

# APPENDIX A

## List of Agreed Proposals – Final

### **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.~~) Allied Universal Security Services 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.)

### **ARTICLE 5 - UNION REPRESENTATION**

NEW

**5.01 (e)** In all locations a Joint Scheduling Committee, comprised of the Chief Shop Steward, and a maximum of two (2) representatives at Class 1 and 2 Sites and a maximum of one (1) representative at Class Other Sites, as designated by the Union, will meet with the Company pursuant to Article 5.05, to develop shift schedules, conduct shift bids, and meet with the Company for the purposes outlined in Article 17, during their regularly scheduled shifts and without loss of time. At a site level the parties may mutually agree to modify the schedules of the Joint Scheduling Committee participants for this purpose, such agreement will not be unreasonably withheld by the Company.

Re-Letter existing (e) to new (f).

### **ARTICLE 7 – ARBITRATION**

**7.01** (a) In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been

satisfactorily settled under the provisions of Article 6, the matter may then be referred to expedited arbitration by mutual agreement in accordance with Article 7.01(b) and Article 7.08, or alternatively to single arbitration as follows:

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

- Corinn Bell
- James Dorsey
- ~~(Stan Lanyon)~~
- Julie Nichols
- Vince Ready
- Ken Saunders
- Chris Sullivan
- Colin Taylor

**7.08** (b) The expedited arbitrators shall be:

- i. ~~(Stan Lanyon)~~ Corinn Bell
- ii. Julie Nichols
- iii. Vince Ready
- iv. Chris Sullivan

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

**7.08** (j) All grievance presentations are to be short and concise with:

- iv. Parties endeavoring to conclude cases within ~~(one (1) business day)~~  
four (4) hours.

## **ARTICLE 11 - REDUCTION IN FORCE**

**11.04** Recall shall be by personal interview (in person or by phone) with the Company, and a representative designated by the Union, who may attend at their

discretion. Notice of personal interviews will be provided to the Union as soon as possible, and the list of employees being recalled will be provided to the Union at least twenty-four (24) hours prior to any personal interviews occurring. Personal interviews will be scheduled at a mutually agreed time, however the Company may proceed with the personal interview without a Union representative, if no response is received within twenty-four (24) hours after notice was given to the Union. A letter of recall will be issued by email immediately following the personal interview, with a copy provided to the Union. The Union will be included in any email communication with the recalled employee. If there is no acknowledgement or confirmation of acceptance from the recalled employee within twenty-four (24) hours of the personal interview or email being sent, a Letter of Recall will be sent to the employee by courier (with tracking) to the address last filed by the employee with the Company. Employees must keep the Company informed of any change of address by completing an Employee Information Change Form, and submitting it to human resources by email. All correspondence related to recall shall be deemed received three (3) business days following the date of the recall letter being couriered.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

**14.01** An employee is entitled to up to ten (10) days of bereavement leave in the event of an immediate family member's death, to be taken in one (1) or two (2) periods, at any time starting the day following the death and ending six (6) weeks after the funeral, burial or memorial service. ~~An Employees who (has) have been employed by the Company for) three (3) consecutive months will be granted (a Leave of Absence,) the first three (3) working days off with pay. (during the four (4) days immediately following the day of death of a member of his/her Immediate Family. However, one (1) day may be reserved for the day of the funeral, if requested by the employee. If one (1) or more of the Leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his/her regular basic hourly rate.)~~ "Immediate Family" is as defined below.

An additional one (1) working 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;

- 1 (c) the father and mother of the spouse or common-law partner of the employee  
2 and the spouse or common-law partner of the father or mother;  
3 (d) the employee's children and the children of the employee's spouse or  
4 common-law partner;  
5 (e) the brother and sister of the employee.  
6

7 If the employee is notified of a death in his/her Immediate Family while working,  
8 he/she shall be relieved from duty, upon the request of the employee. The  
9 employee will be paid for the balance of his/her shift, in addition to the provision  
10 entitlements above.  
11

12 The Company may grant an additional Leave of Absence (~~of seven (7) days,~~  
13 ~~or more~~), without pay, at the written request of the employee if ~~(the funeral~~  
14 ~~occurs outside of an eight hundred (800) kilometer radius of the employee's~~  
15 ~~normal work location and,)~~ in the judgment of the Company, such Leave of  
16 Absence can be arranged without undue inconvenience to normal operations.  
17 The Company may require proof of death or burial from individuals if they  
18 suspect abuse of these benefits.  
19

20 **Note: For further clarity, Immediate Family means, in respect of the**  
21 **employee:**  
22

