

IN THE MATTER OF AN INTEREST ARBITRATION UNDER SECTION 79
OF THE **CANADA LABOUR CODE, R.S.C. 1985, c L-2**

PALADIN AIRPORT SECURITY SERVICES LTD.

(the "Employer" or "PASS")

-and-

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT 140

(the "Union")

(INTEREST ARBITRATION)

ARBITRATOR: Ken Saunders

APPEARANCES: Alison M. Adam
and Zachary Dietrich for the
Employer

Aminah Hanif and
Tania Canniff for the Union

DATE OF HEARING: December 11, 2025

WRITTEN SUBMISSIONS: December 3, 11, and 19 2025

DATE of AWARD: February 6, 2026

AWARD

I. INTRODUCTION

1 The Parties appointed me to act as a single interest arbitrator under section 79 of
the *Canada Labour Code*, with authority to resolve the terms of a renewal
collective agreement.

2 The collective agreement under renewal expired March 31, 2025 (the “Collective
Agreement”).

3 Between October 2024 and November 2025, the Parties engaged in extensive
bargaining, assisted at various stages by the Federal Mediation and Conciliation
Service.

4 Despite their best efforts in bargaining, the Parties remained deadlocked on a host
of issues.

5 In the context of an application for the designation of essential services, and as
they have done on several past occasions, the Parties agreed to refer the
outstanding issues to binding interest arbitration.

6 The terms of my appointment are set out in the Parties’ Arbitration Agreement
(“Arbitration MOA”).

II. BACKGROUND

7 The Employer provides pre-board security screening services to the Canadian Air
Transport Security Authority (“CATSA”) at twenty-two airports across the Pacific
Region, including the eleven airports covered by this Collective Agreement (the
“Airports”).

8 Prior to the Employer assuming security screening services at the Airports, the
Union was the bargaining agent for Screening Officers, Point Leaders and Lead
Screeners of the former employer, Allied Universal Security Service Ltd. (“AUS”),
at the same Airports.

- 9 The Union has a long history representing screening officers at the Airports, including under prior contractors before CATSA moved to regional contracting in 2011. Since 2012, when the Union was certified for employees of G4S at these airports, the Parties have bargained master agreements covering all eleven locations, with site-specific differences primarily reflected in wage rates rather than separate collective agreements.
- 10 The Employer assumed the regional contract previously held by AUS effective April 1, 2024. It subsequently entered into a voluntary recognition agreement with the Union on July 14, 2023, under which it adopted the existing Collective Agreement and negotiated interim wage and term adjustments.
- 11 Following the Employer's takeover from AUS, the Union applied to be certified for employees in the eleven airports where it previously held bargaining rights. The Canada Industrial Relations Board ("CIRB") issued corresponding certifications on June 14, 2024.
- 12 Additionally, the Union sought to expand the certificate for the Vancouver International Airport to include a new classification of employees known as SCTRs.
- 13 On July 29, 2025, the CIRB issued an updated certificate and bargaining unit description in respect of employees at the Vancouver International Airport, which added the SCTRs to the bargaining unit at the Vancouver International Airport.
- 14 For reference, SCTRs provide full-time non-screening resources responsible for delivering CATSA training and supporting the National Training and Certification Program, including pre-certification and recurrent training, on-the-job training, recertification, return-to-work training and related functions.
- 15 While there are SCTRs employed by PASS at other airports, none of those positions are included in the bargaining unit.
- 16 The Parties addressed SCTRs in collective bargaining following the addition of SCTRs to the bargaining unit in Vancouver on July 29, 2025. However, they continue to disagree on whether and to what extent the existing Collective Agreement automatically applies to the SCTRs from the date of the expanded certification, or, conversely, whether the application of all those terms is subject to negotiation.
- 17 As will be discussed further in the context of the Parties' outstanding proposals, the Employer has filed an application for reconsideration of the July 29, 2025, certification order, which remains pending at the time of this decision.

A. CATSA & Standard Operating Procedures

18 The Parties operate in a tightly regulated environment. That contextual backdrop informs some of my rulings. Therefore, I will sketch out some key features of the workplace context before embarking on the analysis.

19 The Canadian Air Transport Security Authority (“**CATSA**”) is responsible for the delivery of airport screening services in Canada at designated Canadian airports. CATSA fulfils this mandate through a third-party business model, in which it contracts security contractors to deliver screening services at airports by region. The four Canadian regions are: Pacific, Prairies, Central and East.

20 Section 8 of the *Canadian Air Transport Security Authority Act*, SC 2002, c 9, s 2, s. 8 requires CATSA to:

- establish criteria for the qualifications, training and performance of screening contractors and screening officers that are as stringent as or more stringent than the standards established under the *Aeronautics Act*;
- enforce those criteria through its authority to grant and revoke certification to screening contractors and screening officers; and
- establish policies and procedures for contracts for services and for procurement that ensure that its operational requirements are always met.

21 To meet the statutory requirements that regulate screening, CATSA has developed Standard Operating Procedures that govern the method by which screening must be conducted at Canadian airports, including at the Airports. The Employer and the Union’s bargaining unit members must adhere to the Standard Operating Procedures to maintain the CATSA certifications in good standing. As the Standard Operating Procedures are classified information, specific references to requirements under the Standard Operating Procedures herein are based on publicly available information from the CATSA website.

22 CATSA’s Standard Operating Procedures provide specific mandatory direction to the Employer and Screening Officers with respect to the way screening must be performed at the Airports and the training that Screening Officers must receive to perform the screening.

23 CATSA's Standard Operating Procedures and related documents governing airport security are confidential. They cannot be shared by the Employer pursuant to section 32(2) of the *Canadian Air Transport Security Authority Act*, SC 2002, c 9, s 2 and section 4.79 of the *Aeronautics Act*, RSC 1985, c A-2.

24 The Employer has requested that I be aware of and implement appropriate measures to ensure ongoing compliance with the above-noted legislation in writing this decision. That application is non-contentious, and I have attempted to do so.

B. Screening Services

25 The Employer conducts pre-board screening, hold-baggage screening, non-passenger screening, and non-passenger vehicle screening at the Airports in accordance with all applicable regulatory requirements and CATSA Standard Operating Procedures.

26 Pre-board screening involves the screening, examination, and searching of individuals and their belongings and carry-on baggage to prevent prohibited items from being brought into the restricted area of the airport or onto aircraft. Pre-board screening involves several steps and the use of specialized technology, such as X-ray equipment, metal detectors, and explosive detection equipment.

27 Hold-baggage screening involves the screening, examination, and searching of hold baggage (checked baggage) to prevent prohibited items from being boarded onto aircraft. It also involves several steps and specialized technology. Hold-baggage screening may be performed "back of house", "side of house", or as a combined solution. Each of these forms of hold-baggage screening involves a different process and/or technology. When it occurs in the back of house or side of house, the hold-baggage screening takes place in an area separated from the public. When it is used as a combined solution, hold-baggage screening is performed at a pre-board screening checkpoint.

28 Non-passenger screening involves the screening of persons accessing restricted areas of airports to prevent prohibited items from being brought into those areas or onto aircraft. It involves specialized technology, such as X-ray equipment, and various manual procedures. Non-passengers include flight and cabin crews, airline customer service personnel, caterers, maintenance personnel, baggage handlers, and other airport staff. Non-passenger screening is conducted at some smaller Airports in a combined manner, with non-passengers entering restricted areas through pre-board screening checkpoints.

29 Non-passenger vehicle screening involves screening of non-passengers and their

vehicles accessing airports to prevent prohibited items from entering restricted areas and from being boarded onto aircraft. Non-passenger vehicles include construction, snow removal, food catering, and cleaning/grooming vehicles.

30 Screening point configurations at the Airports are established by CATSA. Pre-board screening line configurations at the Airports can be broadly categorized as follows: regular pre-board screening lines, manual split lines, CATSA-Plus screening lines, and Computed Tomography (CT) screening lines.

31 Regular and manual pre-board screening lines typically include the following 4 dedicated positions, which cannot be eliminated or combined:

- boarding pass confirmation and divesting (instructing passengers to put their items in the bins); X-ray examination of baggage and items;
- metal detector screening and physical searches of individuals; and
- baggage searches.

32 CATSA-Plus and CT screening lines typically include 10 dedicated positions, which cannot be eliminated or combined:

- validation of proper boarding pass: 1 employee;
- divesting: 2 employees;
- examination of images from X-ray or CT equipment: 2 employees;
- metal detector screening and physical searches of individuals: 2 employees;
- baggage searches: 2 employees; and
- clearing bins and directing passengers: 1 employee.

33 CATSA requires additional officers in certain line or checkpoint configurations when more specialized technology is used (e.g., full-body scanners in Vancouver,

Victoria, and Kelowna) and when more resources are required to screen high volumes of passengers effectively.

34 The Employer must schedule enough Screening Officers to operate the screening lines required by CATSA in accordance with CATSA's specified configurations. It must also staff its screening lines at the Airports in a manner that complies with CATSA's requirements and other regulatory specifications relating to gender, language, specialized/advanced qualifications, ongoing training, minimum hours (to retain certification), special needs/emergency readiness and fatigue mitigation.

35 The Employer's flexibility with respect to staffing is limited by CATSA's requirements, by the demographics and training of the individuals employed at the Airports, and by other conditions that are often beyond its control (e.g., staff illnesses or injuries, airline schedule changes or cancellations/delays). The Company's small staff complement at some of the Airports makes meeting CATSA's requirements even more challenging.

C. Classifications and Scope of Duties

36 The relevant positions at the Airports are Pre-Certified Screening Officers ("PCSOs"), Screening Officers, and Line Leads. Two additional positions—SCTRs and Point Leads—exist exclusively at Vancouver International Airport.

37 PCSOs are Screening Officer candidates who have been hired to fill a Screening Officer vacancy but have not yet obtained the requisite security clearance or completed all of the training and testing requirements to obtain CATSA certification. While they work towards fulfilling their intended role as Screening Officers, PCSOs are only able to perform limited screening procedures.

38 Screening Officers perform pre-board screening, hold-baggage screening, non-passenger screening, and non-passenger vehicle screening (where applicable). Screening Officers must ensure that all required training is up to date and that they follow all required procedures and protocols during the security screening process.

39 Line Leads are Screening Officers who are qualified and trained to take on additional supervisory responsibilities, if assigned to do so, during a given shift or set of shifts. Line Leads work with Screening Officers as active members of the screening line, serve as points to escalate the resolution of operational issues at the checkpoint, and manage Screening Officers and screening operations. Line Lead is not a separate classification but a newly introduced qualification that replaced the former designation of Lead Screener. However, Line Leads do not

provide training, unlike the former Lead Screener qualification.

40 SCTR's are responsible for the training, performance management, and compliance/quality control of Screening Officers, including supporting the National Training & Certification Program required by CATSA. SCTR's are not responsible for or assigned to provide security screening services.

41 Point Lead is a separate classification with a unique history at the Vancouver International Airport. Previously, Point Leads operated in a quasi-supervisory capacity, providing administrative and operational support such as rotating breaks, deployment and rotations. However, the position was eliminated in 2012 due to the introduction of the non-bargaining-unit position, Service Delivery Managers. The Union grieved the elimination of the position, and the Parties entered into Minutes of Settlement that resulted in existing Point Leads being "red circled" and retaining their classification, additional compensation, and certain scheduling privileges. However, today, these "red circled" Point Leads perform the exact same duties as Screening Officers.

D. The Airports

42 In addition to the Vancouver International Airport, the Airports covered by the Collective Agreement include: Campbell River Airport; Comox Valley Airport; Cranbrook Airport; Fort St. John Airport; Kelowna International Airport; Nanaimo Airport; Penticton Regional Airport; Prince George Airport; Victoria International Airport; and West Kootenay Regional Airport.

III. OUTSTANDING ISSUES

43 The list of outstanding issues to be decided are set out in the Arbitration MOA agreed to by the Parties as follows:

- A. Article 2 – Scope and recognition
- B. Article 5.07 – Union representation
- C. Article 12.04 – Company-wide transfers
- D. Article 17 – Hours of work and overtime (including Articles 17.01, 17.03, 17.05, 17.06, 17.07, 17.08, 17.09, 17.13, 17.14)
- E. Article 21.01(a) – Parking

- F. Article 21.03(b) – Benefits coverage IAM
- G. Article 21.04(a) – Pension 2025-12-03
- H. Article 27 – Term of agreement
- I. Article 28 – Technological change (new article)
- J. Appendix A – Wage scales
- K. Stand-alone COLA protection clause
- L. SCTRs – MOAs 4, 5, 6 and 7 and related provisions (scope/status, SCTR wages, hours/overtime, vacation ratios, travel/temporary assignments, and grievance SW002481)
- M. Retroactivity and implementation (wages, benefits, SCTRs, and eligibility of current vs former employees)

44 The list of issues identified in the Union’s submission includes:

- Article 2.01(a) & (b) – Scope Provision – Union and Company proposal(s)
- Article 2.09 – Line Leads – Union proposal
- Article 5.07(a) & (b) – Union Representation – Union proposal
- Article 12.04 – Canada-wide Transfers – Union proposal
- Article 17.01(b) – Scheduling Qualifications – Company proposal
- Article 17.03 (a – j) – Breaks – Union and Company proposal(s)
- Article 17.05 MOA – Shift Modifications – Company proposal
- Article 17.06 – Scheduling Qualifications – Company proposal
- Article 17.07 – Overtime – Union and Company proposal(s)
- Article 17.08 – Overtime Rates – Union proposal
- Article 17.13 – Shift Trades/Shift Give Aways – Union and Company proposal(s)
- Article 17.14 – Training Assignment (Per Diem) – Union proposal
- Article 20.08 – Wages (Per Diem) – Union proposal
- Article 21.01(a) – Employee Parking – Company proposal
- Article 21.03(b) – Benefit Coverage – Union proposal
- Article 21.04 – Pension – Union proposal
- Article 27 – Term – Union and Company proposal(s)
- Article 28 – Technological Change (New) – Union proposal
- Appendix A – Rates of Pay – Union and Company proposal(s)
- NEW – COLA Protection – Union proposal
- MOA #4 – Temporary Assignments (Per Diem) – Union proposal
- MOA #5 – SCTR’s (YVR) – Union and Company proposal(s)

MOA #6 – Assistant SCTR’s – Union and Company proposal(s)
 MOA #6 – Temporary Assignments (Regional) (New) – Union
 and Company proposals
 MOA #7 – SCTR’s (New) – Union and Company proposal(s)
 General – SCTR’s – Union proposal

IV. GOVERNING PRINCIPLES OF INTEREST ARBITRATION

45 Prior to addressing each of the outstanding proposals, it is useful to set out the well-established principles of interest arbitration that must be applied when settling the terms of a collective agreement.

A. Replication

46 The following analytical framework is what I mean when I mention “replication” in my analysis under this award.

47 The central objective of interest arbitration is to replicate the collective agreement that the parties would have reached had they been left to bargain freely with the strike and lockout powers in reserve, subject to what is fair and reasonable in the circumstances.

48 The replication principle requires the arbitrator to “construct a collective agreement which reflects as nearly as possible the agreement that conventional bargaining between the parties would have produced had they themselves been successful in concluding a collective agreement”: *Yarrow Lodge Ltd.*, [1993] B.C.L.R.B.D. No. 463, at para. 164.

49 As noted by numerous arbitrators, interest arbitration is a substitute for using a strike or lockout as the mechanism to resolve an impasse in collective bargaining. Thus, it should “attempt to replicate the result which would have occurred if the collective bargaining process had not been interrupted by arbitration”: *Beacon Hill Lodge Canada*, 1985, 19 L.A.C. (3d) 288 (Hope), at para. 56.

50 Replication necessarily requires interest arbitrators to attempt to put themselves in the position of the parties and give due consideration to matters such as their historical bargaining pattern and prevailing bargaining reality, so that the decision ultimately rendered is consistent with what the parties themselves would have bargained: *Morningstar Air Express Inc v Air Line Pilots Association*, 2021 CanLII 139200 (CA LA), at p. 16 (“*Morningstar*”), citing *Skidegate Band Council*

(2002), 70 CLAS 335 (“*Skidegate*”) (Korbin).

51 Replication is not a subjective or speculative exercise. The case law is clear that interest arbitrators must avoid “splitting the difference” between positions based on their sense of “fairness” or “social justice”. Replication requires arbitrators to objectively determine a fair and reasonable outcome that the parties would have achieved through bargaining, given market and economic realities. To do so, arbitrators must weigh the merits of each proposal against objective data including the economic climate during bargaining and the terms and conditions of employment in the labour market for similar work (*Morningstar* at pp. 16-18 citing *Re Board of School Trustees, School District 1 (Fernie) and Fernie District Teachers’ Association* (1982), 8 LAC (3d) at p. 159 (Dorsey); *Lakeland College and LCFA, Re*, 2015 123 CLAS 49 at para. 15 (Sims); *Beacon Hill Lodges of Canada v HEU* (1985), 19 LAC (3d) 288 (BC Arb), at 304-305 (Hope); and *University of Toronto and University of Toronto Faculty Association* (2006), 148 LAC (4th) 193, at para. 7 (Winkler).

1. Comparability

52 The concept of comparability is the best available means of ensuring a fair and reasonable replication of free collective bargaining. This is because it is reasonable to assume that the parties would have made a collective agreement generally comparable to others in the same industry and geographic area.

53 A key point of reference, therefore, are collective agreements that have been freely negotiated between similarly situated unions and employers within the same industry and within the same or similar locations.

54 Thus, in a perfect world, replication is best achieved by comparing the parties’ proposals to other agreements reached by the same (or very similar) parties in the same industry, for employees performing similar work, in the same geographic place and in the same time frame through free collective bargaining (*Morningstar* at pp. 18-21, citing K.P. Swan, “*The Search for Meaningful Criteria in Interest Arbitration*”, Kingston: Queen’s University Industrial Relations Centre, 1978, *Newport Harbour Care Centre Partnership and AUPE, Local 48* (2012), 113 CLAS 130 at para 12 (Sims); *Crane Canada Inc and Teamsters Local Union 419* (unreported), September 9, 1988 (Picher; *Canada Building Materials Co*, [1990] OLRB Rep Oct 1012 at para 18, and *McMaster University v MUFA* (1990), 13 LAC (4th) 199 at para 11 (Shime); *York University v Canadian Union of Public Employees Local 3903*, 2018 CanLII 115050 (ON LA) at para 28 (Hayes); *United Nurses of Alberta v Alberta Health Services, Covenant Health*, 2020 CanLII 2386 (AB GAA) at para

20 of the dissent (D. Williams).

2. Total Compensation

55 Interest arbitration awards repeatedly confirm that the process to be followed is not formulaic and must take into account the total compensation package:

Interest arbitration is not a scientific process. There is no magic formula. A party advancing a particular position carries the onus of presenting cogent evidence to support that position. This does not equate to an issue-by-issue approach where benefits are awarded because they seem individually attractive and well supported. Collective bargaining involves choices between desirable benefits, and agreements are settled on a package basis. As Ontario Chief Justice Winkler has noted:

... we should have regard to the total compensation package rather than viewing each of its elements in isolation. We also accept that in collective bargaining it is legitimate for parties to make choices as to how total compensation is to be allocated in terms of salary, benefits and other forms of compensatory remuneration. *University of Toronto and University of Toronto Faculty Assn.* (2006) L.A.C. (4th) 193 (Winkler)

*Edmonton Police Association at
para. 15 citing Fernie School
District*

56 A collective agreement is a package deal, and the totality of the bargain must be considered:

... arbitrators have cautioned that it is necessary to examine the effect and implications of the totality of the proposals presented. Viewing each element in isolation without a consideration of the whole of the proposal fails to recognize that collective bargaining involves a series of compromises and trade-offs to achieve an overall settlement that both parties can accept. No party to such a process does or can expect to achieve all of which is sought.

