time the Parties shall endeavour in good faith to come to an agreement in respect of all outstanding issues related to the Collective Agreements.
3. Failing an agreement by the Parties in respect of the terms and conditions of the Collective Agreements, Arbitrator Bell will commence a hearing into and decide all outstanding issues between the Parties in a final and binding arbitration commencing on Wednesday, June 26, 2019 and issue an award confirming the terms and conditions of the Collective Agreements including all issues previously agreed upon by the Parties.
4. Alternatively, should the parties come to an agreement in respect of the terms and conditions of the Collective Agreements prior to or on June 26, 2019, (a "Settlement Agreement") the terms of which are subject to ratification by the members of the bargaining units at the Airports fail or refuse to ratify the Settlement Agreement reached by the Parties as contemplated herein, Arbitrator Bell will commence a hearing into and decide all outstanding issues between the Parties in a final and binding arbitration commencing as soon as possible following the bargaining unit(s) failure or refusal to ratify the Settlement Agreement.

5. Arbitrator Bell has, with any modification that the circumstances require, all the powers and duties of an arbitrator under sections 60 and 61 of the *Canada Labour Code*, as applicable.
6. The costs, fees, and expenses with respect to the arbitration proceedings shall be borne by the Parties in accordance with section 63 of the *Canada Labour Code*.
7. Within the time and in the manner that the arbitrator may specify, the Parties will submit to (sic) Arbitrator Bell:
 - i. a list of the matters on which the Parties were in agreement; and
 - ii. a list of the matters remaining in dispute.
8. Arbitrator Bell may meet and consult with the Parties during the proceedings at any time in an informal manner, either separately or together, as may be determined by her, and all such discussions will be inadmissible in any proceeding for any purpose.
9. The arbitration award of Arbitrator Bell (the "Award"), should such an Award be issued, shall be final and binding on the Parties.
10. Arbitrator Bell will retain jurisdiction to resolve any dispute over the implementation, interpretation and administration of her Award and may do so in a summary mediation/arbitration manner. The terms and conditions of her original appointment will continue to apply with respect to her retained jurisdiction.
11. The terms of any Settlement Agreement or the Award rendered by Arbitrator Bell shall not be incorporated into an order of the Canada Industrial Relations Board, nor shall the Settlement Agreement or Award be subject to reconsideration by the Board.

I met again with the parties on June 24, 2019 in a final attempt to mediate the Collective Agreement. An agreement was not reached. I convened a hearing on June 26, 2019 pursuant to the Mediation/Arbitration Agreement

(“Mediation/Arbitration Agreement”) and heard their final submissions on all outstanding matters.

II. BACKGROUND HISTORY AND CURRENT NEGOTIATIONS

A description of the business and the nature of the work is well set out in a prior interest arbitration decision between these parties. In *G4S Secure Solutions (Ltd) and International Association of Machinists and Aerospace Workers Transportation District 140, Local Lodge 16, (Re: Renewal of Collective Agreement)*, August 10, 2015 (the “Lanyon Award”), Arbitrator Lanyon describes the business as follows at paras. 6-11:

G4S is a security solution provider operating throughout Canada. It is headquartered in Mississauga Ontario but also retains regional offices throughout the country including British Columbia. It provides security services in different sectors of the economy, such as government, financial institutions, retailers and landlords.

The Canadian Air Transport Security Authority (CATSA) is a Crown Corporation created in 2002. It was established in direct response to the events of September 11, 2001. CATSA is responsible for all key aviation security services at airports across Canada. One of CATSA mandates is to oversee all screening contractors. G4S employs Screening Officers who are engaged in the screening of passengers, baggage, airport employees, non-passengers, vehicle and cargos at airports in Canada.

Prior to the creation of CATSA individual airlines were responsible for pre-board screening under the oversight of Transport Canada. However, beginning in 2002 CATSA took over pre-existing contracts with fifteen private sector firms to provide pre-screening services at 89 airports across Canada. CATSA’s oversight of screening services is carried out through its contracting with third party screening services.

In January 2011, CATSA issued a request for proposals (RFP), inviting private sector security contractors to bid on contracts to provide screening services at four consolidated Canadian airport regions. This was the first time that CATSA had decided

to award contracts on a regional basis. The four regions are: Pacific (British Columbia and the Yukon); Prairies (Alberta, Saskatchewan, Manitoba and Northwest Territories); Central (Ontario); and Eastern (Quebec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador and Nunavit).