- 23 (a) the employee's spouse or common-law partner;  
24 (b) the employee's father and mother and the spouse or common-law  
25 partner of the father or mother;  
26 (c) the employee's children and the children of the employee's spouse or  
27 common-law partner;  
28 (d) the aunt and uncle of spouse and employee;  
29 (e) the employee's grandparents and the grandparents of the employee's  
30 spouse or common-law partner;  
31 (f) the employee's grandchildren and the grandchildren of the employee's  
32 spouse or common-law partner;  
33 (g) the father and mother of the spouse or common-law partner of the father  
34 or mother; and,  
35 (h) the brother and sister of the employee or the brother and sister of the  
36 spouse or common-law partner of the employee.  
37  
38  
39  
40

## **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.

(d)The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport and CATSA requirements. Should no mutual agreement be reached by the Joint Scheduling Committee on the proposed schedule, the appeal process will be moved to appropriate Director and the Bargaining Agent who, within seventy-two (72) hours will render a decision. Where no mutual agreement can be reached, the Company may implement the schedule, and the matter will be referred to expedited arbitration at the Union's discretion.

(h)Shift durations will only be comprised of the following shift lengths: 4, 5, 6, 8, 10 or 12 hours, unless otherwise mutually agreed between the Company and the Union. Shift durations comprised of 4 and 5 hour shift lengths will not be utilized at the Vancouver, Victoria, and Kelowna bargaining units.

(m)Shift schedules will be implemented at the commencement of the work week in accordance with Article 17.02. The Joint Scheduling Committee will meet prior to the implementation of any new shift schedule to equalize an employee's schedule, in accordance with Article 17.01, at the written request of an employee. Should the Company be unable to equalize an employee's schedule, and they are scheduled to work in excess of forty (40) hours, they shall be compensated as outlined in Article 17.08. No employee shall suffer any loss of regular earnings as a result of equalization.

### **NEW**

**17.01(o)** An employee who has submitted documentation to be granted an accommodation for modified hours that will last sixty (60) calendar days or more after the commencement of a shift bid, will not bid. Instead the Company, Union, and employee will meet immediately after the shift bid is concluded to determine a suitable shift for the employee, which takes into consideration the employees' seniority, that is in keeping with the employee's limitations and restrictions. It is understood that the parties must work together to find a reasonable accommodation to the point of undue hardship.

### **17.06 Filling of Vacant Lines and Additional Shifts:**

Delete redundant language.

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

**17.07** 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-) or by other electronic means that are agreed between the Company and the Union, and communicated in writing to employees.

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.

If the work to be performed is specific to a NPSV or HBS qualification, and the redeployment of employees on shift that possess the required qualification to perform the work has been exhausted, then the Company may solicit on the basis of the NPSV or HBS qualification in seniority order, as outlined below.

### **Same Day Overtime**

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

(i) Employees on shift (in the sign-up book).

((ii) Employees on shift.

\*Renumber remaining provisions

(iii) Employees coming on shift (in the sign-up book).

(iv) Employees on a Regular Scheduled Day Off (in the sign-up book) that have indicated their availability for overtime.

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

(Note: At Regional Sites the parties may mutually agree to first solicit employees on shift in the sign-up book, as opposed to employees on shift. Such agreement must be communicated in writing to employees at the Site.)

#### **Next Day Overtime**

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

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

Employees wishing to be solicited for Regular Scheduled Day off overtime must indicate their availability in the sign-up book or by other electronic means that are agreed between the Company and the Union, and communicated in writing to employees, no later than 16:00 on the Friday preceding the start of the week being solicited, as defined in Article 17.02

When soliciting Next Day Overtime each week, as defined in Article 17.02, the Company will canvass employees (in the sign-up book) that indicated their availability for overtime, in seniority order for their first extra shift on their Regular Scheduled Day Off before canvassing an employee for their second extra shift on their Regular Scheduled Day Off. Similarly, the Company will canvass all employees in the sign-up book in seniority order for either their first or second

extra shift on their Regular Scheduled Day Off before canvassing an employee for their third or subsequent extra shift on their Regular Scheduled Day Off.

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

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

- (i) Employees on a Regular Scheduled Day Off (~~in the sign-up book~~) that have indicated their availability for overtime.
- (ii) Seniority list.

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

#### **NEW**

#### **17.14 Training Assignments:**

In the event an employee is required to travel to another Site for the purposes of training related to certification, recertification, or additional qualifications the following provisions shall apply:

#### **Hours of Work, Pay and Travel:**

1. Employees shall be provided with not less than seven (7) calendar days notice in writing, with a copy to the Union.
2. Employees will continue to be covered by the Collective Agreement as though they are working at their own Site.
3. Employee rest days will not be modified without the consent of the employee.
4. If an employee travels on or attends training on a scheduled rest day, they shall be compensated in accordance with Article 17.07 and 17.08.
  - a. Employees will be paid a minimum of four (4) hours of travel time, for each occurrence of travel (i.e. four (4) hours pay for the trip to the location, and four (4) hours pay for the return trip home)
  - b. Where any occurrence of travel time exceeds four (4) hours, the Company will pay for the extra hours in accordance with Article 17.07 and 17.08, unless the extra time was caused by a factor within the control of the employee.
5. For travel that occurs on a regularly scheduled day:



- a. Employees will be paid for the length of their regular scheduled shift.
  - b. If the total time spent travelling plus working exceeds the length of the regular scheduled shift, the Company will pay for the extra hours in accordance with Article 17.07 and 17.08, unless the extra time was caused by a factor within the control of the employee.
6. The Company will book and pay for all travel on behalf of the employee.