Carewest and AUPE, Re, 2013 CarswellAlta 1982 (“**Carewest**”) at para 9 (P.A. Smith)

57 Accordingly, when assessing the parties’ proposals against comparable collective agreements, the individual items should not be considered in isolation. Rather, it is the value of or cost of the total package that is relevant. This is consistent with free collective bargaining, which involves parties assessing proposals, establishing their own priorities and making decisions on what trade-offs they are willing to accept. Since the interest arbitration model does not inherently require the parties to make such tough choices, a global assessment of the matter is essential in order to discourage the parties from simply carrying all their initial demands forward to arbitration in the hope that this will lead to the achievement of more improvements (*Morningstar* at pp. 20-21 citing *Re: Hospital Labour Disputes Arbitration Act, 65 Participating Hospitals and CUPE*, (unreported), June 1, 1981 (Weiler) and *Morningstar Air Express Inc. and National Automobile, Aerospace, Transportation and General Workers’ Union of Canada (CAW-Canada) Local 1990*, July 2002 at para. 53 (Hamilton); *Greater Toronto Airports Authority v Pearson Professional Firefighters’ Association*, 2025 CanLII 90061 (CA LA) at para 9 (Gedalof)).

58 Such global assessment involves utilizing the provisions of the expired collective agreement and the provisions of comparable contracts as the normative baseline against which the parties’ proposals are measured. In doing so, the arbitrator needs to be sensitive to the trade-offs the parties may have made in the course of their bargaining history, and the trade-offs that may have been made by the parties to other collective agreements that are said to be comparable, to achieve a particular result in another collective bargaining circumstance (*Edmonton Police Association* at paras. 18 & 47 citing *Alberta Teachers’ Association v Teachers’ Employer Bargaining Association*, 2020 CanLII 2385 (AB GAA) at para. 52 (Jones) and *Southern Alberta Institute of Technology v AUPE, Local 39*, 2012CarswellAlta 1038 (“**SAIT**”) at para. 34 (P.A. Smith); *ATCO Electric* at p. 5 citing *Carewest* at p. 3 and *Honeywell* at para. 29).

3. Economic Conditions

59 The relevant economic conditions to be considered in an interest arbitration are those that existed at the time collective bargaining occurred. As interest arbitration seeks to replicate the outcomes the parties would have achieved themselves had they continued with free collective bargaining, it is this time, and evidence at that point, to which arbitrators must look in arriving at an award (*SAIT* at para 99; *Mount*

Royal University and MRFA, Re, 2016 CarswellAlta 917 at paras 91-92 (Sims); *University of Calgary and TUCFA*, 2020 CanLII 67214 at p. 16 (Sims)).

V. BRITISH COLUMBIA ECONOMY AND JOB MARKET

A. Employer's Position Regarding Economic Conditions

60 The Employer relies on a report prepared by Conference Board of Canada ("CBoC") Chief Economist outlining British Columbia's economic climate. The Employer seeks to have Mr. Antunes recognized as an expert in the areas of economic and economic forecasting, submitting that CBoC is a well-experienced and respected macro-economic forecaster, and providing a copy of Mr. Antunes' Curriculum Vitae. Mr. Antunes' qualifications are not disputed. I accept his status as an expert for this purpose in this proceeding.

61 The Employer summarizes Mr. Antunes' conclusions with respect to the British Columbia economy and job market "at a high level" as follows:

a) British Columbia's trade dependent economy remains subdued amid weakening global demand and escalating trade tensions. Real GDP rose by only 1.1% in 2024 and economic growth is expected to remain modest through 2027. This marks a sharp contrast to the post-pandemic boom and falls short of pre-pandemic performance levels.

b) At a national and international level, economies are operating in a fragile environment. Global economic growth is showing signs of broad-based weakness in 2025, and prospects have deteriorated for 2026 and 2027. Canada remains near recession, with trade policy uncertainty amplifying existing headwinds from slower global growth. British Columbia's downside risk is amplified by the province's exposure and reliance on global trade flows.

c) British Columbia's labour market has loosened markedly and clearly cooling. The rapid post-pandemic rebound has given way to a labour environment marked by slower hiring, rising unemployment and more measured wage gains.

d) Following the high inflationary period between 2022 and 2024,

inflationary pressures are easing to the Bank of Canada's 2% target level. Inflation in British Columbia is projected to average 2.3% in 2025, before falling to 1.8% in both 2026 and 2027.

e) Wage data shows a clear cooling after two years of strong gains. Wage growth has slowed sharply to below 1.5 % year-over-year in mid-2025 after strong gains in 2023-24, consistent with softer labour-market conditions. Looking ahead, it is expected that wage growth in British Columbia will track slightly above inflation in 2026 and 2027, rather than running ahead of it as it did in previous years.

f) As of October 2025, the unemployment rate has climbed to 6.6%, up from 5.8% a year earlier and 6.4% the month prior, signalling a weaker labour-market.

g) British Columbian's have experienced consistently strong purchasing power with historical wage rates outpacing inflation. Real personal income per capita has outpaced the national trend, with British Columbia standing well above the national average and only trailing Alberta. Purchasing power is expected to strengthen indicating that British Columbian's have been and will continue to be able to support higher costs with meaningfully higher real earning.

62 In addition to this report, Mr. Antunes provided further commentary in a supplemental report dated December 16, 2025, written in response to the Union's interest arbitration brief. In it, he raises a number of issues with the statistics relied on by the Union including that changes in the average hourly wage are not an appropriate comparator to guide range increases in base wages and that the CBoC's compensation planning survey better aligns with wage rate increases being discussed in this arbitration, and reports 2.6% for 2026 amongst other things.

B. Union's Position Regarding Economic Conditions

63 The Union points to recent Bank of Canada material reporting CPI inflation at 2.4 percent in September 2025, core inflation around 3 percent, and projected CPI of roughly 2.1 percent annually in 2026 and 2027, which it characterizes as implying a compounded CPI increase of at least 6.3 percent over the three-year term. It submits that general CPI understates the pressure on below-average-income households, pointing to BC CPI data showing that the cost of food and certain essentials (such as health and personal goods) is rising materially faster than the general CPI. As stated by Mercer's 2026 compensation report, shelter and food

costs continue to rise sharply year-over-year, putting pressure on household budgets. The BC Stats Consumer Price Index dated November 17, 2025, reports that, while general CPI is running at 2% year over year, the price of food has increased by 3.2% and health and personal goods by 3.5%.

64 The Union emphasizes that the Bank of Canada also reports that residential mortgage rates remain elevated at 4.39% as of September 2025, at nearly double the January 2022 rate. Consumer credit has followed a similar path, remaining elevated at 6.28% as of September 2025. Moreover, these general figures do not account the fact that many households in the income range of our membership do not have access to preferred credit rates, so that much of their borrowing is at the far higher rates charged on consumer credit cards

65 In the Union's submission, the CBoC report relied on by the Employer mirrors several of the same factors the Union has raised, including that individuals are facing high borrowing costs well above the pre-pandemic levels and are now renewing mortgages at higher interest rates. The Union notes that it acknowledges that population growth will slow with fewer migrant workers entering the labour force.

66 The Union also points to the Eckler Compensation Planning Survey Press Release, October 16, 2025, which states that Canadian organizations are reportedly planning average base salary increases of 3.3% in 2026 (excluding salary freezes), and that the highest planned increases are in Alberta and British Columbia (3.4%). According to the Union, similar estimates of a 3% general wage increase have been made by Mercer and the Conference Board of Canada, with the Conference Board also noting that it expects the labour market to tighten over the next two years, pushing increases higher in that period. Further, the Union cites the Statistics Canada Labour Force Survey for November 2025, which it says found that average hourly wages continued to grow by 3.6% year over year.

VI. COMPARATORS

A. Employer's Position

67 The Employer stresses that the only relevant comparators are from the airport security sector in which it operates.

- 68 The Employer asserts that there are two distinct but important comparator groups in this sector: major airports in large urban centres such as Toronto, Calgary, Edmonton, Ottawa, Winnipeg, Regina, Saskatoon, and Halifax; and smaller non-IAM airports in the Pacific Region located in communities such as Kamloops, Abbotsford, Whitehorse, and Quesnel. According to the Employer, these smaller airports are particularly relevant because they are geographically close to the Airports.
- 69 The Employer observes that few airport security collective agreements have settled for any of the years at issue, namely 2025, 2026 and 2027. Specifically, the Employer points out that only the airports in Winnipeg, Regina, and Toronto have wage settlements for 2025. Toronto is the only agreement that has settled for 2026, and no agreements in the Canadian airport security sector have settled for 2027.
- 70 In respect of wages, the Employer indicates that the Winnipeg and Regina agreements should be given greater weight because they involve the same employer.
- 71 In the Employer's submission, the Toronto settlement is distinguishable for many reasons, including that it was concluded in July 2024 at a time when inflation and CPI were higher and the unemployment rate was lower. Moreover, the Employer emphasizes that settlement preceded the tariff and trade uncertainty that have weighed on the economy, especially in British Columbia. These conditions, it says, led to extraordinary wage adjustments that are atypical for the airport security industry, where the Employer asserts annual increases generally remain below 3%.
- 72 The Employer points to the September 2022 interest arbitration award I issued between the Union and the previous employer, in which I found it appropriate to deviate from prior pattern bargaining between Toronto and Vancouver and awarded wage increases in Vancouver that were higher in the 2021-2023 years than the correspondence increases in the Toronto agreement (*Allied Universal Security Services v International Association of Machinists and Aerospace Workers, Transportation District 140* (unreported), September 28, 2022, the "2022 Award"). The Employer asserts that part of the justification for departing from the rates established in Toronto in the 2022 Award was that the Toronto settlement had been issued under different economic circumstances—namely, during the depths of the COVID-19 period. The Vancouver agreement, by contrast, was awarded during a period of swift and vigorous economic rebound and higher, projected inflation, which at the time was a dominant consideration affecting employees' immediate cost of living.

73 The Employer submits that, given the limited airport security market and finite agreements to assess the Parties' wage proposals, in addition to economic forecasts and the general security industry in British Columbia, recent federal private sector settlements negotiated in the current economic climate may also be helpful in assessing the Parties' wage proposals.

B. Union's Position

74 The Union argues that Toronto is the closest and most appropriate comparator for this Collective Agreement and that there has been a historical pattern of approximate wage parity between the Toronto and Pacific Region units, especially for Level 3.3 and 3.4 Screening Officers who make up the large majority of the workforce in both locations.

75 In support of this, the Union relies on a wage-history document in which VRSC/COLA/LEAP amounts are rolled into the wage scales for all years so that Toronto and Pacific Region rates can be compared on a like-for-like basis.

76 The Union stresses that the Toronto airport is the most recent agreement in this sector in Canada, having been awarded in September of 2024. While the Union notes that the Employer proposes Winnipeg and Regina as more appropriate comparators, it emphasizes that those agreements were concluded several years ago, in September 2022 and May 2022, respectively, and that those parties have not had the opportunity to bargain in a similar timeframe.

C. General Ruling on Comparators

77 I am not persuaded that the divergence in the nominal numbers for the last Toronto settlement (in relation to YVR) disqualifies Toronto as the historical comparator for YVR. I note that the Toronto settlement effectively levelled Toronto up to the last Vancouver settlement, given that the previous Toronto agreement undershot inflation. While there is no lockstep pattern of bargaining outcomes, I find that relative parity in wage and benefit increases between the two airports remains the prevailing trendline.

VII. THE ECONOMIC AND BUSINESS REALITIES OF THE EMPLOYER

78 The Employer in this case does not suggest it is unable to pay the wage rates proposed by the Union. Rather, it asserts that it has not experienced significant difficulty recruiting or retaining personnel and that its proposals are in line with what other similarly situated individuals earn in the industry.

79 According to the Employer, the outstanding Union proposals include a high number of monetary proposals that would, if accepted, broadly enhance compensation for the bargaining unit, including: longer breaks, enhanced overtime payments, higher daily per diems for out of town assignments, significant increases to benefit levels, increases to pension contributions, higher than market increases to wage levels, and the reintroduction of a COLA clause. The Employer asserts that these requests, taken together, would represent a staggering increase in costs. In its submission, it is inconceivable that these proposals could have been agreed to in free collective bargaining. The Employer urges that proposals be considered as a whole, taking into account their overall impact on employees' total compensation package.

80 The Union points out that the Employer has explicitly disavowed any reliance on its CATSA contract and has not disclosed that contract, relying on earlier arbitral commentary that CATSA agreements include annual compensation escalators and may contain flow-through provisions for wage costs, to submit that no finding of inability to pay should be made in the absence of contrary evidence.

VIII. GENERAL APPLICATION OF INTEREST ARBITRATION PRINCIPLES TO THE PRESENT DISPUTE

81 The principles governing this award have been set out earlier and need not be repeated here. Suffice it to say, interest arbitration is a conservative mechanism designed to replicate, as closely as possible, the agreement parties would likely have reached through free collective bargaining, taking into account all relevant principles.

82 The Parties in this case have brought a high number of proposals to interest arbitration. However, interest arbitration is intended to supplement and assist

the Parties' collective bargaining relationship, not supplant it.

83 As discussed more fully in the issue-by-issue analysis below, many of the proposals advanced by the Parties in this proceeding are properly characterized as “breakthrough provisions.”

84 Numerous arbitrators have held that interest arbitration is not the venue for introducing “breakthrough” provisions into a collective agreement – that is, provisions that deviate from the normative baseline as measured against the terms of the current collective agreement (as opposed to comparable agreements) (*ATCO Electric Ltd. v Canadian Energy Workers Association*, 2019 CanLII 118292 (AB GAA), at pp. 5-6 (P.A. Smith) {“ATCO Electric”}, citing *Honeywell Limited and Unifor, Local 636, Re*, 2016 CanLII 19769 (AB GAA), at para. 29 (Anderson) (“Honeywell”) and *The Building Union of Canada v McMaster University*, 2015 CanLII 1349 (ON LRB), at para. 8 (“McMaster University”); *Edmonton (City) v Edmonton Police Association*, 2023 CanLII 49309 (AB GAA), at para 57 (Asbell) citing *Operative Plasterers and Cement Masons’ International Union, Local 919 v Construction Labour Relations Assn. of British Columbia* (2006) 84 CLAS 140, at para. 8 (Lanyon).

85 A conservative approach also recognizes that major breakthroughs are difficult to achieve in free collective bargaining. When faced with the headwind of a resistant counterparty, each side typically makes compromises at the end of a dispute that involve less change than they originally hoped for. Thus, interest arbitrators only award breakthrough proposals where there is a demonstrated need for such changes.

86 The arbitral jurisprudence is clear that the party seeking the breakthrough provision bears the onus of demonstrating the need for it and that this requires clear and objective evidence beyond their subjective desires or projected cost savings. Further, in cases where arbitrators have found the evidence supports this kind of change, it is usually offset with a change desired by the other side to properly replicate the results of the normal give-and-take environment of collective bargaining: *ATCO Electric* at pp. 5-6 (P.A. Smith), citing *Honeywell* and *McMaster University*; *Morningstar* at pp. 20-21 citing *Participating Hospitals v O.N.A.*, [2007] OLAA. No. 101 (Albertyn); *Edmonton Police Association* at para. 69 citing *AUPE v Covenant Health (St. Therese Villa)*, (unreported), June 4, 2014, at p. 4 (Kanee).

87 Interest arbitration is a poor substitute for actual bargaining. If the Parties want to make substantive changes to their Collective Agreement, not just conservative, incremental ones, they will have to learn to bargain them. The

fact that there were so many outstanding proposals when the Parties were on the brink of a labour dispute demonstrates, in my view, a fundamental breakdown in the collective bargaining process. I encourage the Parties to do the hard work next round of dropping and revising proposals in order to hone in on the key issues and achieve real change in those areas.

IX. ISSUE-BY-ISSUE ANALYSIS

88 With those principles in mind, I now turn to an issue-by-issue analysis of the outstanding items from bargaining, setting out the Parties' positions and my ruling on each. I conclude with a summary of these findings.

A. Article 2 – Scope and recognition

89 Two sub-articles within Article 2 remain open, Article 2.01 and Article 2.09.

Article 2.01

90 Article 2.01 sets out the scope and recognition of the Union as the sole bargaining agent for the bargaining unit employees, as it was described in previous certification orders issued by the CIRB.

91 However, as noted earlier in this award, the CIRB issued new certificates on June 14, 2024, and July 29, 2025, the latter of which is subject to an application for reconsideration by the Employer, which remains pending before the CIRB at the time of this decision

92 There is no disagreement that in the proceeding leading to the July 29, 2025, certification order, the Parties disagreed about the appropriate description of the bargaining unit. During that proceeding, however, the Parties ultimately reached an agreement on the bargaining unit description.

93 The certification order subsequently issued by the Board, however, included the language proposed by the Union in its initial application—not the language ultimately agreed to by the Parties. This is the basis for the Employer's application for reconsideration.

94 The differences between the Parties' proposals, as set out below, primarily relate to this ongoing dispute over the definition of the bargaining unit.

Union's Position on Article 2.01

95 The Union proposes that the language of the currently valid Board certification orders be incorporated into Article 2.01 and that a reference to the new Line Lead position be added to provide clarity around their inclusion in the unit as follows:

2.01(a) The Company recognizes the Union (IAMAW) as the sole Bargaining Agent for all employees of Paladin Airport Screening Services 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 **and Lead Screeners**, excluding service delivery managers and those above the rank of service delivery manager. (Note: Each Airport location is a distinctive Bargaining Unit and Certification).

(b) The Company recognizes the Union (IAM) as the sole Bargaining Agent for all employees of Paladin Airport Screening Services Ltd. engaged in security screening, including the screening of passengers, baggage, airport employees, non-passengers, vehicles and cargo at Vancouver International Airport, Richmond British Columbia including Point Leaders, Lead Screeners and Screening Contractor Training Representatives, excluding service delivery managers and those above the rank of service delivery manager.

Point Leaders, **Lead Screeners and Line Leads** 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, **Lead Screeners and Line Leads** 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~~ **June 14, 2024 and July 29, 2025**, 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.

96 The Union contends Article 2.01(a) should be amended in future to align with the certification order ultimately issued by the CIRB for the SCTR group in Vancouver.

Employer’s Position on Article 2.01

97 The Employer proposes what it characterizes as a “simplified” recognition clause that refers to the CIRB Orders without including a specific description of the bargaining unit as follows:

The Company recognizes the Union (IAM) as the sole Bargaining Agent for all employees of Paladin Airport Screening Services Ltd. as set out in CIRB Orders 11948-U-11958-U.

98 The Employer proposes striking through the entire clause about Point Leaders being able to screen, which it says gives effect to the reality that the Point Lead position at the Vancouver International Airport was eliminated in 2012. It notes that existing Point Leads were essentially “red circled” to keep certain premiums, but that Point Leads currently perform the exact same duties as the Screening Officers and so the paragraph proposed to be struck is no longer applicable.