On August 8, 2011, CATSA announced that G4S had been awarded the CATSA contract for twenty-one of the airports in the Pacific Region for the period November 1, 2001-March 31, 2017. There is an option to extend this contract up to an additional five years. G4S had inherited employees from prior service providers. These screening companies were certified to a number of different unions: IAM, Steelworkers, Teamsters and CLAC. In the transition, G4S, as the Employer, made offers of employment to all Screening Officers, pursuant to Section 47.3 of the *Canada Labour Code* ("Code"). The terms and conditions of remuneration of these Screening Officers continued with G4S following the commencement of its CATSA contract.

On February 13, 2012, the IAM was certified by the Canada Industrial Relations Board to represent G4S Screening Officers at eleven airports in British Columbia....

The Lanyon Award was not the first interest arbitration decision issued between these parties. The first round of bargaining between G4S and the IAM reached an impasse and all outstanding issues were referred to mediation/arbitration where an award was issued by Arbitrator Foley on August 16, 2012 (the "Foley Award"). The Lanyon Award was issued after the second round of bargaining between the parties. In the Lanyon Award, the two significant issues from the first round of bargaining, were described at para. 13 as follows:

During the course of this first collective agreement two significant issues emerged that have impacted this second round of collective bargaining. The first was the requirement that the Employer schedule all employees up to 40 hours a week ("Push Schedule"). This scheduling practice is unique to the Pacific Region. The Employer has argued that this requirement leaves it with limited flexibility in the scheduling of employees. The second issue is overtime. Employees in the

Pacific Region have the ability to earn overtime at 1.5, two (2) and three (3) times their base rate. Once again this in (sic) a unique provision limited to the Pacific Region. The Employer states that as a result of these overtime provision the costs for 2014 were \$1.162 million, which created an operating loss of \$1.5 million at YVR.

The second round of bargaining resulted in a Memorandum of Settlement that was ratified by the Screening Officers at ten (10) airports in the Province but was rejected by the Screening Officers at YVR (Vancouver). During the second round of bargaining, the Union tabled five new monetary demands after a collective bargaining Memorandum of Settlement was signed. The impasse ultimately ended up in Mediation/Arbitration pursuant to section 79 of the *Canada Labour Code*. The Lanyon Award concluded that the Memorandum of Settlement negotiated between the parties was to be given effect without any of the five changes sought by the YVR (Vancouver) bargaining unit.

Regarding the current issues in dispute, the parties' Collective Agreement expired on March 31, 2018. As indicated in the Mediation/Arbitration Agreement dated May 10, 2019, the parties commenced bargaining on or about February 27, 2018 and continued the negotiations for more than fifty (50) days. The parties met in bargaining for approximately sixteen months before confirming that they had reached an impasse and ultimately, the referral to this interest arbitration.

The issues remaining in dispute are as follows:

- | | |
|--------------------------------|-----------------------|
| 1) Article 17.03 | Breaks |
| 2) Article 17.06 | Filling Vacant Lines |
| 3) Article 17.07 | Overtime |
| 4) Article 17.13 | Shift Trade Give Away |
| 5) Article 21 | Benefits |
| 6) Article 27 | Term |
| 7) Article 29 and Appendix "A" | Rates of Pay and COLA |

- | | |
|---------------------|---------------|
| 8) MOA - Article 17 | Hours of Work |
| 9) New MOA | Break Relief |

At this point, it is fair to observe that wages and the Employer's desire for more flexibility in managing its operations are the most difficult issues separating the parties.

III. THE ROLE OF AN INTEREST ARBITRATOR

Before addressing the issues in dispute, I will briefly set out the role of an interest arbitrator in the context of collective bargaining. The principles of replication and gradualism/conservatism must be taken into account in the context of the negotiations between the parties and the history of the bargaining relationship: see, for example, *London Drugs Ltd.*, [1974] 1 Canadian L.R.B.R. 140 (Weiler). These guiding principles of an interest arbitrator have been considered in many decisions.