#### **Accommodation:**

1. The standard for accommodation is a single hotel room, in a safe environment, conveniently located and comfortably equipped.
2. The Company shall ensure that employees are provided with shuttle service between the hotel, airport, or training facility.
3. The Company will book and pay for all accommodations on behalf of the employee.

#### **Per Diem:**

1. A daily per diem of sixty-five dollars (\$65.00) will be paid to an employee in advance of the estimated date of travel for the period of the training assignment, including travel on rest days, where the assignment exceeds one (1) day in duration. Per diems for training assignments of one (1) day will be paid to an employee on the next regular pay deposit.
2. The provisions of Article 20.08 shall apply to the payment of per diems.

#### **Personal Vehicle Use:**

1. Where it is mutually agreed that an employee will use their personal vehicle for travel associated with a training assignment, they shall be paid a kilometer allowance equal to the prescribed rate established by the Canada Revenue Agency.
2. The employee shall travel the most direct, safe, practical and accessible road routes and shall claim only for distances necessarily driven for the purposes of the training assignment.
3. The mileage allowance will be paid at the applicable per kilometer rate to the employee within two (2) weeks of the end of the assignment.

## **ARTICLE 18 – VACATION WITH PAY**

### **18.03 In each Regional Site (applies to all Class 3 and Class Other Sites):**

- (i) The total weeks of vacation entitlement, divided by fifty-two (52) weeks, plus a ten percent (10%) variant rounded ~~(to the next whole number)~~ according to standardized rounding principles, i.e. 5.5 rounds up to 6, 5.4 rounds down to 5.

## **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	<u>Truth and Reconciliation Day</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing 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.

## **ARTICLE 20 – WAGES**

### **NEW**

### **20.08** Employees will receive a sixty-five dollar (\$65.00) daily per diem for meals and incidental expenses for all out of town assignments, including training. The per diem will be payable to the employee by direct deposit in advance of the assignment or training. If the assignment is cancelled or shortened, then the Company will be able to recover any over payment in full from the employee's next pay or until such amount is recovered, as outlined in Article 20.05 above.

1 **ARTICLE 21 – BENEFITS**

2  
3 **21.03 Sick Leave**

4  
5 All unused sick time shall be paid out upon termination of the employment  
6 relationship resulting from a change in the Service Provider, resignation or  
7 retirement.  
8

9 Insert the following before the final paragraph:

10  
11 If the Company requests a Functional Abilities Form (“FAF”) to be  
12 completed the designated Union Representative will receive a copy of that  
13 FAF. Once a FAF is complete, the designated Union Representative will  
14 receive a copy, if the employee consents to this by completing the  
15 appropriate section on the FAF, however, if an employee is seeking  
16 accommodation, the FAF will be provided to the Union to facilitate the  
17 accommodation request.  
18

19 **21.03(b) Benefit Coverage**

20  
21 The Company will maintain coverage and continue to pay all premiums  
22 associated with the Health and Welfare Benefit Plan for the duration of all  
23 paid absences and absences due to occupational injury or jury duty.

24 (i) In the event an employee is absent due to layoff, the Company will  
25 maintain coverage and continue to pay all premiums associated with the  
26 Health and Welfare Benefit Plan for a period of three (3) months.

27 (ii) In the event an employee is absent due to illness, non-occupational  
28 injury or Leave in accordance with the Canada Labour Code, the  
29 Company will maintain coverage and continue to pay all premiums  
30 associated with the Health and Welfare Benefit Plan benefit coverage  
31 for a maximum of one (1) year.

32 (iii) In the event an employee is absent beyond the maximum of one (1) year  
33 above with a verified terminal illness, the Company will maintain  
34 coverage and continue to pay all premiums associated with the Health  
35 and Welfare Benefit Plan benefit coverage for an additional two (2)  
36 years.  
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1 **21.03(d) Personal Days (NEW)**

2  
3 All employees are entitled to five (5) days of personal leave per calendar year.  
4 Employees with at least three (3) consecutive months of continuous  
5 employment will be entitled to the first three (3) days of leave with pay.  
6 Personal days can only be used to be absent from work for certain reasons,  
7 according to the Canada Labour Code, as may be amended from time to time.  
8 The Company may request that an employee provide supporting documents  
9 concerning the reasons for the personal leave. The Company may request this  
10 documentation up to fifteen (15) days after an employee returns to work, and  
11 an employee must provide these supporting documents if it is possible to obtain  
12 them.  
13  
14

