

# COLLECTIVE AGREEMENT

*Between:*

**G4S Secure Solutions (Canada) Ltd.**

*("G4S" or the "Company")*

-and-

**International Association of Machinists and Aerospace Workers,  
Transportation District 140 (Lodge 16)**

*(the "IAM" or the "Union")*

**TERM OF AGREEMENT**

**NOVEMBER 1, 2011 - MARCH 31, 2015**

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## **ARTICLE 1 – PURPOSE**

- 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.
- 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.

**Full-Time and Part-Time Employees**

- 2.09** A full-time employee is an employee who holds a position on a continuous, scheduled basis and is scheduled for more than 30 hours per week.

A part-time employee is an employee who holds a position on a continuous scheduled basis and works between 4 and 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 (10<sup>th</sup>) 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, layoff, 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 two (2) hours per training/orientation class or as needed.

**5.02** The Members of the Negotiating, Grievance, Health and 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/she 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 Company 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 three (3) 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.

**5.07 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, as outlined in Article 5.05, or as otherwise mutually agreed, without loss of wages to the Chief Shop Steward. At a site level the parties may mutually agree to temporarily modify the schedule of the Chief Shop Steward for this purpose.

**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, or a person or persons designated by him/her to handle such matters at Step Two. The Operations 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, or his/her designate, may be accompanied by the Human Resources Manager 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, 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 the 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, who has acquired seniority, believes that he/she 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 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.
- 6.14** If an employee is dismissed, such dismissal will take effect immediately upon the employee receiving notice thereof.

## **ARTICLE 7 – ARBITRATION**

**7.01** 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 arbitration by Notice in Writing by one party to the other 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:

- John Hall
- Ron Keras
- Wayne Moore
- Vince Ready
- Chris Sullivan
- Colin Taylor

**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 involving 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.

## **ARTICLE 8 – NO STRIKE – NO LOCKOUT**

- 8.01** In view of the orderly procedure herein set forth for settling differences and grievances, 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, 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 (d) 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 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 Supervisor unless he/she gives a reason satisfactorily to the Supervisor for his/her failure to so notify the Company; or,
- (d) is laid off for a period in excess of twelve (12) 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.)

**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 June 30th 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.

**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 ninety (90) 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.

#### **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 lay-off. 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 seniority. The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven, the Company will train the most senior person to perform the work required.

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 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 seniority after the date of lay-off and remain on the seniority list for recall for a maximum of twelve (12) 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) days to an employee provided that:
- (a) the employee gives notice in writing to the Management of his request for a Leave of Absence at least thirty (30) days prior to the proposed commencement of the Leave of Absence (except in the case of emergency); and,
  - (b) in the judgment of the Company, 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** The Company shall notify in writing both the applicant and the Union of its decision within fourteen (14) days after the request was made by the employee to the Company.

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

- (a) Up to eight percent (8%) of the work force will be eligible to be on Leave of Absence at any given time.
- (b) Requests must be made in accordance with Article 13.01 (a).
- (c) Leaves of Absence shall be granted on the basis of seniority.
- (d) When returning from a 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 will be reserved for the day of the funeral. 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" 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 an 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 may elect to be paid for the balance of his/her shift, in accordance with 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 grandfather and the grandmother of the employee;
- (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 employee and the spouse or common-law partner of the father or mother;
- (h) the brother and sister of the employee or the brother and sister of the spouse or common-law partner of an employee; and,

## **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, 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 within District Lodge 140 of the Union as 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 Canada Labour Code.
- (d) One day off with pay during birth of 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 an 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 preferences will be based upon the employee's classification seniority.
- (c) Shift preference will be bid based upon an employee's seniority and qualifications (HBS/PBS) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Split shifts shall only be utilized at class other sites, where the operational requirements warrant.
- (h) 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.
- (i) The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company.
- (j) 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.
- (k) The Company will post shift awards seven (7) calendar days prior to the schedule's effective date, per Article 17.05.
- (l) New Shift schedules will be implemented at the commencement of the work week in accordance with Article 17.02.

- (m) 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.

**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. 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 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.
- (d) Employees who work ten (10) hours in a day will be entitled to one (1) thirty (30) minute paid lunch 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.
- (e) Employees who work twelve (12) hours in a day will be entitled to one (1) thirty (30) minute paid lunch 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.

**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. The Company however, may change posted work schedules due to airline, airport or CATSA requirements, in which case the Company will meet with the Union Shift Bid Committee to demonstrate that the changes are necessary in accordance with the above reasoning. In the event that a change is required, the employee shall be provided with at least forty-eight (48) hours' notice before such change. The Company will make every reasonable effort to avoid adjusting employees

bid shift start and/or stop time. The Company agrees to accomplish the schedule change on a voluntary basis in seniority order. If there are insufficient volunteers, the principles of reverse order seniority will apply in the adjustment of shift schedules. Schedule adjustments that result in an increase in available hours per week will be posted for seventy-two (72) hours and awarded on the basis of classification seniority.