Arbitrator Lanyon described these principles of interest arbitrations, in the context of these parties, in the Lanyon Award at paras. 40-46:

In the standard or conventional interest arbitration the parties have settled a great number of issues, but there remains a number of outstanding items. These remaining items are usually monetary. The standard practice is to leave the negotiation of monetary issues to the final sessions of bargaining. When bargaining has reached an impasse, rather than proceed to a strike or lockout, the parties agree to go to interest arbitration. Indeed, many interest arbitrations are part of a statutory scheme that deal with essential services, such as Police and Firefighters. This is the case in respect to Screening Officers at airports who are also subject to essential service designations. Such employees are statutorily limited to what is known as a "controlled strike".

The statutory criteria that govern the interest arbitration of such employees incorporate or codify the existing interest arbitral principles; for example, the requirement to examine comparative settlements for other employees performing

similar work. The final award in such arbitrations incorporates the newly agreed to items, the terms imposed by the award, and the remaining provisions of the expired collective agreement.

The traditional principles of interest arbitration which cover the standard or conventional interest arbitration are well settled, whether they are applied in the context of statutory schemes or otherwise. The traditional factors are fourfold: first, replication; second, what is fair and reasonable; third, that interest arbitration is a conservative process; and fourth, the application of the parties own historical patterns of negotiated settlements. *Thompson Rivers University v. Thompson Rivers University Open Learning Faculty Association*, [2012] B.C.C.A.A.A. No. 71 (Hall); *Nelson (City) and Nelson Professional Firefighters Association*, [2010] B.C.C.A.A.A. No. 174 (McPhillips).

The first principle, and perhaps the guiding one, is replication. An interest arbitrator attempts to reproduce as closely as possible the result that the parties themselves would have reached had they settled the matter themselves.

The second principle, what is fair and reasonable, incorporates the principle of comparability. An arbitrator's award will fall within a reasonable range of comparators rather than impose a result that is at one end of the spectrum, notwithstanding one parties' ability to impose a term that is at the extreme end of the spectrum.

Third, interest arbitration is a conservative process. An award should not set bargaining trends, but rather follow them. An award should not provide breakthrough provisions.

Fourth, the parties' own past negotiated collective agreements should be given significant weight.

The guiding principle of replication was aptly set out in *Beacon Hill Lodges of Canada and Hospital Employees Union*, [1985] B.C.C.A.A.A. No. 270 by Arbitrator Hope at paras. 57 and 58 as follows:

Interest arbitrators appear unanimous in their view that a board of arbitration should attempt to replicate the results which would have occurred if the collective bargaining process had not been interrupted by arbitration. The authorities in that

regard were the subject of an extensive review in *Royal Arch Masonic Home and Employees Union, Local 180*, January 10, 1985, unreported....

Returning to the concept process of replication, it is essential to realize that a board of arbitration is not expected to embark upon a subjective or speculative process for divining what might have happened if collective bargaining had run its full course. Arbitrators are expected to achieve replication through an analysis of objective data from which conclusions are drawn with respect to the terms and conditions of employment prevailing in the relevant labour market for work similar to the work in issue.

Arbitrator Beck, in *Golden Dawn Senior Citizens Home v. Service Employees International Union, Local 210 (Wages Grievance)*, [2000] O.L.A.A. No. 5, outlined the replication principle analysis at paras. 10 and 11:

Finally, both sides argued the replication principle, which was succinctly summarized by Arbitrator Ready in his 1993 arbitration award involving the *56 Participating Nursing Homes and ONA*:

Interest arbitrators are required to replicate, to the extent possible, a collective agreement that the parties would have reached had they been left to their own devices to freely negotiate a collective agreement, including the use of economic sanctions by either party, in order to bring about a settlement.

The replication principle simply reduces to being aware of what the labour market realities are in the context of the particular industry, the time, the location, the general economic climate, and the maturity of the particular collective bargaining process. An interest award is not to reflect some arbitrator's idea of what a collective agreement should look like for that particular group. With that we agree. We also agree with Arbitrator Weiler's statement for the replication principle in *Building Service Employees', Local 204 and Peel Memorial Hospital* (1969) 20 L.A.C. 31 at p. 3:

Arbitrators should attempt to simulate the results which would be reached by hospitals and unions, with their relative economic and bargaining positions, who reached agreement under the sanction of a strike. The closest available evidence of such a standard would be a pattern of developments in other comparable hospitals in the community, especially those freely arrived at.

Finally, an ability to pay, which the Union submits was not argued by G4S in this case is a consideration in some cases: see, for example: *The Regional Municipality of Niagara and Canadian Union for Public Employees Local 1263*, (Interest Arbitration) October 12, 2012, unreported.