Article 2.09

99 Article 2.09 presently states that:

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

Employer's Position on Article 2.09

100 The Employer proposes to delete Article 2.09, once again arguing that the distinct terminology is no longer necessary given the evolution of duties and the settlement language obligating Point Leaders/Lead Screeners to perform Screening Officer work as required. It argues that continuing to describe Point Leaders as a separate group in the scope clause is misleading and unnecessary and submits that Article 2.09 serves no ongoing purpose given that the duties are now aligned.

Union's Position on Article 2.09

101 The Union opposes the Employer's proposed deletion of Article 2.09 and the elimination of explicit reference to these titles on the grounds that doing so would obscure the status of those positions and sit uneasily with the continuing Minutes of Settlement that govern them.

102 The Union's proposal is to add Line Lead to the language:

All references to Point Lead(s) are interchangeable with the terms Lead, ~~or~~ Lead Screeners **or Line Leads**.

Ruling on Articles 2.01 and 2.09

103 After careful consideration, I find that a simplified recognition clause referring directly to the CIRB orders is consistent with replication and makes sense given the pending reconsideration application.

104 I accordingly award the Employer's simplified recognition clause to replace the existing first paragraph of Article 2.01. However, I order that the following language in Article 2.01 be retained:

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~~ **June 14, 2024 and July 29, 2025 (or with the reconsideration or appeal decision of those orders)**, 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.

105 With respect to the second issue, I find it appropriate to add Line Leads to Article 2.09 as proposed by the Union, so that the clause provides that the terms “Point Leads”, “Lead Screeners” and “Line Leads” are interchangeable and form part of the bargaining unit, with any necessary conforming changes (for example in Article 9.02(b)).

106 I find this change to be consistent with the evolution of the Parties’ approach to these positions, and the likely outcome of free collective bargaining in all the circumstances.

B. Article 5.07(a) and (b) – Union Representation

107 Article 5 is the “Union Representation” provision. Under the current Article 5.07, the Company funds one full-time Chief Shop Steward (also known as the Shop Committee Chair) in Vancouver.

108 In other locations outside of Vancouver, Union representatives normally work their regular Screening Officer shifts and obtain ad hoc release, subject to operational requirements, to perform representational duties.

109 While the Parties have reached agreement on a number of non-monetary amendments to this provision, a dispute remains over the Union’s proposal to add an additional full-time, Employer-funded, Shop Committee representative in Vancouver, and to provide one scheduled day a week for the Shop Committee Chairs in Victoria and Kelowna to carry out their union duties without loss of wages.

Union's Position on Article 5.07

- 110 The Union argues that the current paid-release structure was calibrated to a much smaller complement of employees and now results in representatives outside Vancouver trying to juggle regular line work with substantial committee and representational obligations, often having to seek piecemeal release and disclose the nature of their union duties to management.
- 111 The Union indicates that the number of bargaining unit members employed at the Vancouver airport has almost doubled – from 700 in 2012, when the current provisions were added, to around 1300 today. Similarly, it says membership at Victoria has grown from about 70 to 130, and from about 71 to 125 in Kelowna.
- 112 In the Union's submission, its proposed amendments are not properly viewed as monetary gains, because union work is already Employer-paid when it occurs. Rather, the Union characterizes this as a reorganization of existing paid time into predictable blocks to enable more efficient scheduling of both union work and Company operations. The Union notes that the timely resolution of grievances, shift-bid issues and joint committee matters benefits both Parties.

Employer's Position on Article 5.07

- 113 The Employer advocates for Article 5.07 to remain unchanged.
- 114 It emphasizes that the current language already provides the Union with extensive Employer-paid release rights, including a fully funded bargaining committee, which it characterizes as more generous than arrangements at comparator airports such as Calgary, Edmonton and Saskatoon.
- 115 Further, the Employer argues that creating scheduled full-time or weekly positions in Victoria and Kelowna would add new, non-trivial financial and operational obligations, because investigative and disciplinary meetings are inherently unpredictable and will still require paid release for other stewards even when the designated Chairs are not on duty.
- 116 In the Employer's view, the Union's attempt to aggregate all representational time and equate it to one or more full-time positions misconceives the nature of episodic committee work, which often involves multiple representatives at concentrated times.

Ruling on Article 5.07

117 I conclude this proposal constitutes a breakthrough item the Union would have been unlikely to have achieved in free collective bargaining—at least not without a balancing concession.

118 I accept that granting it would result in increased costs for the Employer, especially given the unpredictability of when Union work is required, and find it unlikely the Union would have been prepared to give up entitlements elsewhere in the Agreement in order to achieve this change.

119 For those reasons, I decline to grant this proposal.

C. Article 12.04 – Company-wide transfers

120 Canada-wide transfers within the Employer are addressed at Article 12.04 of the Collective Agreement, which provides that employees may submit a Letter of Preference identifying the site to which they would like to transfer, but provides no preferential advantage or guarantee of placement there.

Union's position on Article 12.04

121 The Union's proposal seeks to insert language stipulating that bargaining unit employees who wish to transfer job locations within Canada are given preference over external candidates, subject to qualification requirements as follows:

~~In the event~~ **Where** the Company **is or** 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.

Whenever a position becomes vacant, the Company will first consult the file containing Letters of Preference, prior to hiring externally. 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 their Region, the Company will not be responsible for any costs associated with the relocation. The employee will transfer their Company Service for vacation entitlement and placement upon the established pay grid for the applicable classification/position under that Collective Agreement. The employee will establish a new seniority date at the new Site, based on the day they commence employment at that Site.

122 The Union characterizes the change as an administrative modernization rather than a monetary gain, arguing that a transparent, seniority-based mechanism for accessing opportunities in other PASS regions is consistent with the maturing of the Employer's national footprint, and with the approach to intra-Pacific transfers already embedded in the Collective Agreement.

Employer's Position on Article 12.04

123 The Employer expresses concern that a formalized right to transfer could constrain its staffing flexibility across contracts and potentially introduce unanticipated cost and operational complexity.

124 The Employer maintains that the existing language provides it with adequate discretion to consider transfers as business needs allow, and that there is no demonstrated need to move to a codified, seniority-driven scheme for movement within Canada.

Ruling on Article 12.04

125 I find on the submission that this is not a high priority item in this round of bargaining. Applying replication theory, I find it unlikely the Union would have made the necessary trade offs to secure this change in the renewed Collective Agreement had bargaining continued. On that basis, I decline to award this proposal.

D. Article 17 – Hours of work and overtime

126 The Parties have a number of outstanding proposals to change various clauses in Article 17, the Hours of work and Overtime provisions.

Articles 17.01, 17.06 and 17.13 – Addition of Gender and Bilingualism to Shift Scheduling

127 The Employer seeks to introduce gender and bilingualism as additional criteria that may be considered in the assignment of shifts, specifically in respect of the following Articles:

- Article 17.01(b), wherein shift preference is bid based on an employee's classification seniority and qualifications
- Article 17.06, which sets out the process for filling of vacant lines and additional shifts; and
- Article 17.13, which sets out the Shift Trade / Shift Give Away Policy.

Employer's Position on Articles 17.01, 17.06 and 17.13

128 The Employer characterizes its proposals as modest and says they are required to facilitate compliance with operational requirements imposed by CATSA, as well as its statutory obligations under the *Official Languages Act* and applicable regulations.

129 With respect to gender, the Employer stresses that each shift must include Screening Officers of both genders to ensure that same-gender searches can be conducted when a passenger refuses to consent to an opposite-gender physical search without delaying or denying boarding. The Employer disputes the Union's contention that a swab test can be substituted when a physical search is indicated.

130 The Employer contends that the current system, under which it may pay additional employees or make other ad hoc adjustments to secure coverage, meets these needs, is inefficient and undermines operational predictability. For example, the Employer states that in Fort St. John, the last shift bid resulted in two days per week with no male Screening Officers scheduled, thus requiring additional overtime to meet operational needs.

131 The Employer points to other agreements that include gender requirements in scheduling, including those at the Calgary, Ottawa, and Regina airports.

132 With respect to bilingualism, the Employer notes that the *Official Languages Act* requires screening services be provided in both official languages at airports where there is a significant demand for services in the minority language. Significant demand is defined as where 5% or more of the public

demand services in the minority language, at airports with one million or more passengers, or at airports located in the provincial capital.

133 According to the Employer, the airports that require bilingualism (Vancouver, Victoria and Kelowna) frequently struggle to maintain adequate bilingual coverage, achieving full compliance only about 50% of the time. The Employer asserts that including bilingualism as a qualification in shift preference enables it to meet its obligations by ensuring that bilingual employees are appropriately scheduled, thereby avoiding non-compliance. It disputes the Union's contention that the lack of bilingual bid lines indicates that bilingualism is no longer needed in screening lines, highlighting that the Union's recalcitrant refusal to cooperate is the reason.

134 The Employer points to other comparator agreements that include language contemplating bilingual service requirements to better assist and ensure the necessary bilingual service levels are met, including the Calgary, Edmonton, Winnipeg, Regina and Saskatoon agreements. It notes the Ottawa agreement also contains bilingual considerations with respect to layoff.

Union's Position on Articles 17.01, 17.06 and 17.13

135 The Union strongly opposes adding gender or bilingualism as criteria that can negate existing seniority rights in the selection or assignment of shifts.

136 The Union emphasizes that all Screening Officers are trained to conduct pat-downs on passengers of any gender, asserting that the CATSA policy allows opposite-gender searches with consent or alternative screening by explosive trace swab. In its submission, situations where a passenger is unable or unwilling to be searched by the available officer are extremely rare.

137 The Union says that the Employer has not demonstrated need because it did not provide the CATSA contract provision requiring bilingual service.

138 The Union questions the fact that the proposals contain no definition of "gender" and no thresholds or staffing standards that would limit how frequently or extensively the Employer could rely on it. The Union expresses concern about the impacts on non-binary and transgender employees, citing a recent accommodation case in which a trans employee experienced intrusive questioning and difficulties in relation to physical-search duties.

139 The Union also points out that most comparator agreements cited by the Employer do not contain gender-based language and maintains that any

limited practices that may exist to ensure gender mix can be managed through scheduling and staffing, not through a general contractual qualification.

Ruling on Articles 17.01, 17.06 and 17.13

140 In my view, the Employer has failed to establish a demonstrated need for the changes being sought through these proposals. I accept the Union's submission in this regard, particularly in view of CATSA's rules concerning same gender screening.

141 While I accept the Employer's proposals, if implemented, could lead to staffing cost reductions, this fact alone is insufficient to justify such a marked departure from the *status quo*.

142 The Employer has borne these costs to date. To alter these provisions now, in the context of interest arbitration, would in my view constitute a breakthrough item without a corresponding benefit, contrary to established principles of interest arbitration.

143 As I have stated throughout, the Employer will need to bargain such changes in the normal *quid pro quo* of free collective bargaining if it deems the changes worthy of other trade-offs in the Agreement.

144 I decline to grant the proposals.

Article 17.03 – Breaks

145 Article 17.03 of the Collective Agreement sets out employees' entitlement to breaks:

- Articles 17.03(a)-(f) set out the length of an employee's break entitlement and when in a shift these breaks will be provided.
- Article 17.03(g) provides that if an employee's thirty minute break is not granted until the last half hour of the shift, they may leave at the start of their break.
- Article 17.03(h) sets out a penalty clause should the Employer fail to administer breaks within the provisions and a break is missed. That penalty is that the duration of the employee's missed break is paid at double time.

146 The Union has proposed changes to Articles 17.03 (a)-(f), (g) and (h) as
 well as proposed new language be added to the Collective Agreement as
 Articles 17.03(j) and (i).

147 The Employer proposes that Article 17.03(g) be deleted from the Collective
 Agreement.

148 Each is discussed in turn below.

Article 17.03(a)-(f) – Increase to Break Times

149 The Union proposes that five minutes be added to the break times set out
 in Article 17.03(a)-(f) as set out below:

a) Employees ~~(who work)~~ **scheduled** four (4) hours or less
 in a day will be entitled to one (1) ~~(fifteen (15))~~ **twenty (20)**
 minute paid break.

b) Employees ~~(who work)~~ **scheduled** more than four (4)
 hours in a day will be entitled to two (2) ~~(fifteen (15))~~ **twenty**
(20) minute paid breaks.

c) Employees ~~(who work)~~ **scheduled** six (6) hours in a day
 will be entitled to a ~~(thirty (30))~~ **forty (40)** minute paid meal
 break to be taken between the third (3rd) and fourth (4th)
 hours and one (1) ~~(fifteen)~~ **twenty (20)** minute paid break to
 be taken between the second (2nd) and third (3rd) hours.
 Break timing may be altered due to emergency situations
 and abnormal situations that may arise from time to time.

d) Employees ~~(who work)~~ **scheduled** eight (8) hours in a
 day will be entitled to a ~~(thirty (30))~~ **forty (40)** minute paid
 meal break to be taken between the fourth (4th) and sixth
 (6th) hours and two (2) ~~(fifteen (15))~~ **twenty (20)** minute paid
 breaks to be taken between the second (2nd) and fourth
 (4th) hours and the sixth (6th) and eighth (8th) hours. Break
 timing may be altered due to emergency situations and
 abnormal situations that may arise from time to time.

e) Employees ~~(who work)~~ **scheduled** ten (10) hours in a day
 will be entitled to one (1) ~~(thirty (30))~~ **forty (40)** minute paid
 meal break to be taken between the fourth (4th) and sixth
 (6th) hours and three (3) paid ~~(fifteen (15))~~ **twenty (20)**
 minute breaks to be taken between the second (2nd) and
 fourth (4th) hours, the sixth (6th) and eighth (8th) hours and

the eighth (8th) and tenth (10th) hour. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.

f) Employees ~~(who work)~~ **scheduled** twelve (12) hours in a day will be entitled to one (1) ~~(thirty (30))~~ **forty (40)** minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and four (4) paid **twenty (20)** 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.

Union's Position on Article 17.03(a)-(f) – Increase to Break Times

150 The Union asks that Article 17.03 be amended to expressly add five minutes of paid time to the specified breaks at Vancouver, Victoria and Kelowna, which it says codifies existing practice in those three airports and would prevent the Employer's unilateral withdrawal of this existing practice through estoppel notices.

151 According to the Union, the practical need for the additional five minutes in order to allow employees to access their rest and meal periods is "beyond dispute." The Union objects to the Employer's depiction of short walking times and ready access to facilities, pointing to its own timed routes and to issues of break-room capacity that mean employees cannot always use the closest space.

152 The Union emphasizes that, given the locations of checkpoints and break rooms and the need in some cases to exit and re-enter the sterile area, a failure to recognize travel time effectively compresses employees' usable rest to a few minutes, particularly for shorter breaks.

153 The Union submits that for many years at Vancouver, and later at Victoria and Kelowna, the Employer and Union have operated on the basis that employees are effectively provided an additional five minutes on each scheduled break to account for the time required to leave the checkpoint floor, clear security (where necessary) and walk to lunch or break rooms.

154 In Vancouver, it says, the practice of providing employees with an additional 5 minutes on their breaks dates back to the loss of at-checkpoint break rooms in or about 2009, when Aeroguard and the Union walked the new layout, timed the distance, and agreed to add five minutes of travel time to the contractual break periods. It says similar arrangements have evolved in Victoria and Kelowna as access to on-site rooms has changed, and that this is limiting its proposal to additional break time only at the three airports where it asserts the practice is well established.

155 The Union indicates it previously brought this proposal to interest arbitration before Arbitrator Bell and that it was not awarded at that time. The Union points out that in her decision, Arbitrator Bell noted that although she was not prepared to enshrine the practice in the Collective Agreement at that time, she described the arranged as one that successfully “balances the needs of bargaining unit members to have a proper break in certain airports with the needs of the operation and the realities of providing the service hours to CATSA”: *G4S Secure Solutions (Canada) Ltd. and IAMAW District 140, Local 114*, Unreported, August 12, 2019 (Bell).

Employer’s Position on Article 17.03(a)-(f) – Increase to Break Times

156 The Employer challenges the Union’s portrayal of long travel times, asserting that most checkpoints have nearby break rooms or other locations where employees can use their breaks, that employees are not required to return to a designated room, and that employee-only security access is quick, with screening taking at most two minutes in random cases.

157 While the Employer acknowledges that there was a historical practice of providing an extra five minutes on breaks in Vancouver, it says this was provided as a gratuitous management practice rather than a negotiated right. According to the Employer, it ended that practice just over a year ago, with formal notification to the Union provided on October 3, 2024.

158 The Employer submits that employers should not be penalized for extending gratuitous benefits, and those benefits should not be extended to other airports that have never received that benefit, especially where the benefit constitutes a significant monetary item. According to the Employer, interest arbitrators have recognized estoppel notices issued prior to collective bargaining properly terminate past practices, and that those practices are not binding in subsequent agreements: *Re Cascadia Terminal and Grain*

Workers' Union, Local 333 (2004), 123 LAC (4th) at pp. 411-412 (CA LA) (Ready) ("*Cascadia Terminal*").

159 In the Employer's submission, when an estoppel notice is served, the other party has the option of seeking to negotiate the practice at issue as a term of the Collective Agreement. The Employer asserts that the Union is attempting to do so here without offering anything in exchange. It says that, given the proposal's high cost, it is highly unlikely that a trade-off was possible.

160 The Company disputes that similar practices have been consistently in place in Victoria and Kelowna, pointing out that the Union has provided no sworn or documentary evidence of any binding agreement to extend break lengths beyond those in the Collective Agreement.

161 The Employer contends that comparator airport agreements do not support additional paid travel time, noting that only Toronto provides explicit travel time and then only on the longer meal break in a much larger facility. The Employer acknowledges that a few agreements do provide for 20-minute breaks, but points out that most including Toronto, Regina, Saskatoon and other non-IAM airports only provide 15-minute breaks.

162 The Employer stresses that break lengths are not standardized across comparator agreements and that, although a few provide 20-minute breaks, most—including Toronto, Regina, Saskatoon, Halifax and the non-IAM Pacific Region airports—continue to provide 15-minute breaks. For those reasons, it argues the proposal ought not to be granted.

Ruling on Article 17.03(a)-(f) – Increase to Break Times

163 While the Parties certainly differ on their versions of the facts, there can be no dispute that employees are entitled to timely washroom breaks when needed.

164 It is also beyond dispute that employees are entitled to utilize breaks—certainly meal periods—to eat and rest. Employees should not have their breaks significantly disrupted by the layout and properties of the Employer's facilities.

165 I accept that employees at YVR have a lengthy walk to access washroom facilities. This fact was recognized by the Parties through a long-standing informal practice of granting employees an extra five minutes at YVR. It is

true that the Union sought to formalize this arrangement previously, and that Arbitrator Bell saw it fit to allow the informal practice to continue.

166 While I agree with the Employer's statement that it may provide estoppel notice to end practices that have not been incorporated into the Collective Agreement, respectfully, I disagree that a trade-off is necessarily required to maintain the *status quo* through an interest arbitration process.