15 **ARTICLE 23 - NOTICES**

16  
17 **23.01** Any Notice in writing which either party gives to the other, shall be by  
18 Registered Mail or other traceable means and addressed as follows:  
19

20 **To the Company**

21  
22 ~~(G4S Secure Solutions (Canada) Ltd.)~~ Allied Universal Security Services  
23 Vancouver International Airport  
24 Domestic Terminal - Level 4 Room B4837A  
25 3880 Grant McConachie Way  
26 Richmond, BC V7B 0A5  
27

28 Telephone: 778-296-2600  
29 Fax: 604-232-0410  
30  
31

32 **ARTICLE 24 - HUMAN RIGHTS**

33  
34 **24.01(a)** The Company and the Union recognize the right of employees to work in a  
35 harassment free environment and are committed to providing a workplace that  
36 is supportive of the dignity, self-esteem and contribution of all employees.  
37

38 ~~(Workplace harassment is conduct that is unwanted or unwelcome and~~  
39 ~~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.)

Workplace harassment and violence are defined as any action, conduct or comment, including of a sexual nature that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

(i) **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.)

(ii) **Sexual Harassment:**

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

**(iii) Bullying**

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

**(iv) Workplace Violence**

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

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action or actions contravening this Policy may constitute grounds for discipline, up to and including termination with cause.

**(b) Confidentiality**

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

**(c) Complaint Procedure**

- (i) Any complaint involving allegations of (~~discrimination or harassment~~) conduct, as defined in Article 24.01, may be reported in confidence, by completing a Harassment Complaint form and delivering same directly to the Company Senior Director of (~~Employee and Labour Relations~~) Human Resources or their designate, with a copy to the Bargaining Agent.
- (ii) The Company shall provide the complainant with the reasonable time necessary to complete the complaint form during shift without loss of pay.
- (iii) Once a complaint(s) is brought forward, both the Bargaining Agent and the Company Senior Director of (~~Employee and Labour Relations~~) Human Resources or their designate must immediately be made aware of the complaint in writing, within one (1) business day.
- (iv) 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.
- (v) 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.
- (vi) The individual accused of harassment has the right to know and respond to all allegations of conduct as defined in Article 24.01.
- (vii) The Company will commence an investigation into the complaint within five (5) business days of receipt of the complaint and take actions it

considers appropriate to resolve the complaint within (~~forty-five (45)~~)  
sixty (60) days.

(viii) 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. For clarity, investigation findings means whether the complaint was found to be warranted, including the basis for that determination, as well as any closure actions that will be taken by the Company. Note that closure actions regarding a specific person will not be disclosed to any other party involved in the complaint or investigation.

(ix) Timelines contained within this clause may be modified by agreement between the parties, where the complexity of the complaint, and/or availability of the complainant, accused or witnesses, warrant such a modification. This agreement will not be unreasonably withheld.

**24.02** Notwithstanding, the provisions of Article 24.01, the Company will comply with current Federal legislation and regulations governing workplace harassment and violence prevention, as may be amended from time to time. The provisions contained in Article 24.01(c), shall not negate the right of an employee (complainant or respondent) to have a complaint related to workplace harassment or violence prevention investigated in accordance with the applicable Federal legislation and regulations.

## **ARTICLE 25 – HEALTH AND SAFETY**

**25.01** All employees will participate in a recurrent Health and Safety Orientation Program, every three (3) years. The Program will include training on a Company specific Emergency Evacuation Plan, WHMIS, Safe Lifting Practices, Workplace Harassment & Violence Prevention, 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.

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

The 2022 annual VRSC payment, in affect on April 1, 2022, divided by 2080 hours will be rolled in to the base rates identified in Appendix A, as may be amended by the interest arbitration decision, effective October 23, 2022.

## **ARTICLE 29 – C.O.L.A. (COST OF LIVING ADJUSTMENT)**

The 2022 annual COLA payment, in affect on April 1, 2022, divided by 2080 hours will be rolled in to the base rates identified in Appendix A, as may be amended by the interest arbitration decision, effective October 23, 2022.

## **ARTICLE 30 – LEAP & NLA – YXJ**

Half of the 2022 annual LEAP payment, in affect on April 1, 2022, divided by 2080 hours will be rolled in to the base rates identified in Appendix A, as may be amended by the interest arbitration decision, effective October 23, 2022.

The LEAP will be amended from three percent (3%) to one and one-half percent (1.5%) effective October 23, 2022.

Article 30 will be amended, as follows:

A Local Employment Adjustment Plan (LEAP) monthly payment will be provided to full-time employees at the Fort St. John Airport based upon a rate of ~~(three percent (3%))~~ one and one-half percent (1.5%), as follows:

The annual LEAP amount is calculated by taking the Level 3.4 hourly rate, multiplied by 2080 hours, multiplied by ~~(three percent (3%))~~ one and one-half percent (1.5%). The annual LEAP amount is divided by 12 to provide a Monthly LEAP Payment.