I now turn to the specific issues in dispute.

IV. ITEMS IN DISPUTE

I start by observing that executing my role as interest arbitrator in the present case will be challenging, mainly because of the parties' lack of success during the direct negotiations, conciliation and in mediation.

Nonetheless, I am required to award a Collective Agreement based on the factors which normally guide the collective bargaining process, such as internal and external comparators; collective agreements in the same or similar industries where similar work is performed; relevant cost of living index; current settlements in the industry, (in particular freely negotiated settlements); and any other factor that is deemed relevant and appropriate in the circumstances of a particular dispute.

I will deal with the issues in the order found in the Collective Agreement, as outlined above.

1) Article 17.03 Breaks

The Union proposes to change the length of break times in Article 17.03 from 15 to 20 minutes and from 30 to 35 minutes to reflect a longstanding practice of allowing an extra five (5) minutes of breaks in British Columbia for Class 1 and Class 2 airports. In the alternative, the Union proposes implementing a Memorandum of Understanding to codify the existing practice.

The Employer disputes the Union's characterization of the longstanding practice and argues that the breaks in the airports are fifteen (15) minutes but clarifies that it does not discipline employees for coming late off breaks at certain airports, for a variety of reasons. Further, the Employer argues that G4S bills its client, CATSA, for service hours and such service hours cannot be given away unilaterally. Finally, the Employer argues that the Union's proposal is a significant monetary item.

With respect to the proposal raised by the Union, it is my understanding that, at present, and during the terms of the preceding Collective Agreements, there is an acceptable and well established system in place at the work place which provides for flexibility for employee breaks in certain airports in British Columbia.

I heard no evidence that the long standing current practice, which balances the needs of bargaining unit members to have a proper break in certain airports with the needs of the operation and the realities of providing the service hours to CATSA, does not work. Based on the submissions I have heard, as well as my understanding of the practice and past practice, I see no compelling reason to disturb the current practice. I therefore decline to award the Union's proposal on this issue.

2) Article 17.06 Filling Vacant Lines

The Employer seeks to make two changes to Article 17.06 arguing that such changes are required for operational reasons. The Employer's two proposed changes are:

- (i) Add a reference to "operationally required" as a condition for being required to post a vacant line
- (ii) Increase the length of time that it is not required to post and fill a vacant line in the Region from 30 to 60 days.

In the arbitration hearing, the Union agreed to the proposed change from 30 to 60 days in the Region. As such, that change from 30 to 60 days in the Region shall be implemented.

The Union opposes including "operationally required" into the definition of "Vacant Lines" indicating that there is a mechanism already expressly identified in the Collective Agreement for addressing operational issues.

I agree with the Union that there is a mechanism through the Joint Scheduling Committee to address operational concerns. As such, the current definition of "Vacant Lines" in Article 17.06 of the Collective Agreement remains unchanged.

3) Article 17.07 Overtime

The Employer proposes changes to the same day overtime language in Article 17.07 that were rejected by the Union. The Employer argues that the language change is required for practical and economic reasons. The Employer argues that the proposed change to the language is typical in comparable collective agreements. The Union argues that the changes are significant and

constitute substantive changes to the way that same day overtime is offered by G4S.

The Employer's proposal includes moving from a "sign up book" to an electronic system. The Union was not opposed to the concept of changing from a manual system to an electronic sign up system for overtime but notes that the Employer has not shared any information with the Union about such an electronic system.

The more substantive changes were the Employer's proposals to replace the same day overtime process in the Collective Agreement. The Employer proposes the following language to replace the current same day overtime language in Article 17.07:

This is the order to be called in for Same Day Overtime based on seniority:

- i) Solicit all available employees on shift, at the time of overtime requirement;
- ii) The overtime needed will be awarded to qualified volunteers on shift, based on seniority;
- iii) Where there are insufficient qualified volunteers on shift pursuant to (i) above qualified employees on shift will be assigned to work the overtime in reverse order of seniority, in accordance with Article 17.07(f).

The Union argues that there is no demonstrated need for changes to the same day overtime language and that the proposal is ambiguous and could result in forcing an on shift employee to work a complete second shift instead of calling in an employee on a regular day off. As such, the Union opposes the proposed changes to the language.