167 The Employer points to *Cascadia Terminal* in support of that proposition. In that case, I note the Employer had similarly given estoppel notices to end several practices. Arbitrator Ready did not hold that the Union was required to make concessions in order to preserve those practices. He labelled the Employer's approach of ending so many longstanding practices as "aggressive" and ordered the Parties to "meet and attempt to agree upon changes in the Letters of Understanding and past practices, upon receipt of" the award. He retained jurisdiction over any outstanding items, indicating he would decide those matters through written submission on an expedited basis, and stipulating that:

The terms of reference for the procedure will take into consideration: the purpose of the practice or Letters of Understanding; *the impact of removing or continuing the practice or Letters of Understanding; the continued need for such practice or Letters of Understanding, the day-to-day efficiency of the operation, and the impact on employees.*

(Emphasis added)

168 Returning to the facts of the present case. I accept that the *status quo* at YVR was for employees to be given an additional 5 minutes on their break times to ensure they had adequate time to use the facilities and actually take a break. I find this benefit has been recognized and accommodated for quite some time there, and given the importance of both bathroom and rest periods, it is appropriate to enshrine an additional 5 minutes for breaks at YVR, as proposed (in part) by the Union.

169 I decline to extend the breaks for employees working at other airports covered by the Collective Agreement on the basis that creating a new and enshrined practice outside of YVR would constitute a breakthrough item. As with all other proposals that are not incorporated into this award, the Parties are free to bring forward proposals on this issue in future rounds of

bargaining, and, in the event the matter resurfaces before an interest arbitrator, to call evidence and have the disputed facts determined.

Article 17.03 (a)-(f) – Change Employees “Who Work” to Employees “Scheduled”

170 In addition to the above-discussed changes to Article 17.03(a)-(f) sought by the Union in this proceeding, the Union also proposes that the words “who work” in those provisions, which are used to describe employees to whom the provision applies, be changed to the words “are scheduled” to eliminate the potential that the Employer pro-rates break entitlements for employees who do not work their entire shift.

171 For clarity, I reproduce the Union’s proposal for Article 17.03(a) below as a demonstrative example:

- a) Employees ~~who work~~ **scheduled** four (4) hours or less in a day will be entitled to one (1) ~~fifteen (15)~~ **twenty (20)** minute paid break.

Union’s Position on Article 17.03(a)-(f) – Change Employees “Who Work” to Employees “Scheduled”

172 According to the Union, the Employer has indicated that it believes it has the right under the existing language to prorate employees’ break entitlements if they are late or otherwise do not work their full shift. While the Union does not believe the Employer’s position is permissible under the existing language, it says that, out of an abundance of caution, it seeks this change to negate the potential loss of break time to the Union’s members. According to the Union, this issue was judged to be “too high a risk to leave to grievance arbitration” and it seeks this change to clarify and enshrine members’ established rights.

Employer’s Position on Article 17.03(a)-(f)-- Change Employees “Who Work” to Employees “Scheduled”

173 The Employer objects to the Union’s proposed change and denies the

suggestion that it ever advised the Union that it intends to pro-rate break times if an employee arrives late for their scheduled shift. It states that the only thing it has communicated is its intention to rely on the express language of the Collective Agreement regarding breaks. For example, if an employee is scheduled for 8 hours but works only 6, they will receive breaks based on a 6-hour shift.

174

The Employer submits that, given the Union's confidence in its interpretation of the existing language, and the fact that its proposal is based on pure speculation, any future dispute over what the language means is better left to grievance arbitration. In the Employer's view, it is unreasonable to rewrite the Collective Agreement based on assumptions about actions a party may take in the future.

Ruling on Article 17.03(a)-(f)-- Change Employees "Who Work" to Employees "Scheduled"

175

I see no basis to modify the existing language, particularly given that the rationale underlying the Union's proposal is speculative. Should the Union take issue with the Employer's interpretation of the provision in future, it may bring a grievance challenging that interpretation at that time. I do not find there is appropriate basis to modify the language at this time and decline to do so.

Article 17.03(g) – Final Break Completion Before Last Half Hour of Shift

176

The Employer proposes that Article 17.03(g) be removed from the Collective Agreement. As noted above, this provision allows employees to leave at the start of their break if not granted until the last half hour of their shift.

177

The Union proposes that the existing Article 17.03(g) be amended so that employees who have *completed* their break within 30 minutes in the last thirty minutes of their scheduled shift are permitted to be excused from work immediately with pay to the end of the scheduled shift. The current provision reads that employees who have their have their paid break *administered* in the last 30 minutes are entitled to such.

Union's Position on Article 17.03(g)

178 The Union objects to the removal of Article 17.03(g) from the Collective Agreement. It asserts that during the course of the contract, the Employer has developed a new management practice under which it grants a break of a few minutes prior to the 30 minutes before the end of the shift, presumably in order to avoid having to excuse the employees from work with pay at the start of their break, pursuant to Article 17.03(g). The Union indicates that, when that happens, the Employer has required employees to return to the checkpoint at the end of their break period but has not put them back on the line for the remainder of their shift.

179 The Union suggests it is unreasonable to require an employee to wait idle until the end of their shift and then clock out for the day. It speculates that the reason for this practice is that the Employer does not get paid for the time an employee clocks out early.

180 To prevent infringement on this existing right, the Union proposes that the final break should be "completed" rather than "administered" before the last 30 minutes of the employee's shift in order to be eligible to leave early. In the Union's submission, this approach benefits both Parties, in that employees get their break in a more timely manner and the Employer's concern is met because it would be worth putting employees back on the line, and employees would clock out at their regular time, so that PASS would get paid for the entire length of the shift by CATSA.

Employer's Position on Article 17.03(g)

181 The Employer seeks to delete Article 17.03(g) to avoid the losses it asserts that it incurs when an employee is excused from work early but is paid for the remainder of the shift. According to the Employer, it is paid by CATSA based on the hours worked by employees, including existing break times currently provided for in the Collective Agreement, and that the cost of an employee who leaves work but is paid the remainder of their shift is borne entirely by the Employer.

Ruling on Article 17.03(g)

182 I find these are breakthrough proposals. I am not persuaded that either side has demonstrated a need to change or eliminate this language at this time and decline to grant either proposal.

Proposed Article 17.03 (h) – New Language: Breaks Not to be Merged

183 The Union seeks to add the following new provision:

h) Paid breaks and paid meal periods cannot be combined and shall not be diminished by an employee's bathroom use.

Union's Position on Article 17.03(h)

184 The Union asserts the proposed language should be included because, in practice, employees are sometimes told to use scheduled breaks in order to access the washroom, and this has led to situations where an entire rest period is consumed by travel to and from the washroom and queuing for facilities, particularly in busy terminals.

185 The Union notes it has an outstanding grievance alleging that PASS is improperly requiring employees to use their breaks to access the bathroom and points to broader concerns in the sector about reasonable bathroom access for screeners. In its submission, explicit protections are needed to ensure employees do not have to choose between basic bodily needs and meaningful rest, and to codify what it characterizes as the Parties' prior understanding that bathroom breaks occur without erosion of scheduled entitlements.

Employer's Position on Article 17.03(h)

186 The Employer opposes the Union's proposal, describing it as "breakthrough" language with no precedent in the industry.

187 It denies that there is any general practice of merging paid breaks or requiring employees to sacrifice break periods in order to use the washroom and points out that there are no grievances alleging a lack of access to bathrooms themselves. The Employer's view is that employees should ordinarily use the washroom during their scheduled breaks, but that if additional washroom breaks are needed, they may be granted without loss of pay. The Employer rejects the Union's assertion that there is a shared understanding that such breaks never affect scheduled break entitlements.

PASS also disputes the Union's characterization of bathroom access as a "flashpoint" in the industry and takes issue with the Union's use of comparators.

Ruling on Article 17.03(h)

188 As previously noted, there can be no dispute that employees are entitled to
a timely washroom break when needed. There can also be no dispute that
employees are entitled to utilize their breaks for rest.

189 I find there is insufficient evidence, however, that uncontrolled "merging" or
denial of bathroom access has become a systemic problem such that an
interest arbitrator should introduce novel language that is not anchored in
existing or recent practices or industry comparators. The more appropriate
route for resolving disputes about how specific supervisors have applied
Article 17.03, in my view, lies in the grievance arbitration process, guided
by existing health and safety and human rights obligations.

190 Accordingly, I decline to grant the Union's proposed sub-articles on
bathroom breaks and non-merging of breaks. I note, however, that the
Parties remain bound by the general obligation to administer the Collective
Agreement reasonably and in a manner that respects employees' basic
bodily needs.

Article 17.03(h) and (i) – Penalties for Delayed or Missed Breaks

191 The Union proposes to change the existing penalty by adding language that
would impose more severe consequences for delayed and missed breaks,
including higher compensation where breaks are not provided within
specified windows and stronger disincentives for systemic failures.

**h) Paid breaks and paid meal periods cannot be combined
and shall not be diminished by an employee's bathroom
use.**

**i) If an employee is not given a paid break or paid meal
break as set out in (a) through (f) above, the employee
shall be paid the following amount(s):**

DELAY	AMOUNT
0h01 - 0h30	\$50
0h31 - 1h00	\$75
1h01 - 1h30	\$100
1h31 - 2h00 or greater	\$125

Union's Position on Article 17.03(i) and (j)

192 The Union laments the lack of an escalating penalty structure for repeated failures to provide breaks, and an additional remedy where breaks are delayed or provided outside their prescribed windows beyond the existing double-time entitlement for missed breaks.

193 It argues that, in practice, the existing double-time remedy has sometimes been treated as a cost of doing business rather than a deterrent, and asserts that staffing and scheduling practices continue to generate situations in which breaks are pushed late or omitted.

194 The Union links this issue to its concerns about understaffing and to the Employer's recently expanded attendance management program, which it says sweeps in large numbers of employees and may mask the staffing dimension of missed-break incidents. In its view, stronger contractual penalties are needed to ensure compliance with break obligations and to protect employee health and safety.

Employer's position on Article 17.03(i) and (j)

195 The Employer rejects the characterization of missed breaks as a significant or systemic problem and points to its data showing that the percentage of missed breaks is very small relative to the total number scheduled.

196 It argues that there is "no advantage" to the Employer in paying double time for missed breaks and that such events typically result from the dynamic nature of airport operations, unexpected fluctuations in passenger volumes and absenteeism, not from deliberate scheduling choices.

197 The Employer notes that the Union has not produced grievances alleging widespread misuse of the existing penalty and that enhancing the remedy would impose additional monetary costs without demonstrable benefit,

effectively rewarding employees for rare, incidental scheduling failures. It therefore asks that the current language remain unchanged.

Ruling on Article 17.03(i) and (j)

198 The existing double-time remedy for missed breaks already represents a significant contractual penalty. On a replication analysis, I find it unlikely that the Parties would have agreed to materially escalate an already meaningful premium.

199 The information presented by both sides about the frequency of and/or reasons for missed or delayed breaks is contested and better addressed, in my view, through fact-specific rights grievances as opposed to the imposition of across-the-board, higher monetary penalties.

200 Accordingly, I decline to award the Union's proposal with respect to Article 17.03 (i) and (j).

New MOA – Shift Bid Modifications (related to Article 17.05)

201 The Employer proposes the following new Memorandum of Agreement relating to Article 17.05 - Shift Bid Modifications, to allow limited exceptions to the shift bid modification procedure for training delivered or required by CATSA for certification, recertification, or additional qualifications as follows:

This Memorandum of Agreement is entered into on a without

precedent or prejudice basis to specify the conditions necessary to modify an employee's schedule for the purposes of training.

Unless stated in this Memorandum of Agreement the terms and conditions of this Collective Agreement apply.

The parties recognize that from time to time an employee's schedule may need to be modified for training purposes directly related to certification, recertification, or additional qualifications related to

training delivered or required by the regulatory body (CATSA), the following provisions shall apply:

- 1. The training must be delivered by a CATSA**

Learning Performance Advisor (LPA), or such other CATSA employed trainer as may be designated by CATSA.

2. The Company will make every reasonable effort to post for 7 days to solicit volunteers before assigning employees (by reverse order of seniority) modified hours.
3. The Company will make every reasonable effort to avoid adjusting employees' shift start and/or stop time, however, if start and/or stop time changes are unavoidable, an employee's schedule may be modified (with no limitation on start or stop time), on a temporary basis. Where applicable, employees will be entitled to overtime pay. The Company will make its best efforts to provide not less than 7 days' notice of any shift changes for training purposes.
4. The Company will make every reasonable effort to avoid adjusting employees' shift and/or schedule (days of work / rest), however, if schedule changes are unavoidable, the Company will discuss with the employee before making modifications, on a temporary basis. The Company will make its best efforts to provide not less than 7 days' notice of any schedule changes for training purposes.
5. If an employee attends training on a scheduled rest day, their working days for the week will be modified based on discussions with the employee, and as decided by the Company. The Company will make reasonable efforts to implement training on an employee's regular workday, paid at regular time.
6. For training that occurs on a regularly scheduled day:
 - a. Employees will be paid for the length of their regular scheduled shift. The Company may require the employee to work their entire regular scheduled shift, provided they are deployable.
 - b. If the total time spent in training 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.

202 According to the Employer, its proposal addresses a critical operational challenge it currently faces with respect to ensuring employees receive mandatory training required by CATSA for certification, recertification, and additional qualifications. It says the current language permits only a 30-minute adjustment to shift start or stop times and prohibits changes to rest days. This, it says, is incompatible with CATSA's fixed training schedule, which offers sessions only at 6:00 a.m., 7:30 a.m., and 2:00 p.m., and only on certain days. For that reason, the Employer asserts that it requires greater flexibility for employees whose scheduled shifts fall outside these windows or whose rest days coincide with training.

203 In the Employer's submission, the proposed MOA introduces a narrowly tailored exception to Article 17.05, while still balancing employees' interests by providing as much notice as possible and compensating them appropriately.

Union's position on New MOA – Shift Bid Modifications

204 The Union's position is that no new Memorandum of Agreement (MOA) should be adopted, or alternatively, that the Union's proposal drafted and presented in bargaining to address the Employer's substantive issues should be implemented. That proposal is as follows:

Memorandum of Agreement – Scheduling Modifications for Training – Vancouver Bargaining Unit

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to specify the conditions necessary to modify an employee's schedule for the purposes of training.

Unless stated in this Memorandum of Agreement the terms and conditions of this Collective Agreement apply.

The parties recognize that from time to time an employee's schedule may need to be modified for training purposes directly related to certification, recertification, or additional qualifications related to training delivered by the regulatory body (CATSA), the following provisions shall apply:

- 1. The training must be delivered by a CATSA Learning Performance Advisor (LPA).**
- 2. Employees shall be provided with not less than seven (7) calendar days notice in writing, with a copy to the Union.**
- 3. Employee start/stop times will not be modified by more than two (2) hours. Employees with shifts commencing between 18:00 – 22:00 will not be modified by more than four (4) hours. An employee modified by more than two (2) hours shall be paid at a rate of 2.0 times their regular rate of pay. E.g an employee normally scheduled to work 18:00 – 02:00 that is modified to a 14:00 start will be paid 2.0 times their regular rate of pay from 14:00 – 16:00.**
- 4. Employee rest days will not be modified without the consent of the employee.**
- 5. If an employee attends training on a scheduled rest day, they shall be compensated in accordance with Article 17.07 and 17.08.**
- 6. For training that occurs on a regularly scheduled day:**
 - a. Employees will be paid for the length of their regular scheduled shift. The Company may require the employee to work their entire regular scheduled shift, provided they are deployable.**
 - b. If the total time spent in training 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.**
- 7. Any costs incurred by the employee for childcare and/or eldercare related to schedule modifications will be reimbursed to the employee on a receipted basis**

The Union acknowledges there may be a legitimate need to modify schedules in the context of training delivered by CATSA Learning Performance Advisors (LPAs), given the Employer's limited control over LPA availability and their standard daytime work hours.

206 However, the Union emphasizes that its members experience significant hardship when given fewer than seven days' notice of schedule changes. Thus, it proposes safeguards the Union says are consistent with existing provisions in the Collective Agreement governing training-related shift changes (Article 17.14) to balance respective interests. These protections, it states, include:

- a requirement for a minimum of seven days' notice (Article 17.14);
- a two hour restriction on changes to start and stop time, except for members working overnight shifts, where the Union was willing to agree to flexibility up to four hours, and;
- a bar on changes to an employee's rest days without consent (Article 17.14);
- costs incurred by the employee for childcare and/or eldercare related to schedule modifications will be reimbursed to the employee on a receipted basis.

207 The Union says it was willing to agree to four hours of flexibility for start/stop time for employees on overnight shifts (starting between 18:00 and 22:00) to accommodate LPA availability. According to the Union, this concession, was conditional on the Employer paying overtime rates for any changes exceeding two hours, recognizing the disruption such changes cause to employees' sleep schedules.

208 The Union rejects the Company's proposed expansion of the clause to include training by "a CATSA Learning Performance Advisor (LPA), or such other CATSA employed trainer as may be designated," arguing that all relevant training is already conducted by LPAs and that extending flexibility to unspecified trainers is unnecessary.

Ruling on New MOA – Shift Bid Modifications

209 The Parties' interests are so closely aligned that I find they would have arrived at an agreement recognizing that the Employer is able to alter schedules, with seven days' notice and premiums consistent with the Collective Agreement.

210 I find in favour of the Union's proposed language, save for an absolute prohibition on scheduling an employee on their days of rest and

compensation for child or elder care, as I cannot locate that benefit under the Collective Agreement. The language I have awarded is as follows:

**Memorandum of Agreement – Scheduling Modifications
1 for Training – Vancouver Bargaining Unit**

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to specify the conditions necessary to modify an employee's schedule for the purposes of training.

Unless stated in this Memorandum of Agreement the terms and conditions of this Collective Agreement apply.

The parties recognize that from time to time an employee's schedule may need to be modified for training purposes directly related to certification, recertification, or additional qualifications related to training delivered by the regulatory body (CATSA), the following provisions shall apply:

- 1. The training must be delivered by a CATSA Learning Performance Advisor (LPA).**
- 2. Employees shall be provided with not less than seven (7) calendar days notice in writing, with a copy to the Union.**
- 3. Employee start/stop times will not be modified by more than two (2) hours. Employees with shifts commencing between 18:00 – 22:00 will not be modified by more than four (4) hours. An employee modified by more than two (2) hours shall be paid at a rate of 2.0 times their regular rate of pay. E.g an employee normally scheduled to work 18:00 – 02:00 that is modified to a 14:00 start will be paid 2.0 times their regular rate of pay from 14:00 – 16:00.**
- 4. If an employee attends training on a scheduled rest day, they shall be compensated in accordance with Articles 17.07 and 17.08.**
- 5. For training that occurs on a regularly scheduled day:**
 - a. Employees will be paid for the length of their regular scheduled shift. The Company may require the employee to work their entire regular scheduled shift, provided they are deployable.**

b. If the total time spent in training 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.

Article 17.07 – Overtime eligibility (inclusion of paid absences)

211 Overtime is addressed at Article 17.07 of the Collective Agreement.

212 Under the current language of Article 17.07, eligibility for weekly overtime is calculated by reference to “hours worked,” such that only time actually worked in the week counts toward the 40-hour overtime threshold.

213 Historically, there has been a practice—acknowledged by both Parties—of including certain paid absences (such as vacation or other paid leaves) in determining whether an employee has met the threshold. However, that practice is not explicitly referenced in the existing language.

214 The Employer served the Union estoppel notice on March 3, 2025 indicating its intention to discontinue counting paid absences toward overtime eligibility and to rely strictly on the wording of the clause.

215 The Union proposes to amend Article 17.07 to provide expressly that specified paid absences (for example, vacation, paid holidays and certain other paid leaves) are to be treated as time worked for purposes of calculating the 40-hour threshold.