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



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

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

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

## **APPENDIX B – ACTING POINT LEADER**

Amend Appendix B to change reference to Point Leader to Lead Screener.

Amend to add Lead Screener Duties, as follows:

A Lead Screener may assist in identifying training needs and providing closed line training to Screening Officers, including, training on technique and contingency procedures, practice of test bags, EDT, and escalation of emergency procedures. Lead Screeners may be asked by the Service Delivery Manager to perform administrative and supervisory tasks associated with the efficient operation of the screening checkpoint, including rotation of Screening Officers, the administration of Screening Officer breaks, and deployment of Screening Officers between screening operations, as well as, any incidental operational duties, excluding those of a managerial nature.

## **LETTER OF AGREEMENT – PERFORMANCE BONUS**

Renew

## **LETTER OF AGREEMENT – UNIFORM STORAGE**

Renew

1 **MEMORANDUM OF AGREEMENT – PERSONAL PAID LEAVE (DAYS)**

2  
3 Employees are permitted to use sick days as personal paid leave, with the exception of  
4 the last two weeks of December and the first week of January. However, the employee  
5 must have sufficient time in their sick bank to cover the hours of the shift being requested  
6 as (a) personal paid leave (day). There will be at least one personal paid leave (day)  
7 granted by the Company, per airport, on any given day, outside of the excluded period,  
8 provided the employee requesting the day has the time in his/her sick bank. The  
9 Company will award personal paid leaves (days) within 14 days of the date being  
10 requested. Employees will use best efforts whenever possible to give the Company at  
11 least fourteen (14) days' notice of a request. If there is more than one request for the  
12 same day, the day off will be granted on the basis of seniority.

13  
14 When the Company offers leaves of absences, employees will have the option to convert  
15 the leave of absence into (a) personal paid leave (day), as outlined above, in addition to  
16 the specified minimums.  
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18  
19 **MEMORANDUM OF AGREEMENT – ARTICLE 17 (AUXILIARY SHIFT SCHEDULES)**

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21 This Memorandum of Agreement is entered into on a without precedent or prejudice basis  
22 to provide for the creation of auxiliary shift schedules, to assist the Company to meet its  
23 contractual commitments and to cater to fluctuations and changes to airline schedules,  
24 airport and CATSA requirements, in the Vancouver, Kelowna and Victoria Bargaining  
25 Units. Unless otherwise stated herein the terms and conditions of the Collective  
26 Agreement apply.  
27

28 ~~1. (An employee hired at the Vancouver Bargaining Unit after August 12, 2019 will~~  
29 ~~initially be required to bid an Auxiliary Shift Schedule, subject to the conditions of~~  
30 ~~this agreement. For clarification purposes, an employee hired prior to August 12,~~  
31 ~~2019 can never be required to bid an Auxiliary Shift Schedule.)~~  
32

33 1. An employee hired at Kelowna or Victoria Bargaining Unit(s) following the date of  
34 ratification of Agreement #4 will initially be required to bid an Auxiliary Shift  
35 Schedule, subject to the conditions of this agreement. For clarification purposes,  
36 an employee hired prior to the date of ratification of Agreement #4, can never be  
37 required to bid an Auxiliary Shift Schedule.  
38

39 Employees at the Vancouver Bargaining Unit who are PCSOs as of August 31,  
40 2022 or employees hired after August 31, 2022 will initially be required to bid an  
41 Auxiliary shift, subject to the conditions of this agreement. For clarification

purposes, an employee who is a Screening Officer as of August 31, 2022, can never be required to bid an Auxiliary Shift Schedule.

2. The number of shift lines permitted on an Auxiliary Schedule Shift Bid will be limited to a maximum of twenty percent (20%) of the total number of active employees in the (~~Vancouver~~) respective Bargaining Unit on (~~August 12, 2019~~) the date of ratification, or the date the Collective Agreement is ordered, and thereafter semi-annually on May 1st and September 1st each year, consistent with the examples outlined below:

E.G. - Vancouver Bargaining Unit

<u>Effective Date</u>	<u>Total # Active B/U Employees</u>	<u>20%</u>	<u>Minimum # Core Lines</u>	<u>Maximum # Auxiliary Lines</u>
<b>Date of Ratification</b>	<b>840</b>	<b>168</b>	<b>840</b>	<b>168</b>
<b>May 1, 2023</b>	<b>1008</b>	<b>202</b>	<b>806</b>	<b>202</b>
<b>September 1, 2023</b>	<b>1210</b>	<b>242</b>	<b>968</b>	<b>242</b>

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

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

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

The Joint Scheduling Committee(s) will, as part of their weekly review, ensure that the above percentages (%'s) are maintained and determine how to best allocate the hours for employees, to ensure the maximization of hours based upon seniority, in accordance with the Auxiliary Shift Schedule parameters outlined in Point 4 below.