In applying the guiding principles of interest arbitration, I am not persuaded that a change to this language is warranted here. I encourage the

parties to discuss the electronic system for overtime in the context of the current language.

4) Article 17.13 Shift Trade/ Shift Give Away Policy

The Union proposes amending the shift trade/shift give away policy to reduce the notice requirement for employees from 72 to 48 hours' notice. The Union makes this proposal in order to provide employees with more flexibility to respond to "unexpected situations and/or personal matters that conflict with their shift schedule".

G4S submits that approximately 600 shift trade/shift give away requests are submitted at YVR (Vancouver) each week and that the Union's proposal has a significant impact scheduling and imposes a heavy administrative burden on the operations.

The Union also proposes language to 17.13(d) to clarify that once a shift trade/shift give away has been submitted and accepted by the Employer, the employee who accepted the shift then owns the shift. The Employer asks that Article 17.13 remain as currently worded.

Given the number of shift trade/shift give away requests that are submitted and the timeframe in which the requests are currently managed, I am not inclined to make any changes to the language in Article 17.13 in this arbitration process.

5) Article 21 Benefits

(i) The Employer's Article 21 Proposal

G4S submits that it has seen a 15% increase in the cost of providing health and dental benefits for each employee from 2016-2109. No evidence was presented to validate this claim.

Currently, the employees at G4S do not incur any cost related to the benefit coverage. I note that this was an issue included in the Foley Award. The Employer proposes the following language to be included in the Article 21 of the Collective Agreement:

- Generic substitution for drug claims is mandatory, effective September 1, 2019.
- The Health & Welfare plan does not include dispensing fees for prescription drugs which shall be paid for by the plan member.
- An annual deductible of \$500 (Family coverage) and \$250 (Single Coverage) will be applied towards any eligible Extended Health Benefits, Vision Care, drug claim(s) or dental claim(s) each calendar year. Not more than \$500 for Family coverage and \$250 Single Coverage will be applied against the combined expenses of the member and if applicable the members' dependents during any one calendar year. The deductible does not apply to ambulance and hospital charges incurred in Canada.

The Union opposes all three of the above proposals, noting that it would be a substantial cost for employees who accessed such benefits. The Union argues that the above changes amount to more than the Employer's proposed wage increase.

I agree that requiring employees to pay dispensing fees and an annual deductible is a monetary item that was sought at the bargaining table and was strenuously rejected by the Union. I do not find it appropriate to award such significant changes to the benefit plan in this context. The language respecting generic substitution is not an onerous requirement of employees and could result

in meaningful cost savings for the Employer. As such, the following shall be included in Article 21.03(b):

- Generic substitution for drug claims is mandatory, effective January 1, 2020, unless a drug is otherwise prescribed by an employee's medical professional.

(ii) The Union's Article 21.03(b) Proposal

The Union proposes that language be added to this provision to provide that employees over 70 years of age will receive the same benefits as other employees. The Union argues that this proposal will bring the Collective Agreement into compliance with human rights legislation in light of *Talos v. Grand Erie District School Board*, 2018 HRTO 680 (CanLII).

The Employer argues that *Talos, supra* is a decision from the Human Rights Tribunal in Ontario respecting a school teacher and it is not a federal case. Further, G4S disputes that the current language is not in compliance with applicable human rights legislation.

The Union's proposal is a monetary proposal, although the costs of providing such benefits were not entered into evidence by the IAM or G4S. In order that the health and dental benefits currently provided be extended to employees over the age of 70. With respect to the human rights concerns raised by the Union, there was simply not enough evidence in this interest arbitration to make a determination whether the current benefit plan violates any applicable human rights legislation.

6) Article 27 Term

In bargaining, the parties did not agree to the term of the Collective Agreement. The Employer sought a four (4) year term and the Union sought a three (3) year term. The parties agreed during the interest arbitration on June

27, 2019 that the term of this Collective Agreement will be three (3) years commencing April 1, 2018.

The effective date for the implementation of the application of any matters agreed to by the parties, or any matters determined by this Award, shall be from the date of this decision, unless otherwise expressly specified.