216 Specifically, its proposal is to modify the existing language as follows:

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, **inclusive of paid absences.**
- b) If an employee books off for a shift and is called in to work, he/she will only receive the overtime rate once he/she has ~~exceeded~~ **completed** forty (40) hours for the week, **inclusive of paid absences.**

- c) If overtime is billable to CATSA and the employee has not completed forty (40) hours of regular time for the week, **inclusive of paid absences** ~~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 **rates**.

Union's Position on Article 17.07

217 The Union argues its proposal is necessary to preserve an established past practice, the removal of which it characterizes as a significant financial concession for employees who rely on occasional overtime to supplement their income.

218 The Union points to comparator agreements in Calgary, Edmonton and Ottawa, where it asserts paid absences are explicitly included in overtime calculations and submits that similar language here would align the agreement with those sectoral norms and with the Parties' own history.

Employer's Position on Article 17.07

219 The Employer opposes the Union's proposal, and its characterization of it as preserving an existing right, emphasizing that the Collective Agreement unambiguously bases overtime eligibility on "hours worked," not hours paid.

220 The Employer maintains that the prior inclusion of paid absences was a gratuitous practice that it was entitled to discontinue upon reasonable notice and warns it would be "highly problematic" if an interest arbitrator could be used to freeze such practices into the contract whenever an employer lawfully seeks to withdraw them. The Employer argues that the existing language is already in line with comparable agreements and that the Union has not shown any demonstrated need to expand the scope of hours counted toward overtime.

221 The Employer stresses the financial cost of continuing this practice, which it says would increase overtime liability, and urges that this be considered with a mind to total compensation.

Ruling on Article 17.07

222 While I accept that there was a past practice of including some paid
absences for the purpose of determining overtime eligibility, that practice
arose despite language that, on its face, does not support it.

223 As noted earlier in this decision, the replication principle does not
automatically require a trade-off in all cases where a party seeks to preserve
an existing practice that is not grounded in the language of the agreement.
Nor does it entitle a party to automatically have every favourable past
practice written into the agreement. A reasoned analysis applying the
replication principle must be applied.

224 In this case, the proposed amendment would alter the language from a
straightforward “hours worked” standard to a broader “hours worked and
certain paid absences” approach, increasing the circumstances in which
employees reach the overtime threshold.

225 The Union’s comparator evidence demonstrates that some agreements do
treat specified paid absences as time worked for overtime purposes, but
others do not, and there is no clear external pattern compelling adoption of
that model here. Notwithstanding these factors, I find it highly unlikely that
the Union would have concluded the Collective Agreement if maintaining
the *status quo* would have had minimal impact on the *de facto* total
compensation model. Maintaining that *de facto* status quo may count as a
demonstrated need in circumstances, such as the present case, where
employees had, by the passage of time, reasonably counted that benefit as
part of their total compensation upon the Employer assuming the contract
from its predecessor.

226 Accordingly, I award the Union's proposal.

Article 17.08 – Extra shifts

227 Article 17.08 presently reads as follows:

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

a) during their first extra shift, one and one half (1 1/2) times
their regular rate of pay;

b) during their second extra shift, two (2) times their regular rate of pay; and,

c) during their third extra shift, three (3) times their regular rate of pay.

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

Union's Position on Article 17.08

228 The Union proposes what it characterizes as clarifying language to Article 17.08 to codify the long-standing interpretation of "extra shift" as including situations where employees are called in outside their regular lines or beyond particular thresholds.

229 Its proposal is to add the following new language following the existing language:

An extra shift will be deemed to occur, when:

- (a) An employee works a shift of four (4) hours of greater in conjunction with their regularly scheduled shift; or**
- (b) An employee works a shift of four (4) hours of greater in addition with their regularly scheduled shift on the same day; or**
- (c) An employee works on a scheduled rest day.**

230 In support of its proposal, the Union asserts that for many years, the Parties operated under a shared understanding—reflected in discussions between the Union and a previous contractor—that certain assignments would be treated as extra shifts attracting the contractual premium, and this understanding remained in place until the Employer issued an estoppel notice.

231 The Union relies on a January 21, 2013 letter it wrote to G4S setting out its interpretation, indicating that there was no written response from the Employer of the day disagreeing with its stated interpretation at that time. The Union cites the 2013 letter as evidence that its definition was

communicated to and accepted by the previous contractor, noting that the practice continued without further action until the Employer gave notice.

232 In its submission, the Employer's estoppel notice threatens to alter the existing equilibrium by narrowing the circumstances in which the extra-shift premium applies. The Union contends that including clear language would maintain the longstanding interpretation applied by the Parties and the Employer's predecessors.

Employer's Position on Article 17.08

233 The Employer opposes the proposed amendment, arguing it would significantly expand monetary entitlements under the Collective Agreement.

234 The Employer objects to the Union's reliance on the 2013 letter, indicating it involved a different employer and stressing that there was no signed response or other evidence that the Union's interpretation was ever accepted. The Employer further notes that it was not provided with this letter until late in 2024 during bargaining.

235 In the Employer's view, if the Union believes its interpretation reflects the correct reading of the existing clause, the proper forum is grievance arbitration, where evidence of past practice and bargaining history can be weighed. It submits that it is not appropriate to use interest arbitration to grant what amounts to a substantial monetary enhancement on the strength of a single, unanswered letter.

Ruling on Article 17.08

236 On this disputed record, it cannot be said that the Parties bargaining freely in 2024–2025 would likely have agreed to adopt the Union's full interpretive package as contractual text, particularly given the conceded monetary implications and the Employer's lack of prior notice of the 2013 letter before late 2024. This Award will therefore leave Article 17.08 unchanged.

237 If disputes arise as the Employer implements its view of the clause, they can and should be addressed through grievances, where the Union can advance its evidence of past practice and bargaining history for a rights arbitrator to determine.

Article 17.09, 17.14, 20.08 and MOA 4 – Per Diems

238

The Collective Agreement currently provides for certain per diem payments as follows:

- Article 17.09 provides for a \$15.00 food per diem to be paid in certain circumstances
- Article 17.14 provides that employees who are required to travel to other sites for training purposes are entitled in certain circumstances to be paid for travel time
- Article 20.08 sets out that eligible employees will receive a \$65.00 daily per diem for meals and incidental expenses for all out of town assignments
- Under MOA 4, clause 12, eligible transferring employees are entitled to a daily per diem of \$70.00.

Union’s position on Articles 17.09, 17.14, 20.08 and MOA 4

239

The Union seeks increases to the overtime meal per diem and to the travel-related per diems under Articles 17.14, 20.08 and MOA 4, arguing that the existing amounts no longer meet their intended purpose in light of significant increases in food and travel costs.

240

Specifically, the Union is proposing the following changes to per diems:

- Increase the overtime meal per diem in Article 17.09 from \$15 to \$25
- Increase the per diem for training assignments in Article 17.14 from \$65 to \$80
- Increase the general out-of-town per diem in Article 20.08 from \$65 to \$80
- Increase the MOA 4 temporary assignment per diem from 7\$0 to \$80.

241

In support of the overtime meal per diem increase, the Union argues this amount has been frozen since 2012 and is no longer adequate to purchase a full meal at airport prices, given that overall CPI has risen by roughly one-third and restaurant food prices by over 40 percent in that period. The Union’s position is that this per diem is meant to fully cover the cost of an unplanned airport meal when an employee is held for more than two hours

of same-day overtime, and that \$25 is now a reasonable amount to achieve that purpose.

242 With respect to the training, out-of-town, and MOA 4 per diems, the Union notes that the \$65–\$70 amounts have been in place for about a decade and must now stretch over several restaurant meals a day, at a time when general prices and meal costs have risen substantially. The Union characterizes its proposal to increase these per diems to \$80 as a modest, inflation-catch-up adjustment that restores their ability to cover normal meal and incidental expenses for travel or temporary assignment.

243 The Union submits these amounts remained unchanged for several years and were originally set at levels reflecting then-current meal and incidental costs for employees required to work extended periods or travel away from their home bases. Prior contractors also maintained travel-related per diem policies, sometimes enhancing them on a without-prejudice basis, and such payments have become an expected feature of these assignments.

244 It also stresses that these per diems affect a relatively small subset of shifts and assignments and therefore do not represent a high recurring cost in the context of overall compensation.

Employer's Position on Articles 17.09, 17.14, 20.08 and MOA 4

245 The Employer suggests that the per diems already provide reasonable coverage for typical meal and incidental costs and takes issue with what it sees as the Union's failure to demonstrate a concrete shortfall between the per diem amounts and actual expenses.

246 The Employer emphasizes that any increase, even on items that appear modest, must be assessed within the broader context of total compensation, comparator agreements, and the cumulative impact of an increase to total compensation. It therefore urges that the existing per diem levels be maintained, or, at most, adjusted minimally if alignment with external benchmarks is considered necessary. With respect to the current training assignment and out-of-town work per diem rates, it clarifies those first appeared in the Collective Agreement in 2021.

247 The Union clarified in its reply that the per diem for overtime under Article 17.09 has been part of the collective agreement since 2011, and that per diems for travel were paid by prior contractors in accordance with their policy since at least 2015.

Ruling on Articles 17.09, 17.14, 20.08 and MOA 4

248 Although I accept that per diems are intended to be a partial indemnification rather than income-generating, I find the current amounts were set in an earlier price environment and have not proportionately kept pace with cost increases.

249 At the same time, as I have noted throughout, interest arbitration requires caution in awarding increases that would place this unit significantly above comparable airport screening agreements without a clear basis to conclude the Parties would likely have bargained such increases.

250 On balance, a modest upward adjustment to the per diem amounts is consistent with what Parties bargaining freely would likely have agreed to in the current economic climate, particularly where the adjustments offset upward changes to relative purchasing power rather than fundamentally alter the benefit, which as noted above, I find is best characterized as a partial indemnification. I note that the per diems are favourable in relation to comparators. However, many of the agreements cited expire in 2025, except for Toronto, which expires in 2027.

251 In view of all these considerations, I award a five percent increase to all per diems.

E. Article 21.01(a) – Parking

252 Article 21.01(a) provides that employee parking is a fully employer-paid benefit and that employees who do not need parking receive an equivalent amount toward transit.

253 The Employer proposes to amend Article 21.01(a) so that existing employees would continue to receive fully paid parking, but that all employees hired after the implementation date would pay 50% of the monthly parking cost (or, alternatively, receive a 50% reimbursement toward public transit in lieu of parking), converting what is currently a fully employer-paid benefit into a shared-cost model for new hires.

Employer's Position on Article 21.01(a)

254 In support of its proposal, the Employer points to rising parking costs at certain airports and to a pattern in other airport screening agreements (Calgary, Edmonton, Ottawa, Winnipeg, Regina, Saskatoon, and Toronto) where parking is now a shared-cost benefit rather than fully employer-paid. The Employer indicates that recruitment has not been impaired at airports where similar shared-cost parking language applies, so, in the Employer's view, there is no demonstrated negative impact on attracting staff.

Union's Position on Article 21.01(a)

255 The Union opposes the Employer's proposal, characterizing it as a significant concession and a breakthrough change on an issue of real importance to current and future employees. The Union asserts the proposal would materially reduce net earnings for new hires in a context where wages are already modest and transportation costs in the Vancouver region are high.

256 Further, the Union objects to the Employer's reliance on selected comparator agreements, which it characterizes as cherry-picking. According to the Union, the existence of shared-cost parking elsewhere does not, in itself, establish a demonstrated need or justify levelling down an already-negotiated benefit in this agreement. The Union asserts that parking at these airports, particularly Vancouver, is not a discretionary perk but a practical necessity for many employees who live far from the airport and cannot rely on public transit during their scheduled hours.

257 Further, the Union stresses that interest arbitration should not be used as a vehicle to award unilateral concessions on core monetary items that the Employer has been unable to secure at the bargaining table, especially in the absence of a persuasive, evidence-based claim of demonstrated need or inability to pay.

Ruling on Article 21.01(a)

258 In the previous round of bargaining, the Employer advanced essentially the same parking proposal, which was resolved through interest arbitration. In that award, I found the proposal constituted a breakthrough concession unsupported by established interest arbitration principles. While comparator agreements revealed that fully paid parking was not universal, I determined that these variations arose from local bargaining rather than reflecting a normative pattern requiring convergence.

259 I find no reason to depart from those findings in this proceeding. Although parking costs have risen and shared-cost arrangements exist in some other airport agreements, these factors do not justify a unilateral reduction to a long-standing negotiated benefit, even if limited to future employees. The comparator evidence simply shows that other Parties, in other contexts, have negotiated different cost allocations; it does not establish that these Parties would replicate the most employer-favourable model available in the sector.

260 Accepting concessionary proposals whenever more favourable provisions are found elsewhere would turn interest arbitration into an exercise in levelling to the most advantageous clauses, contrary to the cautious, replication-based approach that governs this process.

261 Fully paid parking has been part of the Collective Agreement's economic framework over multiple rounds and was preserved in the last arbitration despite similar arguments from the Employer. That continuity strongly indicates what the Parties, negotiating freely with access to economic sanctions, have been prepared to accept. The Employer has not demonstrated a financial or operational need of sufficient magnitude to justify a concession on this core economic benefit. There is no evidence of an inability to pay, and while parking costs have increased, they must be understood within the overall compensation structure and in light of other monetary improvements sought by the Employer.

262 Accordingly, the Employer's proposal to amend Article 21.01(a) to introduce shared-cost parking for new hires is denied. Should the Employer wish to pursue a reallocation of parking costs, the proper forum is future rounds of direct collective bargaining, where such a proposal can be appropriately weighed and traded against other items in accordance with the Parties' respective priorities and risk assessments.

F. Article 21.03(b) – Health and Welfare Benefits

263 Article 21.03(b) sets out the extended health and dental benefits plan.

264 The Union proposes the following enhancements:

- Increase corrective vision coverage from \$250 to \$500 every 24 months
- Increase eye exam coverage from \$50 every 24 months to \$75 every 12 months
- Increase paramedical coverage from \$500 to \$750 per calendar year, remove per-visit cap
- Add Acupuncture to the list of paramedicals

- Increase dental maximum from \$1500 to \$3000 per year

265 The Union also proposes that a grievance alleging the benefit plan implemented by the Employer when it took over the contract and the Collective Agreement is not equivalent to the benefit plan in place before that date be referred to me for expedited arbitration by no later than March 31, 2026 (Grievance SW002417).

Union's Position on Article 21.03(b)

266 The Union stresses that benefit levels have remained static for a considerable period, with some items unchanged for a decade or more, despite general inflation in health-care costs and changes in employees' needs. According to the Union, rising costs mean existing maximums no longer adequately defray expenses, particularly for dental work and vision-related care. The Union emphasizes that vision care is particularly critical to its members, as Screening Officers are required to submit medical examination forms to CATSA every 2 years to confirm their vision meets the required standards.

267 The Union notes it sought similar improvements to vision and dental care in the previous round but that I declined to award those increases at that time because employees in Toronto, the "historical comparator", had not received such increases. It points out that this group did achieve improvements since then – including an increase in corrective eyewear from \$250-\$350 every 2 years and an increase of the dental maximum from \$2000 to \$2200 per year and argues this bargaining unit should not fall behind comparable groups.

268 According to the Union, any benefit changes ordered should be retroactive to the start of a benefits year, given the annual rollover of coverage.

Employer's Position on Article 21.03(b)

269 The Employer accepts that these benefit entitlements have remained stable for some time, but says the Union is seeking to significantly enhance the benefits available to employees through this round of bargaining, and that it is entirely unrealistic that the Union would have achieved all of these enhancements in bargaining. It notes, in particular, that the proposed doubling of the dental maximum would represent a significant and unusual enhancement in a sector where benefit changes are typically modest. The Employer cites advice from its benefits carrier that dental coverage is underutilized in this workforce and contends

that large increases in underutilized benefits would yield a poor cost-benefit outcome.

270 While indicating some openness to targeted, modest improvements—such as adding acupuncture to the list of eligible paramedical services and to increasing the eye-exam reimbursement to \$75—it strongly resists broader retroactive increases or sweeping changes. The Employer states it is firmly opposed to increasing the per-visit limit for paramedical coverage, noting that the current coverage is appropriate and that this was not among the items increased in the last round of Toronto benefits.

271 The Employer opposes the Union’s proposal regarding Grievance SW002417, submitting its inappropriate for interest arbitration, as my jurisdiction is limited to settling the terms and conditions of the renewed Collective Agreement.

272 Finally, the Employer objects to any retroactive benefit improvements.

Ruling on Article 21.03(b)

273 There can be no question that health and welfare benefits are an integral part of total compensation. Accordingly, there is force to the Union’s point that key elements of the plan have remained unchanged for many years, even as health-care costs have risen. The specific demands of screening work, including the need to maintain visual acuity, support a particular emphasis on vision-related coverage.

274 However, the magnitude of some of the Union’s proposed increases, especially the doubling of dental maximums and broad paramedical enhancements, would move this plan materially above what has been achieved in recent comparable settlements and would represent a significant monetary gain beyond maintaining relative differences with Toronto.

275 I find a replication-based outcome lies between these positions and accordingly award as follows, effective the first pay period after the date of this Award:

1. Increase corrective vision coverage from \$250.00 to \$275.00 every 24 months.
2. Increase eye exam coverage from \$50 every 24 months to \$75.00 every 12 months
3. Increase paramedical coverage from \$500 to \$600 per calendar year, with \$60.00 per visit cap.
4. Add Acupuncture to para-medicals.
5. Increase dental maximum from \$1500 to \$1650 per year.

276 In my view, these changes provide measured gains in areas consistent with the Parties' priorities and thus reflect what they likely would have negotiated on their own had they successfully concluded bargaining without interest arbitration. Further, I accept the Employer's submission that it is impractical to award retroactive benefit improvements. See: *Ontario Hospital Assn. v Ontario Nurses' Assn.*, 2023 CanLI (ONLA) at para. 34 (Stout).

277 Finally, I decline to assume jurisdiction over the Grievance SW002417, absent the Parties' agreement.

G. Article 21.04 (a) – Pension contributions

278 Article 21.04(a) currently reads as follows:

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 COLA and LEAP.

279 The Union proposes that the contributions be increased as follows:

- April 1, 2025 – Increase Employer contribution from 4% to 5% of employee's total earnings.
- April 1, 2026 – Increase Employer contribution from 5% to 6% of employee's total earnings.
- April 1, 2027 – Increase Employer contribution from 6% to 7% of employee's total earnings.
- April 1, 2027 – Add Employee contribution of 1% of employee total earnings.

Union's Position on Article 21.04 (a)

280 According to the Union, comparability and the need for a pension of real value justify an increase in employer contributions before any employee contributions are introduced.

281 On comparability, the Union points to recent pension improvements in the Toronto screener agreement, where employer contributions have risen to levels equivalent to more than 4 percent of wages across the grid from 2024 onwards.

282 With respect to the value of the current plan, the Union submits it is insufficient to provide meaningful retirement income, pointing to plan projections showing that on current Employer-only contribution levels, a member retiring at 65 with thirty-five years of service would receive a monthly pension of approximately \$644, with current average accrued pensions around 112 per month.