Vacant shift lines, whether for the balance of the shift schedule or temporary in nature, will be posted for seven (7) calendar days and awarded on the basis of classification seniority.

Employee requests for shift modifications must be detailed in writing and provided to the Joint Scheduling Committee for consideration. The committee will meet weekly or as otherwise required.

### **OVERTIME**

**17.06** 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 will only receive the overtime rate once he 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) 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.
- (e) 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.
- (f) Should an employee be by-passed 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.
- (g) 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 a Regular Scheduled Day Off in the sign-up book.
- (iii) Employees on shift.
- (iv) Seniority List.

### **Next Day Overtime**

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.
- (h) Employees will be paid for any hours spent in training, testing and certification, which hours may qualify for overtime pay pursuant to Article 17.06(a).

**17.07** Full-time 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.

**17.08** 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.

**17.09** 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.

**17.10** 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.

**17.11** 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.

#### **17.12 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 for 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 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 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, eg. 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:

<b>YEARS OF SERVICE AT DECEMBER 31ST</b>	<b>VACATION ENTITLEMENT</b>	<b>VACATION PAY</b>
Completion of 1 year, but less than 4 years	2 Weeks	4%
Completion of 4 years, but less than 7 years	3 Weeks	6%
Completion of 7 years, but less than 14 years	6 Weeks	8%
Completion of 14 years	7 Weeks	14%

Note: In Vancouver, a Permanent Point Lead who has completed thirteen (13) years of service prior to March 31, 2011, shall receive seven (7) weeks’ vacation with pay equivalent to fourteen percent (14%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company, in accordance with Arbitrator Browns' decision of June 1, 2009.

**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 a minimum of two (2) weeks of their entitlement, 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 each selection round. These subsequent preferences will continue to be awarded in order of classification seniority.

**Note:** Refer to Letter of Agreement #3 regarding vacation selection process

**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 clause 17.07 shall apply.

- 19.06** If any of the above Statutory Holidays are observed by the Company while an employee is on 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 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 through Epost 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 within three (3) business days (exclusive of Saturdays, Sundays and Statutory Holidays) of the error being brought to the attention of the Company.

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.

## **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 coffeepots, for employees' 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) 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 its own expense, complete properly fitting uniforms. The minimum Company issued airside uniform shall be as follows:

**Airside and Hold Baggage Screening (HBS)**

- Industrial work gloves
- Hearing Protectors
- Coveralls, and any other apparel deemed appropriate by HRSDC
- Parkas for airside and screening at gates
- Steel toed boots as required
- Safety Vests as required

The uniform remains 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.

**21.03 Sick Leave**

- (a) Effective November 1, 2011 all employees will accrue paid sick leave entitlement at seven (7) days per calendar year, with an additional sick day earned each year on April 1st until eight (8) sick days have been reached. 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 December 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 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 eligible 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.

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**

Effective April 1, 2013, the Company shall make payments to the IAMAW 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 and COLA.
- (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 IAMAW Multi-Employer Pension Fund.
- (d) The Pension Fund shall conform with the requirements of the Pension Benefits Standard 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 manner as determined by the Union.

Note: The existing RRSP contribution plan will continue until the IAMAW pension plan is in place.

#### **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 the either the Company or Union will be dated and signed. The Union Bulletin Boards will measure not less than 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 addressed as follows:

**To the Company:**

G4S Secure Solutions (Canada) Ltd.  
5200 Miller Road  
Unit 117  
Richmond, British Columbia V7B 1K5

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

Telephone: (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 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, 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.

### **Complaint Procedure**

**24.02** Any complaint involving allegations of discrimination or harassment, as defined in Article 24.01 may be reported in confidence directly to the on-site Manager and the Bargaining Agent. The complainant will fill out the harassment complaint form. 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 Company and the Bargaining Agent 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 investigate and take actions it considers appropriate to resolve the complaint. 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.

**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.

### **Right of an Arbitrator**

**24.05**

- (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

### **Transfer of Harasser**

**24.06** 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 the Canada Labour Code Part II, whether it be heat or cold, the Company will provide the necessary equipment to make the workplace bearable to work in.

**25.03** The Union will co-operate to promote the adherence to the appropriate federal regulations, 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(s) 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 the Secretary shall be a worker and vice versa.

**25.05** The work place Health and Safety Committee will:

- consider and expeditiously dispose of health and safety complaints;

- participate in the implementation and monitoring of programs for the prevention of work place hazards;
- participate in the development, implementation and monitoring of programs to prevent work place 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 employer in investigating and assessing the exposure of employees to hazardous substances;
- inspect each month all or part of the work place, so that every part of the work place is inspected at least once a 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

### **ARTICLE 26 – JOB POSTINGS**

**26.01** The Company and the Union agree that promotions and transfers to higher paid jobs or to 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** All Bargaining Unit full-time positions will be offered to part-time employees in order of seniority.