7) Appendix “A” and Article 29 Rates of Pay and COLA

In bargaining, the wage rates and MOA - Article 17 were intricately linked together. The Union asserted that its position in bargaining was that the wage rates had to be higher than the Toronto rates in order to remove the current MOA - Article 17 language and sign off on the tentatively agreed Auxiliary Shift Schedules language. The Employer asserted that it would agree to the wage increases negotiated in Toronto, but not more, in exchange for the Auxiliary Shift Schedules language tentatively agreed to in bargaining. The parties could not break this impasse.

The Employer submits that failing the above trade-off of Toronto wages for Auxiliary Shift Schedules language, the wage increase negotiated between Garda Security and the General Teamsters, Local Union No.362 at YEG (Edmonton), as well as the Collective Agreement wage increases negotiated for Screeners at airports in Canada, are appropriate comparable collective agreements. G4S asserts that the appropriate wage increases for the term of this agreement are the increases which the parties freely negotiated in the YEG (Edmonton) agreement for the same work as that which the members of this bargaining unit perform. The Employer acknowledges that the Edmonton airport is smaller than the Vancouver airport, but notes that the Vancouver airport is also smaller than the Toronto airport. Finally, the Employer notes that the projected consumer price index for the next two years is lower for British Columbia than for Toronto and cautions considering at the Consumer Price Index in isolation.

Hence, the Employer proposes: 1.50% (April 1, 2018 – 1st year); 1.75% (April 1, 2019 - 2nd year); and 1.75% (April 1, 2020 - 3rd year). The Employer asks that if any retroactive pay is provided, it is made in respect of only those employees currently employed as of the date of this Award. The Employer proposes that no signing bonus is warranted, as the Union did not negotiate an agreement for its members to ratify.

The Union, on the other hand, has consistently and in the strongest possible terms, asserted that the bargaining unit ought to receive higher than the wage formula that was negotiated in Toronto. The freely negotiated increases for screeners at YYZ (Toronto) are: 2.25% in the 1st year; 2.25% in the second year; and 2.50% in the third year. The Union proposes that the screeners in British Columbia receive higher wage increases than Toronto based on the higher rate of inflation in British Columbia than in Toronto at present (and in the previous two years) as well as comparing the recently negotiated wage increases in other collective agreements at the airports for non-screeners.

The IAM proposes wage increases as follows: 3.0% fully retroactive (April 1, 2018 – 1st year), 3.0% (April 1, 2019 - 2nd year), 3.0% (April 1, 2020 - 3rd year). The IAM also proposes a lump sum payment of \$1,500.00 based on the fact that the Toronto collective agreement settlement provided for a signing bonus of \$2,000 for full time employees, inclusive of an approximate \$500 retroactive pay sum.

The Union proposes that the COLA for Vancouver employees be increased by 0.5% (from 7.5% to 8.0%). The Union made this proposal in conjunction with a brand new MOA – Article 17 proposal that was tabled in mediation on June 24, 2019, discussed below. The Employer noted that it had not yet received any written proposal on a COLA or any rationale for providing a COLA increase prior to interest arbitration and rejects this proposal.

In applying the generally accepted principles applicable to interest arbitration when crafting a collective agreement, i.e., internal comparators, external comparators, work of a similar or same nature, cost of living index and conditions negotiated by the same or similar parties for the same work. I have concluded, after considering all of the factors outlined above, along with the submissions of the parties, that the wage increases in Toronto shall form the basis for the wage increases in the renewed Collective Agreement. These wage increases come into effect as of the pay period following the date of this Award. The basic wage rate of 2.25% for April 1, 2018 is included in this Award for identification in the Collective Agreement for the purposes of the wage grid, but as indicated below, any and all retroactive pay owing to active employees for 2018 will be captured by the global lump sum payment.

A global lump sum payment, which includes all retroactive pay up to the pay period following the date of this Award, of \$2,500.00 shall be paid to all active employees within thirty (30) calendar days from August 12, 2019. These lump sum payments are paid to employees who are still employed by the Employer as of the date of this Award. Article 29 remains unchanged.

Accordingly, the language to be included in the Collective Agreement is:

A lump sum payment of \$2,500.00 for employees will be paid to all active employees within thirty (30) calendar days of August 12, 2019. For those employees on probation, the foregoing lump sum will be paid within thirty (30) calendar days of their successful completion of probation.