Employer's Position on Article 21.04 (a)

283 The Employer asserts that no pension improvement is justified once total compensation is considered.

284 The Employer strongly objects to the Union's reliance on the Toronto agreement as a meaningful comparator for pension contributions, emphasizing that the Toronto agreement operates under a fixed-dollar contribution model, whereas the IAM Multi-Employer Pension Plan is based on a percentage of total earnings. According to the Employer, these are fundamentally different contribution structures, and treating the two systems as interchangeable ignores their distinct designs and operations.

In the Employer's view, fixed-dollar models require periodic adjustments simply to maintain relative value, whereas a percentage model automatically scales with wage growth, rendering the Union's comparisons unsound. The Employer adds that, if a comparator is to be used, it would prefer to move to the same fixed-dollar formula used in Toronto rather than increase the percentage here, but ultimately maintains that no pension improvement is justified once total compensation is considered.

Ruling on Article 21.04 (a)

285 Pension contributions are a long-term, high-cost element of compensation, and changes to contribution rates must be approached cautiously.

286 I accept that there are structural differences between percentage-of-earnings and
fixed-dollar models, which means that simple percentage comparisons risk
oversimplifying the analysis, and that each design has distinct dynamics that affect
contribution value across the distribution of hours and earnings.

287 Having consideration to all the relevant factors, I am not persuaded that the Parties
bargaining freely would have prioritized a pension-rate increase on top of wage
and targeted benefit improvements in this round of bargaining. I observe that the
absolute dollar value of contributions under the plan will increase in tandem with
wage increases under this and subsequent agreements.

288 I therefore decline to modify the existing percentage contribution rate under Article
21.04. The Parties remain free to revisit pension design and contribution levels in
future rounds of bargaining.

H. Article 27 – Term of Agreement

289 The Parties both agree that the renewed term of the Collective Agreement is to be
three years, effective April 1, 2025, to March 31, 2028. The proposal only remains
outstanding because it is the Union’s practice to settle the term of the Collective
Agreement in the context of a settlement of the wage grid.

Ruling on Article 27

290 In light of the Parties’ agreement, I find replication clearly supports awarding the
three-year term. It is so awarded.

I. Article 28 – Technological change

291 The Collective Agreement does not presently contain a specific article addressing
technological change.

292 The Union proposes a to replace the existing Article 28 with the following:

**The Company and the Union acknowledge the requirement to
comply with the following provisions applicable to
Technological Change.**

1. Technological change means:

a. The introduction by the employer into their work, undertaking, or business, of equipment, software or material of a different nature or kind than that previously utilized by them in the operation of the work, undertaking or business; and

b. A change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment, software or material.

2. Where the Company proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of employees, the Company shall give notice to the Union not less than one hundred and twenty-(120) days prior to the date on which the technological change is to be effected.

a. The notice referred above shall be in writing and shall state:

(i) the nature of the technological change;

(ii) the date upon which the employer proposes to effect the technological change;

(iii) the approximate number and type of employees likely to be affected by the technological change;

(iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;

(v) such other information as may be required by regulations.

b. Upon request, the Company will provide the Union with a written statement setting out:

(i) a detailed description of the nature of the proposed technological change;

(ii) the names of the employees who will initially be likely to be affected by the proposed technological change; and

(iii) the rationale for the change.

c. A meeting shall be scheduled with the Union within fourteen (14) days after the notice referred to in (2)

above has been issued for the purpose of discussing and negotiating such conditions which result from the proposed changes as may affect employees. If the parties are unable to reach an agreement as to the applicable conditions the matter shall, at the request of either party, be submitted to mediation/arbitration within ten (10) working days following the last meeting on the matter.

3. Where technological change may require additional knowledge and skill on the part of employees, such employees shall be given the appropriate training where practical, to qualify employees to retain their employment. A reasonable time will be afforded to employees in which to qualify. Any instruction or training shall be done at the employees regular rate and during scheduled working hours.

a. If by reason of technological change the employee cannot be retrained in accordance with (3) above, the employee shall:

(i) be given an opportunity to fill any vacancy for which they are qualified in accordance with Article 26, or

(ii) follow the procedure as outlined in Article 11.

Any vacancy created as a result of the above shall then be filled in accordance with Article 26.

4. A permanent employee laid off as a result of technological change and who no longer is able to retain employment with the Company will be paid severance pay equal to two (2) weeks' salary for each year of service to a maximum of fifty-two (52) weeks.

Union's Position on Proposed Article 28

293 The Union argues that technological change is an ongoing reality in airport screening and that a clear contractual framework is needed to ensure that employees are treated fairly when new technologies are introduced that may displace or significantly alter bargaining-unit work, in light of an aging workforce.

294 According to the Union, the workforce has seen a series of technological shifts over time, including new scanning technologies and changes in training and certification regimes, which have historically been managed through bargaining,

joint committees and ad hoc arrangements. It asserts that some comparator agreements in the sector include provisions requiring the employer and union to meet and discuss the impact of technological change on employees and to seek ways to mitigate adverse effects, although the content and strength of such clauses vary.

295 The Union maintains that its proposal largely mirrors the statutory provisions while adding reasonable negotiated protections and notes that other airport agreements contain clauses requiring joint discussions about the effects of technological change. It submits that codifying such expectations would promote stability and facilitate proactive problem-solving.

Employer's Position on Proposed Article 28

296 The Employer opposes the Union's proposal, contending that it goes well beyond the requirements of the *Code*.

297 The Employer disputes the Union's characterization of the workforce as aging or particularly vulnerable to displacement and is especially concerned about the severance aspects of the proposal, which the Employer views as costly and unnecessary given existing statutory and contractual protections.

298 While acknowledging that some comparator agreements contain general obligations to meet and discuss technological change, the Employer argues that those clauses are more modest and do not replicate the full suite of obligations sought here.

Ruling on Proposed Article 28

299 A dedicated technological-change article can provide a useful framework for managing the human impact of evolving equipment and processes, and the existence of such clauses in several comparator agreements supports the reasonableness of at least a consultative obligation.

300 At the same time, the Union's proposal would import a combination of notice, consultation, re-training and enhanced severance provisions that, taken together, go substantially beyond the statutory regime and beyond language in comparator agreements.

301 On a replication analysis, I find it unlikely the Parties, bargaining freely, would have agreed to the language proposed by the Union at this juncture, particularly the severance enhancements, absent clear evidence of imminent technological

changes. Accordingly, I decline to award the Union's proposal, as it would constitute a significant breakthrough.

J. Appendix A – Wage scales

302 The Union's proposal is as follows:

Level 3.1 1.5% in each year

Level 3.2 3.5% in each year

Level 3.3 5.5% in each year

Level 3.4 7.5% in each year

Level 3.5 (new for 10 year employees) Point Lead rate (3.4 plus 12.5%)

303 The Employer's wage proposal for Screening Officers and Point Leads is as follows:

For PSCO (F1) & Screening Officers 3.1 and 3.2

0% increase each year

For Screening Officers 3.3 and 3.4

1.5% increase each year as follows:

At ratification: 1.5%

April 1, 2026: 1.5%

April 1, 2027: 1.5%

304 Both the Employer and Union have proposals with respect to wages for the SCTRs, which are discussed later in this decision.

Union's Position on Wage Scales

305 The Union stresses that three of the top four bargaining priorities identified in its membership survey were financial and that members report both inadequate compensation and heavy reliance on overtime and second jobs, circumstances it argues make catch-up wage increases, rather than simple inflation-matching, appropriate.

306 According to the Union, the general wage increases it is seeking over the term that will preserve employees' standard of living and recognize the value of experience, with higher percentage increases concentrated in the upper grid steps. The Union argues that the Company's proposal would not only fail to preserve purchasing power but would further erode both historical parity with Toronto and internal parity between junior and senior employees.

307 It relies on recent airport settlements, including Toronto and local security agreements, where wage increases in the mid-single-digit range have been achieved, and argues that this bargaining unit should not fall behind those patterns.

308 The Union notes that full-time Screening Officers currently earn between roughly 1,130 and 1,192 gross per week, depending on grid level, in an economic environment characterized by elevated costs and high interest rates. The Union says this reality has left many members relying on overtime or supplemental employment to meet household needs.

309 In the last contract cycle, wage increases totalled a compound 8.9 per cent over 2023–2024, compared with Conference Board evidence of 9.3 per cent wage growth in British Columbia overall (4.2 per cent in 2023, 4.9 per cent in 2024).

310 The Union asserts its proposal protects members' standard of living, recognizes the value of an experienced and stable workforce, and brings compensation closer to established industry standards for similar work. The Union draws support for its proposal of a pattern of general increases weighted more heavily toward the higher grid steps from the 2024 Toronto airport award and from a recent Securiguard airside escort agreement at Vancouver, which it notes provided four per cent increases in each of 2024–2027.

311 The Union's position is that Toronto's most recent collective agreement, settled in 2024, allowed Toronto employees to "catch up" to and then surpass the Pacific Region rates following the last applicable arbitration award, which pre-dated full awareness of post-pandemic inflation. By October 1, 2024, the Union says, the hourly rates in Toronto at Levels 3.3 and 3.4 were already higher than those in the current Pacific Region Collective Agreement. By October 1, 2025, after a further increase in Toronto, the Union maintains that Toronto grids were substantially

higher at all levels except Level 3.1, which applies only to employees in their first 2,080 hours.

312 The Union's table shows that, as of October 1, 2025, Toronto Level 3.3 and 3.4 wages exceed the April 1, 2024, Pacific Region rates by 7.58% and 8.19%, respectively, while Level 3.2 in Toronto is 0.83% higher and Level 3.1 remains 7.08% lower. On that basis, the Union argues that an 8.19% increase is necessary to bring Level 3.4 in the Pacific Region to parity with Toronto as of October 1, 2025, and a 7.58% increase is necessary for Level 3.3, with corresponding increases for Level 3.2 (and Level 3.1 if parity is also sought there). It further submits that simply applying these percentage increases prospectively from October 1, 2025, would not address the loss of parity at Levels 3.3 and 3.4 between October 1, 2024 and April 1, 2025; the Union says that gap is most effectively remedied by making the percentage increases retroactive to April 1, 2025, the effective date of this Collective Agreement

313 The Union also points to the additional increases negotiated in Toronto effective October 1, 2026—2.86% for Level 3.1, 3.45% for Level 3.2, 6.00% for Level 3.3, and 5.43% for Level 3.4—and contends that achieving parity on a going-forward basis would require the same percentage increases to be awarded under this Collective Agreement for 2026. It acknowledges that the Toronto agreement expires before April 1, 2027, when the next increases for this Collective Agreement will take effect, but maintains that up to that point, the Toronto pattern should be replicated to restore and preserve wage parity.

Employer's Position on Wage Scales

314 The Employer argues its wage proposal falls within expected norms when projected inflation and sectoral comparators are properly weighed, pointing to Winnipeg and Regina airports, at which employees received total increases of 3% for 2025, implemented through two 1.5% adjustments in April and October. As noted previously, the Employer argues that these settlements should be given greater weight because they involve the same employer.

315 The Employer also set out the following chart outlining recent wage settlement data in the federal private sector more broadly compared to the CPI in support of its position that its wage proposals are in line with general wage settlement trends:

Chart 3: Federal Settlements Measured Against Inflation

Year	Sector	Annual Adjustment Average %	Canadian CPI	BC CPI
2020	Private Sector	2.2%	0.7%	0.8%
	All Settlements	2.2%		
2021	Private Sector	1.9%	3.4%	2.8%
	All Settlements	2.4%		
2022	Private Sector	3.0%	6.8%	6.9%
	All Settlements	3.0%		
2023	Private Sector	4.1%	3.9%	3.9%
	All Settlements	3.2%		
2024	Private Sector	4.0%	2.4%	2.6%
	All Settlements	3.6%		
2025	Private Sector	3.8%	-	-
	All Settlements	3.8%		

Sources: Major Wage Settlements by Sector and Jurisdiction (detailed), Government of Canada, July 31, 2025
<https://www.canada.ca/en/employment-social-development/services/collective-bargaining-data/wages/wages-jurisdiction-sector.html>.

Annual Average Change in the Consumer Price Index (CPI), 2010 to 2024, Statistics Canada, January 21, 2025
<https://www150.statcan.gc.ca/n1/daily-quotidien/250121/cg-b001-eng.htm>.

Consumer Price Index (CPI), Annual Averages, Government of British Columbia
https://catalogue.data.gov.bc.ca/dataset/2c75c627-3eb6-41ee-bb54-7b089eade484/resource/93e4367b-56af-4e1c-aea7-48fb48f0727c/download/cpi_annual_averages.pdf.

316 As set out earlier in this decision, the Employer relies heavily on the reply report of Mr. Antunes, which it says should be preferred over the Union's non-expert economic submissions. It emphasizes the need to consider total compensation, including benefits and pension contributions, rather than wages alone when evaluating comparators.

317 The Employer warns that the Union's proposals, especially the weighted increases toward higher grid levels, would impose high additional recurring costs that cannot

be justified on replication principles and that are not in line with what it says are the appropriate comparators, which are other airport agreements recently concluded.

318 The Employer rejects the Union's contention that wages have not kept up with inflation during the term of the Collective Agreement, considering the significant 5% wage increase implemented for 2024, which it says corrected any erosion caused by prior high inflationary periods.

319 The Employer disagrees with the Union's proposal of eliminating the "F1" or "pre-certification" rate, suggesting the Union relies solely on the Toronto agreement to support this proposal, and stating that it is not clear from that agreement whether the rate has been eliminated or simply frozen. The Employer asserts it is reasonable to maintain a wage difference between employees who are not certified to perform all the duties of Screening Officers and those who are and urges me to adopt its wage proposal in its entirety.

Ruling on Wage Scales

320 In determining wages, the governing task is to replicate, as closely as possible, what the Parties would likely have agreed to under free collective bargaining, taking into account economic conditions, sectoral comparators and the bargaining history of the Parties, amongst other relevant factors.

321 I accept that employees have fallen slightly behind general wage trends in the province and that comparable airport units have recently achieved increases above pure cost-of-living protection. At the same time, the Employer's concerns about total compensation and sustainability are real, and a wage pattern that fully mirrors the Union's proposal would represent a significant upward departure from many comparators.

322 On balance, having regard to the relevant factors, I find it appropriate to award general increases that modestly exceed projected inflation but at levels lower than those sought by the Union. This approach better aligns with the mainstream trend of recent airport screening settlements.

323 I have considered a number of factors under this heading. I accept the Employer's reply submission that there is an 18-month difference in the Union's wage comparison between Toronto and Vancouver (April 1, 2024, vs. October 1, 2025), and it neglects sliding percentages across the wage scales, which in turn leads the Union to overstate a difference which in fact is roughly 2.3%.

324 Moreover, I find the Toronto settlement is best understood as correcting for pre-pandemic increases that undershot inflation. Further, the impact of differential increases must be assessed across the wage grid, given that there are fewer screening officers at steps 3.1 and 3.2. The Employer makes a fair point that when averaged over the term of this renewal Collective Agreement, a global (or average) wage increase of 2.23% per year would restore parity between Vancouver and Toronto—albeit Toronto will not have settled wages in 2027, so I find the Employer’s 2.3% estimate is subject to that frailty. There are elements of the Vancouver collective agreement that are more favourable than those in the Toronto agreement, including that the YVR settlement applies to a wider range of airports. However, that has always been the case.

325 I also note there are few comparator agreements that neatly track the term of the Collective Agreement at hand. Winnipeg, Regina and Saskatoon provide for 3% in 2025, paid in 1.5% biannual increments. Other security companies have settled in 2025 and 2026 at rates between 2% and 3% per year. Arbitrated settlements in the federal sector have awarded increases of 3% for 2024 to 2027. Past inflation is a factor, but is attenuated by historical wage increases—the Employer has demonstrated that wage increases have kept pace with the BC CPI from 2015 to 2024 (28.75% paid vs. 27% inflation). Employees received a 5% across-the-board increase in 2024. The economic forecast calls for subdued GDP growth and continued inflation at around 2%.

326 Taking into account these objective circumstances, including the fact that there are no perfect comparators, I conclude that the Parties would have nonetheless arrived at a settlement that initially tracks the 3% range disclosed by the current trend of settlements, tapering to 2.5 % in each subsequent year, except for grid 3.1 for which the Union proposed a 1.5% increase. I award as follows:

	2025	2026	2027
F1	-	-	-
3.1	1.5%	1.5%	1.5%
3.2	3%	2.5%	2.5%
3.3	3.0%	2.5%	2.5%
3.4	3.0%	2.5%	2.5%

K. New Article -- Cost-of-living Allowance (COLA)

327 The Union proposes a new Article instituting a COLA mechanism as follows:

1. The parties shall meet on March 15, 2026, to review the annual Consumer Price Index for Vancouver, British Columbia for the period ending February 28, 2026. Should the Consumer Price Index for Vancouver, British Columbia increase beyond the wage rate increase(s) effective April 1, 2026, the % increase(s) for each Appendix A will be adjusted to reflect the actual 25 percentage (%) increase in the Consumer Price Index and be applied effective April 1, 2026.
2. The parties shall meet on March 15, 2027, to review the annual Consumer Price Index for Vancouver, British Columbia for the period ending February 28, 2027. Should the Consumer Price Index for Vancouver, British Columbia increase beyond the wage rate increase(s) effective April 1, 2027, the % increase(s) for each Appendix A will be adjusted to reflect the actual percentage (%) increase in the Consumer Price Index and be applied effective April 1, 2027.

Union's Position on COLA

328 The Union says it proposes the introduction of a COLA protection clause to safeguard employees against unexpected spikes in inflation over the life of the agreement.

329 In support of this position, it argues that the recent experience of post-award inflation spikes demonstrates the inadequacy of fixed increases alone. The Union contends that the effective date for wage and benefit increases should be April 1, 2025, the start of the renewed term, pointing to arbitral jurisprudence that typically aligns increases with the duration clause and arguing that limiting increases to the award date would deny members any compensation adjustment for a substantial portion of the first year despite measurable inflation.

Employer's Position on COLA

330 The Employer opposes the introduction of any COLA mechanism, characterizing it as a breakthrough item that does not exist in comparable airport screening agreements.

331 It argues that COLA provisions complicate budgeting and can produce open-ended liabilities for employers, especially in a contracted environment where revenue streams are tied to fixed agreements with third parties. In the Employer's view, the Parties have historically managed inflation risk through front-end wage bargaining, and there is no basis to conclude that a COLA clause would have been agreed to in free collective bargaining, particularly at a time when inflation is expected to moderate.

Ruling on COLA

332 The introduction of a stand-alone COLA mechanism in the Collective Agreement would be a significant structural change to the way wages are determined and introduce a degree of automaticity that is generally absent from comparable agreements in this sector.

333 While the Union's concerns about inflation and purchasing-power erosion are understandable, these concerns can be addressed through normal collective bargaining either mid-contract or following its expiry. In the absence of clear evidence that COLA has become a norm in similar airport screening units, it cannot be said that such a clause reflects the likely outcome of free collective bargaining here. Rather, I agree the Union's proposal constitutes a breakthrough item and respectfully decline to award it.

L. SCTRs – MOAs 4, 5, 6 and 7 and Related Provisions

334 As mentioned earlier in this award, Screening Contractor Training Representatives (SCTRs) were recently brought into the bargaining unit through an amended certification order issued by the CIRB.

335 Although SCTRs were discussed in bargaining, the Parties have been unable to agree on the extent to which the existing Collective Agreement applies to SCTRs from the date of certification, how their ongoing compensation should be structured, and what, if any, special provisions should apply to them.