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

8  
9 During the transition period, new employee(s) shall not be eligible to apply for new  
10 or vacant shift lines posted in accordance with Article 17.06 (1). Employee(s)  
11 holding Auxiliary Shift Schedules, shall be eligible to apply for all new or vacant  
12 shift lines posted in accordance with Article 17.06 (1), effective the commencement  
13 date of the "FALL" Auxiliary Schedule Shift Bid in 2023 ~~2020~~, unless otherwise  
14 mutually agreed between the Company and the Union.

- 15  
16 4. Auxiliary Shift Schedules will be between sixteen (16) and thirty-two (32) hours  
17 each week and will consist of eight (8) hour shift(s), including a Saturday and  
18 Sunday. (~~unless otherwise mutually agreed between the Company and the Union.~~)  
19  
20 5. There shall be up to six (6) Auxiliary Schedule Shifts Bids each calendar year, two  
21 (2) of which will coincide with the "Summer" and "Fall/Winter" Schedule Shift Bid,  
22 specified in Article 17.01(n).

23  
24 Any employee may elect to bid into an Auxiliary Shift Schedule, each year, during  
25 the "Fall/Winter" Schedule Shift Bid, subject to the provisions of Article 17.01(b).  
26 Employee(s) who bid an Auxiliary Schedule Shift are committing to do so until the  
27 bidding of the following year's "Fall/Winter" Schedule Shift Bid, notwithstanding the  
28 employee's right to obtain a vacant line posted in accordance with Article 17.06.

- 29  
30 6. The Auxiliary Schedule Shift Bid(s) will occur at the discretion of the Company in  
31 consultation with the Joint Scheduling Committee for each Bargaining Unit. Only  
32 employees holding an auxiliary schedule shift in the "Fall/Winter" Schedule Shift  
33 Bid will participate in the additional Auxiliary Schedule Shift Bids. The provisions  
34 of Article 17.01 will apply in the development, selection and implementation of an  
35 Auxiliary Schedule Shift Bid. The minimum duration of an Auxiliary Schedule Shift  
36 Bid will be twenty-eight (28) days.

- 37  
38 7. Employees who bid an Auxiliary Schedule Shift, will only be permitted to bid one  
39 (1) shift line at the time of the shift bid.  
40

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

10  
11 9. Shift lines with rest day patterns that include Saturday and Sunday off will be  
12 maximized within the main shift bid schedule(s) referenced in Article 17.01(n), as  
13 a result of the utilization of Auxiliary Schedule Shifts.

14  
15 ~~10. (Any increase in scheduled hours worked by employee(s) resulting from Article(s)~~  
16 ~~17.06, 17.07, or 17.13, following a shift bid, will be included in determining an~~  
17 ~~employee's entitlement and eligibility for COLA and VRSC. That is, part time~~  
18 ~~employees who work a minimum of sixteen (16) hours but less than thirty (30)~~  
19 ~~hours per week on average during any COLA/VRSC qualifying period shall be paid~~  
20 ~~part time COLA/VRSC in respect of that COLA/VRSC qualifying period and part~~  
21 ~~time employees who work thirty (30) hours or more during any COLA/VRSC~~  
22 ~~qualifying period shall be paid full time COLA/VRSC in respect of that COLA/VRSC~~  
23 ~~qualifying period.)~~

24  
25 10. Employee(s) who bid an Auxiliary Schedule Shift shall be entitled to all rights and  
26 benefits under the Collective Agreement or as otherwise specified in this  
27 Memorandum of Agreement, with one (1) exception from Article 17.13.  
28 Employee(s) who bid an Auxiliary Schedule Shift shall have the same shift give  
29 away and shift trade privileges as set out in Article 17.13, however, they shall not  
30 have the right to pick up shifts from other employees.

31  
32 Any matters arising from the interpretation or application of this agreement will be  
33 discussed and mutually agreed between the Company and the Union.

34  
35 This Agreement shall be reviewed by the parties on an annual basis, commencing  
36 September 1, (2020) 2023, and adjustments may be made to the administration of these  
37 provisions. Should either party be of the opinion that this Agreement has caused that  
38 party, unforeseen material adverse consequences, that Party may refer the issue to  
39 Arbitration, pursuant to Article 7, for a determination of a fair and equitable resolution.

1 The parties further agree that the next scheduled expedited arbitration dates will be  
2 utilized to hear the matter.

3  
4  
5 **MEMORANDUM OF AGREEMENT – ARTICLE 17.06(1) FILLING OF VACANT LINES**

6  
7 Renew – Expires with the Collective Agreement, unless expressly renewed by agreement  
8 of the parties.