All basic wage rates will be increased as follows:

April 1, 2018 (included for identification purposes)	2.25%
As of the pay period following the date of this Award	2.25%
Effective April 1, 2020	2.50%

8) MOA – Article 17 Auxiliary Shift Schedules and the Proposed Revised Language to the Current MOA – Article 17

I turn now to the issue the Employer proposed for operational flexibility. As outlined in the Lanyon Award, the issue of flexibility and overtime has been a contentious issue at the bargaining table. The Employer once again proposed language during this round of bargaining to address its concerns.

I take notice that in direct negotiations, the parties did turn their minds to these matters in a meaningful way. To that end, they spent a total of approximately 15 days and reached a tentative agreement on the issue of Auxiliary Shift Schedules, subject to reaching overall agreement. It was clear that the parties reached a very comprehensive re-write the Memorandum of Agreement (Article 17 – Hours of Work). The Union was also clear that the monetary items “had to be right” in order for the bargaining committee to sign off on the Auxiliary Shift Schedules language.

After careful consideration, I am not persuaded that, after spending approximately 15 days to reach a tentative agreement on these important matters, that the language just disappears because the parties failed to agree on wages. Bluntly put, that is not how collective bargaining works.

Collective bargaining is a fluid process which allows the parties to explore different ways and means to reach mutual objectives. The present dispute is no exception to that general principle.

After reviewing the parties’ submissions, I am persuaded that the efforts made by both parties in reaching the tentative agreement on the Auxiliary Shift Schedules are a clear indication of their intent to have these matters form part of a renewed Collective Agreement. Although the Union argues that implementing the tentatively agreed upon language would fly in the face of the conservative approach required of interest arbitrators, I am of the view that the language was negotiated over a significant timeframe with due care and attention

to the operational requirements of G4S and the legitimate concerns of the members in the bargaining unit. In this current round of bargaining, the parties clearly indicated a willingness to address the need for management flexibility through auxiliary shift schedules and had reached a tentative agreement on same. This was clearly a concept that the Union bargaining committee believed would work, as tailored to the YVR (Vancouver) operations. This language could not be better replicated by any arbitrator, given the time and effort that the parties put into negotiating this language during bargaining.

Further, I am assisted by the fact that the IAM has negotiated flexible terms at the Toronto operation through part time/casual employees: see Article 27 of the Collective Agreement between Garda Security Screening Inc. and International Association of Machinists and Aerospace Workers. In Vancouver, these parties took a different approach, as the concept of part time members was rejected by the Union in previous rounds of collective bargaining. Instead, as stated above, the parties spent considerable time in this round of bargaining negotiating terms and conditions that provide flexibility in managing the work force through auxiliary shift schedule language.

The Union put forward revised language to the current Memorandum of Agreement – Article 17 during mediation on June 24, 2019. The Union argues that the revised language addresses the concerns raised by G4S but is an incremental change to the existing Memorandum of Agreement – Article 17. The Union argues that this newly proposed language is more in line with the principle of conservatism described in the case law than the tentatively agreed to Auxiliary Shift Schedules language. G4S rejected that new Memorandum of Agreement – Article 17 proposal outright. The parties' did not exchange proposals or bargain alternative language on June 24, 2019. At the hearing, the Employer argued that the Union's newly introduced proposal was not responsive to its needs and would not assist the operation, unlike the language that was tentatively agreed to by the parties in collective bargaining.

For the above reasons, I award the language the parties tentatively negotiated during the course of direct collective bargaining. The tentative Memorandum of Agreement Article 17 – Auxiliary Shift Schedules shall replace the current Memorandum of Agreement Article 17.

9) New MOA Break Relief

The Union proposed new Break Relief language for the first time on June 26, 2019 respecting the issue of washroom breaks. The issue had not been bargained during the previous sixteen (16) months. The Employer opposed the proposal concept (exact language was not proposed), submitting that the issue of washroom breaks does not require language in the Collective Agreement.

Given no bargaining took place on this issue and it is a matter that can be addressed at an operational level until the next round of bargaining, I decline to award language respecting washroom breaks into this agreement.

V. HOUSEKEEPING – ITEMS PREVIOUSLY AGREED

All items previously agreed between the parties either in direct negotiations or in the mediation process shall form part of this award and be incorporated into the renewed Collective Agreement and are attached hereto as Appendix A.

I shall retain the necessary jurisdiction as an arbitrator to resolve any matters arising out of the implementation of this award.

It is so awarded.

DATED at Kamloops, British Columbia this 12th day of August, 2019.



CORINN M. BELL, Q.C.