336 It is undisputed that none of the provisions of the Collective Agreement have been applied to the SCTRs to date.

337 The Union filed Grievance SW002481 on September 16, 2025, challenging the Employer's failure to apply the terms and conditions of the Collective Agreement to the SCTRs as of the date of certification. Pursuant to the Interest Arbitration MOA, the Parties agreed to refer this grievance for determination concurrently with this interest arbitration.

Union's Position on the Scope of the Application of the Existing Collective Agreement

338 While the Union acknowledges that wage rates and a classification scale for SCTRs need to be settled, it asserts that all other provisions – including those relating to discipline and grievance procedure, transfer rights, leaves of absence, breaks, hours of work and overtime, vacation, parking benefits, benefit coverage, pension plan, etc. could reasonably have been applied from the date of certification.

339 The Union points to the CIRB's reconsideration decision in *BCTV, a Division of WIC TV Limited*, 2000 CIRB 71, in which the reconsideration panel held that employees added to an existing bargaining unit are "ipso facto, covered by the terms and conditions of the collective bargaining agreement as far as those provisions can reasonably apply." According to the Union, the CIRB in that case emphasized that there cannot be two different sets of terms for employees in a single unit, and that once employees are added, their individual contracts are subsumed into the collectively bargained regime to the extent reasonably possible. The Union stresses that general and procedural terms – such as just-cause protection, seniority and access to grievance arbitration – will usually apply to added employees, and that the Collective Agreement provisions take primacy over inconsistent individual terms.

340 The Union seeks an order declaring that all Collective Agreement provisions outside of wages applied to SCTRs as of July 29, 2025, and that they are entitled to be made whole retroactively, together with remittance of union dues, administered in a way that does not unduly burden individual SCTRs.

Employer's Position on the Scope of the Application of the Existing Collective Agreement to SCTRs

341 The Employer accepts that the Collective Agreement applies to SCTRs "to the extent reasonably possible," but says that the compensation terms, including wages, benefits and pension, and other Collective Agreement entitlements, could

not reasonably be applied as of certification and must be bargained or set by interest arbitration using the principles of replication and comparability.

342 The Employer emphasizes that the Collective Agreement was negotiated exclusively with SOs in mind, and that SCTR had an entirely different compensation structure: non-union salaries of approximately \$75,000–\$77,500 prior to certification, without access to the Collective Agreement pension plan, parking, sick bank payout or other benefits

343 That structure, it says, reflected a deliberate trade-off of higher wages in exchange for fewer benefits. In its submission, simply overlaying the SO compensation model onto that different base would not be a reasonable application of the existing agreement, and would create a windfall inconsistent with CIRB guidance that compensation terms negotiated with one group are not automatically imported where they are silent or ill-fitting for another.

344 While the Employer acknowledges that general and procedural provisions of a collective agreement apply to newly added employees, it cites *BCTV, a Division of WIC TV Limited, supra* for the proposition that certain provisions that are more individual or specific cannot reasonably or practically be construed to apply. According to the Employer, that decision recognizes that salary and other compensation items are inherently classification-specific and may be unsuitable or maladapted to new employees. Accordingly, it says, these provisions must be negotiated rather than automatically imposed.

Ruling on the Scope of Application of the Collective Agreement to SCTR

345 Under the Board's jurisprudence, employees varied into an existing unit are, in principle, governed by the existing collective agreement to the extent that it may be reasonably and practically construed to do so.

346 The modern statement of this principle appears in *BCTV, supra*, which is relied upon by the Union in this proceeding. In that case, the Board added non-technical news employees into a bargaining unit already represented by the union by order under section 18 after the expiry of the collective agreement but during the statutory freeze. The employer in that case argued that the added employees were not covered by the collective agreement and that only the individual terms in their contracts were frozen. The original panel accepted that position. On reconsideration, however, the Board rejected it. Relying on *Brinks Canada Limited*, CLRB no. 1083, *McGavin Toastmaster Ltd. v. Ainscough*, 1 S.C.R. 718 and *Hémond c. Coopérative Fédérée du Québec*, 2 S.C.R. 962, the reconsideration panel held that labour legislation assumes a single collective agreement per unit,

that such an agreement must bind every employee in the unit, and that collective rights prevail over inconsistent individual contracts on matters covered by the agreement. The panel then concluded that when employees are added to an existing unit by Board order, the existing collective agreement applies to them by operation of law “insofar as [its provisions] may reasonably and practicably be construed to do so,” and that there is no need for a separate declaration to that effect.

347 At the same time, *BCTV* reconciled this principle with the earlier “freeze” cases, accepting that, for employees who had no collective agreement when notice to bargain was served, the freeze initially protects their individual terms. However, once they are added to a unit that is already covered by a collective agreement continued under section 50(b), the source of their rights is no longer the individual contract, but the continued collective agreement to the extent that its provisions can reasonably apply. The Board held that all provisions of the collective agreement that can reasonably and practicably be construed to apply to the newly added employees do apply, and that in the event of conflict, the collective agreement has primacy. The Board recognized that certain provisions of a more individual or specific character, such as job classifications and wages, may be “genuinely unsuitable or maladapted” to the added employees.

348 In such cases, the terms and conditions of employment applicable to those employees must be interpreted so as to acknowledge that unsuitability, with the result that their pre-existing individual terms may continue to operate in those limited areas until appropriate collective terms are negotiated or otherwise determined. The Board emphasized, however, that it was “quite unlikely” that general and procedural provisions—just cause, seniority, lay-off, bumping, recall, scheduling, overtime, and access to grievance and arbitration—would not apply to the varied-in employees.

349 The Board’s subsequent decision in *Aliant Telecom Inc.*, 2003 CIRB no. 234, applied and refined the analysis in *BCTV, supra*, in a successorship and restructuring context. Following a merger and successorship ruling, the Board in that case was required to determine which provisions of an existing collective agreement would govern a previously non-union clerical group added to a broader unit. The Board in *Aliant, supra*, expressly adopted *BCTV*’s formulation that an existing collective agreement applies to the newly added employees “to the extent that it may be reasonably construed to do so.” It treated the selection of applicable provisions as a managed, remedial exercise aimed at integrating the added employees “with minimal or no disruption,” distinguishing between general relational and procedural clauses, which were extended to them, and monetary or classification-specific provisions, which could not sensibly be grafted onto the new

group. In the latter category, the Board left certain wage and hours-of-work terms to be determined through bargaining or further order, recognizing that the statutory freeze and the employees' prior human resources policies would "cover those gaps" in the interim.

350 The Board took a similar approach in *TELUS Advanced Communications et al.*, 2001 CIRB No. 108, which was cited in *Aliant, supra*, placing newly grouped employees "under the respective collective agreements to the extent those provisions are applicable," and relying on the freeze to preserve their existing compensation where the agreement did not contain an appropriate classification or wage structure.

351 Within that framework, the Board has made clear that it will not permit divergent sets of terms and conditions to coexist for different groups in a single unit. It has nevertheless been recognized, particularly given rulings in *BCTV* and *Aliant*, that where the agreement is silent on the new group's classification or presupposes a materially different compensation model, it may be neither reasonable nor practicable to apply particular monetary or classification-specific provisions immediately. In those limited areas, the pre-existing individual or policy-based terms governing the added employees are generally preserved, often under the protection of the statutory freeze, pending collective bargaining or an appropriate adjudicative determination that harmonizes their terms with the collective regime.

352 Applying replication for the purpose of this interest arbitration, I conclude the Parties would have resolved the outstanding rights grievance as part of a renewed Collective Agreement. Further, the application of the renewed Collective Agreement to varied-in SCTR's would be consistent with the state of the CIRB jurisprudence outlined above.

353 Accordingly, I order that SCTRs be provided access to the following Collective Agreement provisions effective as of the date of the variance: grievance arbitration, the just cause standard, and credit for seniority and service.

354 However, the application of service-based and seniority-based entitlements will operate prospectively from the date of this award.

355 That said, the Employer has raised a powerful point: the SCTRs occupy a new classification in the unit, with a unique framework of compensation and scheduling entitlements. That framework does not neatly fit the model historically bargained for screeners. Thus, in keeping with the conservative nature of this process and CIRB rulings (which recognize it may be unreasonable or impractical to automatically apply particular monetary or classification-specific provisions), I do not find that the Parties would have agreed to entirely unwind the SCTR

compensation and benefit model. Key features of the SCTR model include an apparent trade-off: increased pay in exchange for access to traditional benefits (e.g., pensions, parking, sick leave pay-out, and dry cleaning).

356 With this in mind, I now turn to address additional SCTR proposals.

MOA #7 – Application to SCTRs

357 The Parties have agreed to repurpose this existing provision (which previously related to Code sick leave amendments) to govern the transition of SCTRs from non-union to unionized status.

358 The proposed MOA drafted by the Union confirms that Collective Agreement provisions will apply to SCTRs, subject to certain conditions or exceptions.

MOA #7 – SCREENING CONTRACTOR TRAINING REPRESENTATIVES

This Memorandum of Agreement is entered into on a without precedent or prejudice basis for the purpose of transitioning the Screening Contractor Training Representative (SCTR) Classification, related to certain Article(s)/Clause(s) of the Collective Agreement as specified below. Unless stated in this Memorandum of Agreement the terms and conditions of this Collective Agreement apply.

The parties agree as follows:

1. **Article 2.01: It is agreed that SCTR duties in Vancouver is bargaining unit work and may only be performed by employees in the SCTR Classification, based in Vancouver.**
2. **Article 17.03: The employer commits that training assignments will be scheduled in a manner that ensures the employee is able to self administer their breaks as outlined in Article 17.03 (a) – (g). Should an employee be unable to take a break as outlined in Article 17.03 (a) – (g), they shall report such to the Training Manager, who shall schedule the break in accordance with Article 17.03 (a) – (g), otherwise Article 17.03 (h), (i) and (j) will apply.**
3. **Article 17.13: For the duration of this Collective**

Agreement, employees in the SCTR classification shall have the same shift give away and shift trade privileges as set out in Article 17.13, with one (1) exception. When an employee is scheduled to deliver Basics or SOF training, such shift give away or shift trade requests shall be addressed on a case-by-case basis.

4. **Article 18.03: The parties agree that the vacation ratio for the SCTR classification for 2026 will be based upon 10% of the total number of employees in the classification on October 1, 2025, rounded according to standardized rounding principles, i.e. 5.5 rounds up to 6, 5.4 rounds down to 5. Thereafter, the provisions of 18.03 (e)(i) for the Vancouver Site will apply in establishing the vacation ratios for the SCTR classification.**

Screening Contractor Training Representatives (SCTR's):

The Union's position remains that the starting base for the SCTR's is the current terms and conditions of the collective agreement in its entirety which would only be modified or amended by any SCTR24 specific proposals. All terms of the collective agreement should be awarded retroactive to the date the Union was certified to represent the SCTR's.

359 Section 1 of the MOA#7 proposal is accepted by both Parties. However, under Section 2, the Employer opposes extending the penalty language for missing breaks in 17.03 to SCTR's, noting that SCTR's are expected to manage their own breaks, often in coordination with the Screening Officers they are training. According to the Employer, it is neither practical nor necessary for managers to monitor those breaks in the same way as Screening Officers.

Ruling on Section 2 of MOA #7

360 Given the fact that SCTR's self-manage their breaks within a more fluid training schedule, I find it appropriate to add clarification that training assignments will be scheduled in a manner that ensures SCTR's are able to self-administer their breaks in accordance with Article 17.03.

361 Penalties and management oversight break with practice and are unnecessary in
any event, given that the first sentence of Article 17.03 guarantees that SCTR
may self-administer their breaks. Accordingly, I award the following:

2. Article 17.03: The Employer commits that training assignments will be scheduled in a manner that ensures the employee is able to self-administer their breaks as outlined in Article 17.03 (a) – (g).

362 Under Section 3, the Union’s proposal for Article 17.13 is accepted by the
Employer, subject to the inclusion of the language “subject to operational needs”
at the end, which it says ensures it can meet CATSA obligations and maintain
uninterrupted operations.

363 The Union does not agree that the words “subject to operational needs” are
required, but says it is agreeable to adding the words "and will not be
unreasonably withheld.”

Ruling on Section 3

364 I find that the Parties would have reached a compromise on this issue and award
as follows:

Article 17.13: For the duration of this Collective Agreement, employees in the SCTR classification shall have the same shift give away and shift trade privileges as set out in Article 17.13, with one (1) exception. When an employee is scheduled to deliver Basics or SOF training, such shift give away or shift trade requests shall be addressed on a case-by-case basis with a view to operational needs and will not be unreasonably denied.

365 Under Section 4, the Union’s proposal for Article 18.03 is as follows:

Article 18.03: The parties agree that the vacation ratio for the SCTR classification for 2026 will be based upon 10% of the total number of employees in the classification on October 1, 2025, rounded according to standardized rounding principles, i.e. 5.5 rounds up to 6, 5.4 rounds down to 5. Thereafter, the provisions of 18.03 (e)(i) for the Vancouver Site

will apply in establishing the vacation ratios for the SCTR classification.

366 The Company proposes the following revisions:

Article 18.03: The parties agree that the vacation ratio for the SCTR classification will be based upon 10% of the total number of employees in the classification *in the week of the requested scheduled vacation*, rounded according to standardized rounding principles, i.e. 5.5 rounds up to 6, 5.4 rounds down to 5.

(emphasis indicating proposed change)

367 The Company submits that its language provides a practical and sustainable method for determining vacation ratios for SCTRs, unlike the Union's approach, which relies on the Screening Officer mechanism used at the Vancouver airport. Using the Screening Officer calculation is unworkable for SCTRs because of the classification's small size. The Employer indicates it is prepared to accept a flat 10% ratio for SCTRs.

368 In its reply, the Union indicates that it will agree to a 10% vacation ratio for SCTRs on the basis that the ratio is determined using the procedure set out in Article 18.03(e)(i) for regional sites.

369 The Employer submits in reply that it agrees to a flat 10 percent rate for the SCTR classification.

370 Given the size of the classification, I find it appropriate to set the SCTR vacation ratio at 10 per cent of the total number of SCTRs, rounded in the usual manner: I award the following language to give effect to that change:

Article 18.03: The parties agree that the vacation ratio for the SCTR classification will be based upon 10% of the total number of employees in the classification, rounded according to standardized rounding principles, i.e. 5.5 rounds up to 6, 5.4 rounds down to 5.

371 A number of other proposals with respect to the SCTRs remain outstanding:

Article 17.05 -- Shift-bid modifications and rotation through training

372 The Employer seeks a SCTR-specific exception to Article 17.05 that would allow it to modify SCTR shifts, with a minimum of two weeks' notice, to rotate them through Screening Officer Foundation training and on-the-job training at least once every two years. According to the Employer, its proposal is intended to promote regulator compliance.

373 The Union objects to the Employer's proposal to change the shift bid modification process for SCTRs, arguing employees in these positions should be entitled to reasonably expect to work the shift they have bid on. The Union objects to the absence of a limit in the Employer's proposal on how often an SCTR can be taken from their regular shift and rotated to Screening Officer Foundation training.

Article 17.05 Ruling

374 The evidence establishes that training assignments are a core part of existing SCTR duties and that they must sometimes be scheduled in alignment with CATSA's fixed training windows and screening officers' shifts. Some flexibility in modifying SCTR schedules is necessary and would likely have been agreed to in free collective bargaining, albeit within constraints, recognizing that frequent, unpredictable removal from bid lines would erode the value of the bidding system and could create inequities among SCTRs.

375 The award will therefore provide that SCTR shift-bid modifications for the purpose of delivering Screening Officer Foundation and on-the-job training ("OJT) may be made with a minimum of two weeks' notice, notwithstanding the general limits in Article 17.05, provided that:

(a) such modifications are distributed as equitably as practicable among SCTRs; and

(b) no individual SCTR is required to accept more than three, week-long reassignments in any calendar year, unless the Employer can justify an additional assignment in view of unavoidable CATSA requirements or operational constraints.

376 I award as follows:

Article 17.05: The process for shift bid modifications for SCTRs shall be the same as for Screening Officers (see 17.05 above), except as noted below.

SCTR shift-bid modifications for the purpose of delivering Screening Officer Foundation and on-the-job training (“OJT”) may be made with a minimum of two weeks’ notice, notwithstanding the general limits in Article 17.05, provided that: (a) such modifications are distributed as equitably as practicable among SCTRs; and (b) no individual SCTR is required to accept more than three, week-long reassignments in any calendar year, unless the Employer can justify an additional assignment in view unavoidable CATSA requirements or operational constraints.

Article 17.07 -- Overtime

377 The Employer proposes the following overtime language for SCTRs. In its reply submission, the Employer concurred with the Union’s comment that the Company’s concern regarding assigning next-day overtime is covered by Article 17.07(i). Accordingly, it submits the following amended proposal:

Article 17.07:

Same-day overtime (SDOT) may be requested of an SCTR in circumstances where a Screening Officer’s training must be completed that same day. In certain circumstances, and in order to maintain the integrity and consistency of the Screening Officer’s training, it may be important to ensure that the Officer’s training is completed from start to finish with the same SCTR. In such cases, overtime may be awarded to that SCTR without consideration of seniority.

Every effort will be made to ensure that SCTRs are provided with adequate time to complete any administrative duties during their regularly scheduled hours. If, despite this, additional administrative work is required outside of their regular shift hours, they will receive overtime rate, however principles based on awarding overtime by seniority will not apply. Any and all overtime will require prior approval from the management.

With respect to next-day overtime (NDOT), it will be solicited in accordance with Article 17.07(i).

378 The Union does not dispute the need for continuity in training but insists that overtime remain voluntary, arise in unforeseen circumstances and be largely

governed by the existing Article 17.07 framework, with any exceptions narrowly drawn and limited in duration.

Ruling on Article 17.07 -- Overtime

379 Once again, I turn to the *status quo* for guidance on replication. The nature of SCTR work – particularly the need to maintain continuity for a screening officer’s training session, and the time to complete time-sensitive administrative tasks – justifies a limited exception to the presumptive application of seniority-based overtime allocation language. In my view, the Parties would have settled on language that accommodates their respective interests as represented in the Employer’s modified proposal. I find in favour of the Employer’s language in its reply submission for this proposal.

MOA #5 and #6

380 Memorandum of Agreement #5 (Vancouver Airport) and #6 (Regional Airports) relate to the ability for employees working as Screening Officers to qualify as SCTRs, while remaining in their existing position.

381 The Parties have largely agreed on the Union’s proposed amendments, except for two issues: clause 3(c) and clause 5.

382 First, the Union proposes amending clause 3(c) to require that employees be paid at the SCTR Level 1 rate during training and at the SCTR Level 2 rate upon receiving CATSA certification, rather than at the current Lead Screener rate. The Union has also proposed a three-tiered wage scale for SCTRs at YVR: Level 1 (pre-certification), Level 2 (post-certification), and Level 3 (after 2080 hours). Since MOA #5 predates the unionization of SCTRs, it uses the Lead Screener pay rate for the pre-certification period when trainees remained within the bargaining unit. The Union argues that, now that SCTRs are unionized and expected to have a defined wage scale, trainees should be compensated in line with new hires training to become SCTRs. This approach mirrors the Company’s existing pay structure for screening officers, who are paid at the F1 rate during initial training and then at the 3.1 rate once on-the-job training begins.