9  
10  
11 **MEMORANDUM OF AGREEMENT – TEMPORARY ASSIGNMENTS BETWEEN IAM**  
12 **BARGAINING UNITS**

13  
14 This Memorandum of Agreement is entered into on a without precedent or prejudice basis  
15 to specify the requirements, terms, and conditions related relating to the temporary  
16 assignment of employees between IAM Bargaining Units.

17 Unless stated in this Memorandum of Agreement the terms and conditions of Collective  
18 Agreement #4 apply.

19 The parties recognize that from time to time the Company may have an immediate need  
20 to increase staffing levels at airports in the Pacific region to meet operational  
21 requirements and service levels.

22 The parties agree as follows:

- 23 1. Any and all assignments require prior written authorization of the IAM, specifically  
24 a representative of the Bargaining Agent. The Union will not unreasonably  
25 withhold its approval of a temporary assignment that follows the terms and  
26 conditions outlined in this MOA.
- 27 2. Temporary assignments will be posted for a minimum of seven (7) calendar days,  
28 unless a shorter duration is mutually agreed upon.
- 29 3. The assignment will be offered on a voluntary basis and awarded based on  
30 classification seniority, unless otherwise mutually agreed. Applicants that have an  
31 accommodation that limits their hours or duties, may be deemed ineligible for the  
32 assignment, if the accommodation conflicts with the hours and duties of the  
33 assignment.
- 34 4. The temporary assignment will be for a maximum of 45 days. This time period may  
35 be extended by mutual agreement between all the parties.
- 36 5. The temporary assignment is only available to employees from the base site or bases  
37 sites, as designated by the Company. Should the temporary assignment be available  
38 to more than one (1) base site, the parties will agree upon the process for selection  
39 the assignment will be offered in order of Company service date.

6. The transferring employee will continue to be covered under the terms and conditions of employment/seniority/compensation, as though they are working at their own site. They shall not establish or carry seniority privileges to any other site and shall continue to accrue seniority at their own site.
7. Any employee on temporary assignment will continue to be paid (not necessarily scheduled), at a minimum, the equivalent hours their seniority entitled them to bid at their normal site of work. However, they cannot be scheduled beyond the hours available to those employees at the transferring site, unless those employees have been first offered the opportunity to increase hours.
8. Additional Hours and Overtime must continue to be afforded first to employees at the transferring site on a voluntary basis. For clarity, this means that there can be no adverse effect on the scheduled hours, ~~extra~~ additional hours or overtime hours of work for employees at the transferring site.
9. Schedules for transferring employees will be developed and offered to employees at the site of assignment in accordance with Article(s) 17.01 and 17.06. Vacated lines or lines not bid by employees at the site of assignment will be offered to employees accepting the temporary assignment by classification seniority, or as otherwise mutually agreed between the parties.
10. The Company will book and pay for all accommodations on behalf of the transferring employee. The standard accommodation will be a single hotel room, in a safe environment, conveniently located to the site, and comfortably equipped.
11. The Company will ensure that employees are provided with shuttle service between the accommodation and the site. Further, the Company may provide ground transportation to transferring employees at the site, as appropriate and required, at no cost to the employee.
12. A daily per diem of \$70.00 will be paid to a transferring employee, in accordance with Article 20.08. Mileage if applicable, will be reimbursed in accordance with Article 17.14.

Any matter arising from the application or interpretation of the foregoing will be discussed and mutually agreed between the parties.

#### **MEMORANDUM OF AGREEMENT – Screening Contractor Training Representatives (SCTR's)**

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to provide employees with the opportunity to qualify as a Screening Contractor Training Representative (SCTR), while remaining in the bargaining unit. Unless stated in this Memorandum of Agreement the terms and conditions of Collective Agreement #4 apply. The parties agree as follows:

1. Pursuant to the provisions of Article 26.02, the Company may post for vacancies for Training and Performance Specialists ("Trainers").

- 1       2. Applicants must meet the prerequisite requirements and qualifications as specified  
2       in the posting.
- 3       3. An employee whose application is accepted by the Company will;
- 4           a. Remain in the bargaining unit while performing some of the duties of a  
5           Trainer, in preparation for their attendance at SCTR pre-requisite  
6           qualification courses, and on the job training.
- 7           b. Continue to be covered by the Collective Agreement for all purposes.
- 8           c. Receive the rate of pay specified for Lead Screener as outlined in Appendix  
9           A of the Agreement for the duration of the assignment, i.e. up to ninety (90)  
10           calendar days.
- 11           d. Continue to work their regular bid shift schedule, unless the employee  
12           voluntarily agrees to a schedule modification to accommodate a specific  
13           training need.

14       It is understood that applicants may not engage in managerial duties, as outlined  
15       in Article 4 of the Agreement.