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 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 November 1, 2011 and shall remain in effect until March 31, 2015.

- 27.02** Either party, during four (4) months prior to the expiry of the Agreement, shall give notice in writing to the other part of its desire to commence negotiations for the renewal of the Agreement.

## **ARTICLE 28 – VRSC (VOLUME, RISK, STRESS AND CONSEQUENCES)**

A five percent (5%) monthly bonus payment addressing Volume, Risk, Stress, and Consequences (“VRSC”) will be provided to full-time employees at the following three (3) airports (the “VRSC Airports”):

- 1) Vancouver

- 2) Victoria
- 3) Kelowna

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 five percent (5%). 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 to a maximum of thirty (30) hours per week will receive 60% of the Monthly VRSC Payment.

#### **ARTICLE 29 – COLA (COST OF LIVING ADJUSTMENT)**

A Cost of Living Adjustment (“COLA”) monthly payment will be provided to full-time employees at the following six (6) 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) | Fort St. John | 1.5% |
| 6) | Penticton     | 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 or 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 to a maximum of thirty (30) hours per week will receive 60% of the Monthly COLA Payment applicable at that airport.

**SIGNING PAGE**

Agreed to at Vancouver, British Columbia on the 20<sup>th</sup> day of August, 2012.

For G4S Secure Solutions (Canada)  
Ltd.

For the International Association of  
Machinists and Aerospace Workers,  
Transportation District 140 (Lodge 16)

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Pamela MacLellan

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Tania Canniff

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Lorenzo Rosa

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Keith Aiken

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Sandi Pawar

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Scott Milburn

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Tom Andersson

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James Reed

---

Derek Rose

---

Rick Singh

---

Chris Thompson

**APPENDIX "A"  
- RATES OF PAY**

**RATES OF PAY**

<b>IMPLEMENTATION DATE</b>	<b>LEVEL</b>	<b>CURRENT</b>	<b>OCT 1, 2012 1.5%</b>	<b>APR 1, 2013 2.0%</b>	<b>APR 1, 2014 2.5%</b>
<b>JOB TITLE(S)</b>					
<b>SCREENING OFFICER</b>	<b>F1</b>	<b>15.57</b>	<b>15.80</b>	<b>16.12</b>	<b>16.52</b>
	<b>3.1</b>	<b>17.70</b>	<b>17.97</b>	<b>18.32</b>	<b>18.78</b>
	<b>3.2</b>	<b>18.07</b>	<b>18.34</b>	<b>18.71</b>	<b>19.18</b>
	<b>3.3</b>	<b>18.44</b>	<b>18.72</b>	<b>19.09</b>	<b>19.57</b>
	<b>3.4</b>	<b>18.81</b>	<b>19.09</b>	<b>19.47</b>	<b>19.96</b>
<b>POINT LEAD</b>	<b>PL</b>	<b>21.16</b>	<b>21.48</b>	<b>21.91</b>	<b>22.46</b>

- \*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.

**CLASS OTHER AIRPORT ISSUES**

- Base Administrators will receive \$1.50, as an adjustment to the employees' base rate, per hour for each hour worked on a bi-weekly basis.
- Employees working split shifts will receive an allowance equal to one (1) hour's pay provided they report for both parts of the shift.



## **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 (e.g. 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 or 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 or she is working.

#### **METHOD OF SELECTION - ALL OTHER SITES**

- In the event the scheduled Point Leader is absent ie. 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 #1**

### **EXPEDITED ARBITRATION**

The parties recognize that it is in the best interests of the employees, the Union and the Company, to resolve grievances and/or complaints at the lowest possible level and in an expedited manner.

Accordingly, this Letter of Agreement is entered into, to capture the intent of the parties to enter into discussions during the term of the current Agreement with a goal to introduce a framework for mutually agreeable expedited arbitration procedure.

The parties further agree to participate in the Supervisor - Steward Joint Training Program, Preventive Mediation Program offered through Federal Mediation and Conciliation Service (FMCS).

August 20, 2012

## **LETTER OF AGREEMENT #2**

### **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 #3**

### **VACATION SELECTION**

Within sixty (60) days, the Company and the Union will meet to jointly develop a process which provides for appropriate vacation ratios and equitable opportunities based on seniority, timing of vacation selection, timing of vacation payments, allocation of prime vacation time and vacation block selection.

If the Company and the Union are unable to reach a satisfactory conclusion in this matter by November 30, 2012, it will be immediately referred to arbitration pursuant to Article 7.01.

August 20, 2012

## **LETTER OF AGREEMENT #4**

### **ARTICLE 12 TRANSFERS**

The parties recognize that it may be in the best interests of the employees, the Union and the Company, to further define and/or amend the process for the voluntary transfer of employees within the Company's Region (operational) for CATSA regulated sites.

Accordingly, this Letter of Agreement is entered into to capture the intent of the parties to enter into discussions during the Term of the current Agreement with a goal to introduce a framework for a mutually agreeable transfer process.

August 20, 2012