383 Briefly stated, the Employer seeks to maintain the existing language of clause 3(c), arguing that this approach is consistent with its wage proposal for SCTRs, which seeks to align SCTR compensation with the compensation of Point Leads / Lead Screeners.

Ruling on the Clause 3(c) Proposal (MOA # 5 and #6)

384 I have attempted to maintain the status quo for the SCTR compensation model. In keeping with that objective for the purposes of replication, I am not persuaded there is a demonstrated need to amend clause 3(c) on the grounds advocated by the Union. Accordingly, I decline to order the proposed amendments. SCTR in training will continue to be paid the current rate received for such work, subject to the general wage increases awarded above.

385 Second, the Union proposes modifying clause 5 to fix the thirty-day on-the-job training schedule for newly certified SCTR to a Monday-to-Friday day shift, with start times between 06:00 and 09:00. The Company prefers a 07:30–15:30 schedule without restricting days of the week. The Union says its position reflects operational realities: during this training period, SCTR must be observed and supported by senior SCTR and training managers, who typically work standard weekday hours. It submits that aligning trainee schedules with these hours ensures necessary guidance and mirrors the approach used for Screening Officers. The Union’s proposal reads as follows:

Upon successful certification as an SCTR, the applicant will be required to complete thirty (30) calendar days of on-the-job training (OJT) and will be scheduled to work dayshift (commencing between 06:00 and 09:00) Monday to Friday, during the period of on-the-job training (OJT). During these thirty (30) calendar days, the applicant will have the option to return to their former classification without loss of classification seniority, and the employer will have the option to return the applicant to their former classification without loss of classification seniority, if the applicant is unable to demonstrate their competency as an SCTR.

386 The Employer proposes to add a reference to a core shift of 07:30 to 15:30 on any five consecutive days, to reflect the reality that training may be scheduled 7 days a week, not only Monday to Friday.

Ruling on Clause 5

387 I understand that SCTR are evaluated by persons who “typically” work Monday to Friday; however, that does not mean training is confined to those days. Rather, it appears from the submissions that training may be scheduled 7 days a week. I find that the Parties most likely would have agreed on language reflecting that status quo and, on that basis, find in favour of the Employer’s proposal, as follows:

Upon successful certification as an SCTR, the applicant will be required to complete thirty (30) calendar days of on-the-job training (OJT) and will be scheduled to work a *core shift of 7:30 – 15:30, on any five (5) consecutive days*, during the period of on-the-job training (OJT). During these thirty (30) calendar days, the applicant will have the option to return to their former classification without loss of classification seniority, and the employer will have the option to return the applicant to their former classification without loss of classification seniority, if the applicant is unable to demonstrate their competency as an SCTR.

(change in italics)

388 Under MOA #6, the Parties have agreed to repeal the former agreement on assistant SCTRs and replace it with a version modelled on MOA #5 for regional airports, including Victoria, Prince George, Kelowna, Comox, and Nanaimo. Most provisions are agreed upon, with the same two unresolved issues regarding pay rates and training schedules carried over from MOA #5.

MOA 4: Temporary Assignments Between IAM Bargaining Units

389 The Employer proposes to exempt SCTRs from MOA 4 and to adopt SCTR-specific language recognizing that training travel is a frequent requirement and that volunteers will be sought and assignments awarded by seniority, with a fallback of reverse-seniority assignment if there are no volunteers, together with specified per diems, accommodation and travel standards.

390 The Union submits a number of concerns if SCTRs are fully exempted from MOA 4. It points to protections under MOA 4 such as: i) prior authorization from the Union of all such assignments, ii) minimum time frame of 7 calendar days to post such assignments, iii) the assignments are voluntary and based on classification seniority, iv) the assignment cannot exceed 45 days, unless agreed to, v) the employee taking the transfer continues to accrue seniority at their home site and retains the terms and conditions of employment and compensation of their home site, vi) the transferring employee is entitled to be paid the same hours they were entitled to at their home site, vii) minimum accommodation standards of a single hotel room, in a safe environment, conveniently located to the site, and comfortably equipped, viii) shuttle service between the accommodation and site, and ix) a daily specified per diem.

391

The Employer updated its proposal in its reply. Given that SCTR's at Vancouver are part of a national and regional training system, some distinct travel language is warranted, but it should incorporate the core protections of MOA 4. I am satisfied that the Employer's revised proposal, which now includes notice, a maximum assignment length, maintenance of home-site conditions, and clear accommodation and per diem standards, provides an appropriate framework. SCTR's will therefore be exempted from MOA 4 and subject instead to a SCTR-specific temporary assignment clause in accordance with the Employer's revised proposal, with the requirement that the Union be notified of such assignments as soon as reasonably practicable. Accordingly, I award the following language:

The parties recognize that not all airports in the Pacific region covered by this Collective Agreement have assigned SCTR's. As such, the parties acknowledge that travel is frequently required for SCTR's to provide services all airports under this Collective Agreement. In recognition of these frequent travel requirements, the parties agree that distinct terms and conditions are necessary for temporary assignments involving SCTR's.

Therefore, the parties agree as follows:

- 1. SCTR's will be exempted from the terms of MOA #4, subject to the terms and conditions outlined below.**
- 2. The Company will notify the Union of any and all temporary SCTR assignments as soon as reasonably practicable.**
- 3. The Company will make every reasonable effort to post temporary SCTR assignments not less than seven (7) calendar days in advance of the assignment, unless shorter duration is unavoidable, in which case the Company will make every reasonable effort to post temporary SCTR assignments with as much notice as possible.**
- 4. Temporary SCTR assignments will be offered on a voluntary basis and awarded based on seniority. If there is a lack of volunteers, the temporary SCTR assignment will be awarded in reverse order of seniority.**
- 5. The temporary SCTR assignment will be for a maximum of 45 days. The time period may be extended by mutual agreement between the parties.**

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 SCTR 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.

8. 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.

9. The Company will ensure that employees are provided with shuttle service, or alternative means of transportation, 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.

10. A daily per diem of \$70.00 will be paid to a transferring employee, in accordance with Article 20.08.

11. Mileage, if applicable will be reimbursed in accordance with Article 17.14.

Wage Rates for SCTRs

392 The Union proposes to introduce the following wage rates for SCTRs into the Collective Agreement:

		CURRENT	4/1/25	4/1/26	4/1/27
SCTR	L1	36.06	36.60	37.15	37.71
	L2	36.54	37.82	39.14	40.51
	L3	37.26	39.31	41.47	43.75

393 It proposes the levels in wage scale be defined as follows:

SCTR L1:	Pre-certification
SCTR L2:	Post-certification
SCTR L3:	2080+ hours

394 The Employer proposes that rates for the SCTRs be increased only in Years 2 and 3, at 1.5% (the same rate it proposes should apply to the Screener 3.3 and 3.4 wage rates in those years).

395 The Employer proposes that the SCTRs should be paid at the 3.4 rate plus 12.5% in the first year of the contract, which is the same rate currently applicable to Point Leads, Lead Screeners and Line Leads.

Union's Position on Wage Rates for SCTRs

396 The Union points out that its proposal is similar to the wage levels for Screening Officers, who it says go through an analogous certification process. The Union takes issue with the fact that the compensation scheme proposed by the Employer mirrors the compensation scheme for Point Leads, both in terms of the lack of levels and the wage rate formula. The Union asserts that such an approach would not incentivize employees to remain as SCTRs with the Employer on a long-term basis.

397 The Union refutes that Point Leads are analogous to SCTRs, noting that Point Leads focus on administrative support and operational oversight, do not provide training, and are held to lower certification standards, whereas SCTRs are the designated providers of CATSA-required training, exclusively perform training duties, and must achieve a higher passing score of 90% rather than 80%, so their compensation should not be the same as Point Leads.

398 The Union explains that SCTRs in the Pacific region currently receive a minimum salary of \$75,000, which it calculates as \$36.06 per hour based on a 2,080-hour work year, with most Vancouver SCTRs at that rate, about four at \$75,980 (\$36.54 per hour), and about ten at \$77,500 (\$37.26 per hour). These existing salaries form the basis of the Union's proposed wage levels, and the Union seeks to maintain current SCTR wage rates while providing increases over the renewed collective agreement in line with its proposed increases for screening officers at 3.1, 3.2, and 3.3, asserting that this structure promotes parity, cohesion, and harmony within the bargaining unit.

399 The Union observes that tying SCTRs to the current Vancouver Point Lead rate of \$33.54 per hour, would reduce SCTR wages by approximately \$2.52 to \$3.72 per

hour before any annual increases. The Union characterizes this as an excessive wage cut and relies on the replication principle to argue it would never have agreed to wage cuts for employees it had just organized, because such an outcome would equate unionization with wage loss and would have been unacceptable from both a bargaining and optics perspective.

400 As to comparators, the Union relies on the Toronto agreement, which as of October 1, 2025, sets a SCTR rate of \$34.99 per hour, between \$1.07 and \$2.27 below current Vancouver SCTR wages. The Union points out that in Toronto, before March 2024, its own agreement with Garda did not have an SCTR classification; instead, team leaders and grandfathered point leads performed training and were paid as a percentage premium above the 3.4 screening officer rate, a pattern that continued when a SCTR level tied to 3.4 was later negotiated there.

401 The Union stresses that Vancouver followed a different trajectory: after G4S took over in 2011–2012 and Arbitrator Foley’s 2012 award, G4S laid off the point lead/lead screener classification, including those delivering training, and reassigned training to non-union staff, with a grievance settlement limiting recalled employees to screening duties only. Over time, those non-bargaining-unit training responsibilities expanded as CATSA added more training requirements, culminating in the SCTR role, which remained outside the bargaining unit until SCTRs were included in July 2025; because training in Toronto and Vancouver evolved under different histories and compensation bases, the Union submits that the Toronto SCTR structure and the employer’s Point Lead model are not fully analogous to the Vancouver SCTR situation.

402 The Union’s position is that any wage rate increase for SCTRs should be retroactive to the effective date of the collective agreement. The Union submits, however, that in the event a wage rate reduction is ordered for SCTRs, this would constitute an “unusual or extreme” circumstance justifying departure from retroactive application, given the financial strain it would place on the individual SCTRs.

Employer’s Position on Wage Rates and Benefits for SCTRs

403 According to the Employer, the Union’s proposal for SCTR compensation is neither sensible nor grounded in any industry standard. The Employer submits that adoption of the Union’s proposal would create a significant and unjustified windfall for SCTRs that is wholly outside any comparable agreement. The Employer stresses that SCTRs’ current salaries are already 10% above the unionized industry standard. The Union then proposes to add the full suite of benefits enjoyed

by its members, representing an immediate 9% increase in total compensation. The Employer states this would produce an overall compensation package that is 19% above industry comparators, even accounting for the top-of-market wage increases the Union seeks to apply thereafter.

404 The Employer asserts that the Union bases its proposed current wage rate and wage percentage increases for SCTR on the higher \$77,500 SCTR salary, which only 4 SCTR receive. According to the Employer, the majority of SCTR's salaries and the current hiring rate are \$75,000 annually.

405 In short, the Employer asserts that if the Union seeks to preserve these higher "legacy" salaries, then the corresponding trade-off that has always existed must remain.

Ruling on the SCTR Wage Rates

406 In determining SCTR compensation, I am mindful of replication, comparability and total compensation, and alert to the risks attached to retroactively providing these employees the full range of Collective Agreement benefits given their unique terms of employment.

407 The starting point is that SCTR in Vancouver are presently paid at levels that exceed the SCTR-equivalent rates found in other major airports, in some cases materially so. Further, I accept that those rates were set on the basis that SCTR would receive few of the monetary benefits Screening Officers enjoy under the Collective Agreement. The Union's proposal would preserve those high salaries, layering on the full range of screening officers' benefits and pension as well as adding top-of-the-market percentage increases. I have little difficulty concluding that the proposal is well outside the range established by the comparators and cannot be reconciled with the replication principle.

408 At the same time, the Employer's proposal involves an immediate nominal wage reduction for SCTR, albeit one that is, on its evidence, largely or entirely offset in total compensation by their gaining access to benefits, pension, parking and other monetary provisions. In free collective bargaining, one would not expect a newly organized group to agree to a reduction in its headline wage rate at the very moment it joins the unit. That is a factor, but one that must be weighed against the reality that SCTR have, for years, been compensated under a "higher wage, fewer benefits" model.

409 I conclude that both the Union and the Employer seek a significant breakthrough by unwinding the existing SCTR compensation model; however, a significant

departure from that model is more appropriately left for collective bargaining. I find that the Parties would likely have arrived at a bargain that largely mirrors the existing model. On that basis, I find that SCTR shall continue at their current rates, which the Employer has pegged at 22% above the current rate for L 3.4 Screening Officers in Vancouver. The current wage rates of SCTR shall be subject to the same general wage increases as the rest of the bargaining unit over the term of the Collective Agreement. These wage adjustments shall be retroactive to the date of the variance.

410 The Employer has set out the features of the current SCTR compensation model as follows:

300. Prior to July 29, 2025, SCTR in Vancouver were employed on a non-union basis on terms and conditions of employment different from those of the existing IAM bargaining unit under the Collective Agreement. Specifically, the SCTR received an individually set annual salary of between \$75,000.00 and \$77,000.00 and health benefits in accordance with the benefits provided for office staff. SCTR who were transitioned from the prior employer are the only SCTR who received salaries of \$77,000.00. All new SCTR have been hired at the rate of \$75,000.00. There is no progression.

SCTR Employment
Agreement at **Exhibit 79**

PASS – Benefit Summary –
Office Staff at **Exhibit 80**

301. There are significant differences between the compensation package of SCTR in Vancouver and the compensation package of Screening Officers under the Collective Agreement. For example, SCTR in Vancouver do not have pension, an entitlement to sick bank payout, paid parking, or paid drycleaning, and they have a less costly benefit plan.

411 It appears from the submissions that SCTR are currently being paid a range of different salaries between the starting rate of \$75,000 annually and topping out at \$77,500 (as referred to in the Employer's reply submission). The basis for these different rates of pay is not explained.

412 In order to preserve the status quo, I order that each SCTR continue to be paid at what amounts to their current hourly rate. In so awarding, I observe that fixing an hourly rate will facilitate the administration of overtime. The starting rate will continue to be the hourly equivalent of \$75,000 annually plus the general wage increases awarded.

413 SCTRs will continue to receive the current “office” benefit package as set forth in Exhibit 80 of the Employer’s brief. For clarity, this means that SCTRs will continue to be eligible for the benefits package they had prior to their inclusion in the bargaining unit and will not be eligible for existing Collective Agreement benefits during the life of this Agreement. I order the Parties to include the contents of the SCTR benefits package in the Collective Agreement.

M. Retroactivity and Implementation

Union’s Position on Retroactivity and Implementation

414 The Union seeks retroactivity of wage increases to the effective date of the renewal term. The Union points to the 2022 Award in which I held that “denying retroactivity would rest the consequences of bargaining delays onto the shoulders of existing employees.”

415 For benefits, the Union proposes retroactivity aligned with the start of a benefits year, so that improved coverage would apply for the full benefit cycle. It also seeks retroactive application of appropriate terms to SCTRs from the date they were added to the bargaining unit, subject only to necessary adjustments where wage rates are being harmonized.

Employer’s Position on Retroactivity and Implementation

416 The Employer accepts that wage increases may be made retroactive, but asks that this be addressed through a lump sum payment as opposed to full retroactivity. It notes that Arbitrator Bell awarded a global lump sum payment in lieu of retroactive pay in the 2019 interest arbitration between the Union and G4S.

417 In the alternative, the Employer submits that, at a minimum, full retroactive pay should not be awarded. In its submission, any retroactivity should be reduced to reflect the mixed practice of the Union receiving both lump sum payments and retroactivity in the past. The Employer points to *AUPE v AgeCare Investments Ltd.*, (unreported), December 8, 2025, at para 346, in which Arbitrator Yingst Bartel

expressly recognized this mixed practice and accordingly reduced retroactivity by 25%, asserting a similar reduction is warranted here if retroactivity is awarded.

418 With respect to SCTRs, the Company opposes extensive retroactivity, characterizing it as a windfall that would effectively grant them the benefit of both their prior arrangements and the full collective agreement terms over the same period. It therefore favours a more limited implementation structure that balances fairness with practicality and overall cost.

419 Finally, if retroactivity is awarded, the Employer contends that only current employees should be entitled to any lump sum payments or retroactivity awarded, pointing to Arbitrator Bell's 2019 interest arbitration award, in which she awarded the global lump-sum payment in lieu of retroactivity to be paid only to active employees. Likewise, the Employer points out that I awarded retroactive wage increases only to active employees in the 2022 interest arbitration award for these Parties.

Ruling on Retroactivity

420 Retroactivity is a central element of replication analysis: in free collective bargaining, wage increases negotiated in a renewal agreement are commonly made effective from the date following expiry of the prior agreement, ensuring continuity of economic progress. There is a recognized arbitral presumption in favour of retroactivity, unless it generates impractical or unintended results: *Pentiction & District Retirement Home v. Hospital Employees' Union*, 1977, 16 L.A.C. (2d) 97 (Weiler).

421 Consistent with that presumption, general wage increases ordered in this award are retroactive to the agreed effective date of the renewal term or to the date of variance for the SCTRs. Consistent with the trend of previous awards, retroactivity will only apply to those employed as of the date of this award. As noted above, I reject a lump sum as that lessens the benefit of future percentage increases. For health and welfare benefits, by contrast, the administrative complexity and potential for inequitable outcomes weigh in favour of prospective implementation aligned with plan-year cycles; the benefit improvements ordered will therefore not be retroactive.

X. CONCLUSION

422 The governing task throughout has award has been to replicate, as closely as possible, what the Parties would likely have achieved in free collective bargaining with access to economic sanctions, having regard to labour-market realities, comparators and the particular operational context of CATSA-mandated screening work.

- 423 Within that framework, the award maintains the core architecture of the existing agreement while making measured, incremental adjustments in areas where the evidence demonstrated a clear need for modernization or clarification. On the non-monetary side, it updates the scope and recognition language to reflect the current bargaining unit and to clarify the inclusion of lead roles and SCTRs, refines provisions on breaks and scheduling to better capture how the Parties have operated in practice, and rejects proposals—such as gender-based qualifications and sweeping bathroom and penalty clauses—that would have represented breakthrough departures from the established balance of rights and obligations. It also introduces limited technological-change and SCTR-specific language aimed at managing foreseeable change without creating open-ended new entitlements.
- 424 On the monetary side, the award establishes a wage pattern that modestly exceeds projected inflation and situates this unit within the mainstream of recent airport screening settlements but falls short of the full economic package advanced by the Union. It provides measured increases to per diems and targeted improvements to health and welfare benefits—particularly in areas linked to the demands of screening work—while maintaining the existing pension contribution rate and declining to introduce a standalone COLA mechanism. Retroactivity is granted for wages in the usual way, with benefit changes implemented prospectively and SCTR retroactivity calibrated to reflect their recent inclusion in the unit.
- 425 Taken as a whole, the result is an integrated package that preserves the essential character of the Parties' long-standing agreement, addresses demonstrated gaps and ambiguities, and reflects a fair and reasonable allocation of gains in light of the evidence and the principles governing interest arbitration.
- 426 I retain the jurisdiction to resolve any issues arising out of the interpretation or implementation of this award.



Ken Saunders
Arbitrator

Dated at the City of Vancouver in the Province of British Columbia, this 6th day of February, 2026.