- 16       4. Within ninety (90) calendar days from the acceptance date of an employee's  
17       application, the employee must successfully pass any CATSA required training,  
18       including:
- 19           a. A three (3) day Learning Performance Advisor (LPA) led SCTR qualification  
20           course at a Class 1 airport, including:
- 21               i. Adult learning principles,
- 22               ii. CIS Kit training,
- 23               iii. SCTR Coaching and Review training, and
- 24               iv. A pass/fail assessment by the LPA, which includes a teach-back and  
25               mock Screening Contractor (SC) review.
- 26           b. Assist in one (1) Screening Officer Foundation (SOF) Lab course as a  
27           SCTR candidate at a Class 1 airport.
- 28           c. Successfully pass the Pre-board Screening (PBS) Qualification assessment  
29           on day 5 of SOF lab.

30       The ninety (90) calendar day timeframe, may be extended by mutual agreement  
31       of the parties, where there are unforeseen circumstances outside of the control of  
32       an employee. Such agreement will not be unreasonably withheld.

- 33       5. Should an applicant not be successful in passing the CATSA required training,  
34       they shall be given the option to return to their regular assignment in the bargaining  
35       unit, without any immediate consequence to their certification or employment  
36       status. The applicant may be issued a PER, and will be subject to the PER  
37       process. The applicant will also be given the option to re-attend the SOF Lab and  
38       reattempt the PBS Qualification assessment at the discretion of the Company.
- 39       6. Where an applicant successfully obtains the SCTR certification, and accepts a  
40       permanent position as a Training and Performance Specialist, they shall forfeit  
41       their bargaining unit position and their seniority in accordance with Article 9.06.



1        7. If at any time the passing requirements are amended by CATSA or the Company,  
2        which will result in the automatic decertification of an employee, this Memorandum  
3        of Agreement shall immediately be terminated.  
4        Any matter arising from the application or interpretation of the foregoing will be discussed  
5        and mutually agreed between the parties.

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8        **MEMORANDUM OF AGREEMENT – ASSISTANT SCREENING CONTRACTOR**  
9        **TRAINING REPRESENTATIVES (SCTR's)**

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11        This Memorandum of Agreement is entered into on a without precedent or prejudice basis  
12        to provide the Training Department with temporary support through the use of Assistant  
13        SCTR's. Unless stated in this Memorandum of Agreement the terms and conditions of  
14        Collective Agreement #4 apply.

15  
16        The parties agree as follows:

- 17  
18        1. Pursuant to the provisions of Article 26.02, the Company will post for and fill a  
19        maximum of ten (10) temporary vacancies for Assistant SCTR's from the  
20        Vancouver Bargaining Unit.  
21        2. Applicants must be certified in pre-board screening for a minimum of three (3)  
22        years' experience, and have no PER's in the last six (6) months.  
23        3. Must be capable of passing any CATSA required training, including:  
24        a. PBS Refresher on FBS, PSOP, WTMD/HHMD, Special Screening  
25        Situations  
26        b. SCTR Qualification Coach and Review  
27        c. LPA Skills Assessment  
28        Should an applicant not be successful in passing the CATSA required training,  
29        they shall return to their regular assignment in the Vancouver Bargaining Unit,  
30        without any consequence to their certification or employment status.  
31        4. Successful applicants will:  
32        a. Remain in the Bargaining unit while performing the duties of an Assistant  
33        SCTR, and continue to be covered by the Collective Agreement for all  
34        purposes.  
35        b. Receive the rate of pay specified for Lead Screener as outlined in Appendix  
36        A of the Agreement for the duration of the assignment. i.e. 6 months, 9  
37        months.  
38        c. Continue to work their regular bid shift schedule, unless the employee  
39        voluntarily agrees to a schedule modification to accommodate a specific  
40        training need.  
41        5. Responsibilities will include assisting with and overseeing:  
42        a. Recurrent Learning Plan (RLP) In-Service

- b. CATSA pre-clearance Screening Officer Program
- c. Canada Transportation Act (CTA) Heavy Lifting
- d. Exam Proctoring
- e. SOF2 Internal On-the-Job (OJT) Training Observations (WTMD/HHMD, PSOP, Special Screening and FBS)

Any matter arising from the application or interpretation of the foregoing will be discussed and mutually agreed between the parties. The parties agree that this Memorandum of Agreement shall expire on March 31, 2023, and shall not continue beyond that date, unless expressly renewed by mutual agreement in writing between the parties.

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

Within fourteen (14) calendar days of confirmation that the changes to Part III of the Canada Labour Code concerning paid leave sick coming into effect, the parties will meet to reach an agreement on the application of the provisions concerning Article 21.03(a).

The Company commits to maintain the existing superior provisions of Article 21.03(a), and will ensure that the minimum statutory changes are applied, and that the terms will be at least as favorable as the current provisions of the Collective Agreement.

Should the parties be unable to reach an agreement within thirty (30) calendar days of the legislation coming into effect, the matter will be referred to expedited arbitration with Arbitrator Saunders.