



# TO ALL IAM & AW MEMBERS EMPLOYED BY G4S – PRE-BOARD SCREENING PERSONNEL LOCAL LODGE 16 – PACIFIC REGION RATIFICATION PACKAGE

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Dear Sisters & Brothers:

Please find attached the amended provisions of the Collective Bargaining Agreement, which constitute a Memorandum of Settlement, that the Bargaining Committee recommends for ratification.

Unless contained within this package, the language of the existing Collective Bargaining Agreement remains unchanged. The amended provisions are reflected in two (2) ways. New language is *underlined and italicized* and deleted language is (bracketed) and has a strike through.

It is agreed that the amendments to Appendix A are retroactive to April 1, 2015 and any associated application of the wage scale amendments are also retroactive. All other amendments are effective immediately upon ratification or as specified. Upon ratification the Company will immediately undertake to implement the wage scale and requisition retroactive payments within sixty (60) days of ratification.

Please refer to the bulletin issued by Transportation District 140 outlining the dates, times and locations for information sessions and ratification at your Site.

Members are encouraged to attend the scheduled information sessions scheduled at their respective Sites. Representatives from your Negotiations Committee will be present to answer your questions.

In Solidarity – Your Bargaining Committee

# Memorandum of Settlement

Between

G4S Secure Solutions (Canada) Ltd.

And

IAMAW, Transportation District 140, Local Lodge 16

## Summary of Proposed Amendments – Agreement #2

The Parties agree that the language of the current collective agreement as amended herein will constitute a Memorandum of Settlement to amend/renew certain provisions of the Collective Agreement, which each bargaining committee agrees to recommend for ratification to their respective organizations. Unless otherwise stated herein, the terms and conditions of the previous Collective Agreement apply. This Agreement is subject to a majority ratification by each of the affected Bargaining Unit personnel, throughout the Pacific Region.

### **ARTICLE 2 – SCOPE AND RECOGNITION**

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

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

## **FULL-TIME AND PART-TIME EMPLOYEES**

~~(2.09)~~**2.11** A full-time employee is an employee who holds a position on a continuous, scheduled basis and is scheduled for ~~(more than)~~ thirty (30) or more hours per week, to a maximum of forty (40) hours per week.

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

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

## **ARTICLE 5 – UNION REPRESENTATION**

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

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

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

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

Prior to any disciplinary action being taken by the Company, the employee will have the opportunity to have his/her case presented at a meeting, as part of the Company's investigation. The employee and the Shop Steward will be advised in advance as to the nature of the matter giving rise to the meeting.

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

Every effort will be made to present discipline during the employee's regularly scheduled shift and within three (3) business days of the incidents giving rise to the discipline. All discipline shall be presented in private and out of public view. A Shop Steward who is present when any Member is presented with discipline will be provided reasonable time to counsel the Member, investigate and file a grievance as required, without loss of pay.

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

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

#### **5.07 Union Representation**

##### **(b) Other Union Stewards**

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

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

### **ARTICLE 6 – GRIEVANCE PROCEDURE**

**6.13** If an employee(, ~~who has acquired seniority,~~) believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within five (5) days after notice has been given to the employee and the Chief Shop Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.

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

## **ARTICLE 7 – ARBITRATION**

**7.01** In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to expedited arbitration by mutual agreement in accordance with the Memorandum of Agreement entered into by the parties on November 4, 2013, or alternatively to single arbitration by Notice in Writing by one party to the other within ten (10) days from the decision of the Company under Article 6.05, or Article 6.07 or of the Union under Article 6.07. The Notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of the Arbitrator provided below, on a rotational basis:

- (~~John Hall~~) James Dorsey
- Ron Keras
- (~~Wayne Moore~~) Stan Lanyon
- Vince Ready
- Chris Sullivan
- Colin Taylor

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

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

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

## **ARTICLE 9 – SENIORITY**

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

(d) is laid off for a period in excess of (~~twelve (12)~~) twenty-four (24) months;  
or,

(i) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation (i.e. all routes will be expired before termination of seniority).

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

## **ARTICLE 10 – PROBATIONARY EMPLOYEES**

10.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed for (~~ninety (90)~~) one hundred and twenty (120) consecutive calendar days after his/her first (1<sup>st</sup>) hour worked, at which time he/she shall become entitled to seniority dated from his/her most recent date of hire with the Company. The Company shall have the right to dismiss a probationary employee for cause, at the Company's sole discretion, at any time during the probationary period. The Company's exercise of its discretion to discharge a probationary employee for cause shall not be subject to any grievance or arbitration, unless the discretion has been exercised in bad faith or contrary to the Canadian Human Rights Act.

## **ARTICLE 11 – REDUCTION IN FORCE**

### **Lay-off and Recalls**

**11.02** The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of seniority. The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven, the Company will train the most senior person to perform the work required.

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

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

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

An employee who has been laid-off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of ~~(twelve (12))~~ twenty-four (24) months. If not recalled to work during that time, his/her name shall be removed from the seniority list.

## **ARTICLE 13 – LEAVE OF ABSENCE**

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

(a) the employee gives notice in writing to Management of his/her request for a Leave of Absence at least thirty (30) calendar days prior to the proposed commencement of the Leave of Absence (except in the case of emergency); and,

(b) in the judgment of the Company, up to eight percent (8%) of the workforce at the Site will be eligible to be on Leave of Absence at any given time, provided the proposed Leave of Absence can be arranged without undue inconvenience to normal operations.

(c) When such Leave is granted, the employee shall retain and accrue his/her seniority, pursuant to the IAM Constitution and/or Local Lodge Bylaws.

(d) In no case shall a Leave of Absence be granted to an employee for the purpose of working for another employer or self-employment.

**13.03** Where a Leave Of Absence has been requested at least thirty (30) calendar days before the requested Leave in accordance with Article 13.01 (a), the Company shall notify, in writing, both the applicant and the Union, of its decision (within) at least fourteen (14) calendar days (after the request was made by the employee to the Company.) before the date of commencement of the requested Leave of Absence, all other requested leaves shall be processed as soon as reasonably possible.

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

(a) ~~Up to eight percent (8%) of the workforce will be eligible to be on Leave of Absence at any given time.)~~ move to 13.01 (b)

**Re-letter remainder of Clause**

(b) Requests must be made in accordance with Article 13.01 (a).

(c) Pending unapproved requests for Leaves of Absence shall be granted on the basis of seniority.

(d) When returning from Leave of Absence, the employee shall be placed on the same shift, which they left. The Company has thirty (30) days to place the employee back on their original shift. In the event there has been a new shift bid in the interim, the employee shall be placed, on the nearest comparable shift based on his/her seniority.

**ARTICLE 14 – BEREAVEMENT LEAVE**

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

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

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

If the employee is notified of a death in his/her Immediate Family while working, he/she shall be relieved from duty, upon the request of the employee. The employee (~~may elect to~~) will be paid for the balance of his/her shift, in (~~accordance with~~) addition to the provision entitlements above.

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

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

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

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

## **ARTICLE 15 – LEAVE OF ABSENCE FOR UNION BUSINESS**

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

## **ARTICLE 17 – HOURS OF WORK AND OVERTIME**

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

(a) Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, based on seniority.

~~(b) Shift preferences will be based upon an employee's classification seniority.~~

(b) Shift preference will be bid based upon an employee's classification seniority and qualifications (HBS/PBS/NPSV) in the case of posted open shift bids and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion.

(c) The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement.

- (d) The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport and CATSA requirements.
- (e) Rest days shall be consecutive, as far as possible, it being understood that the Company will make every reasonable effort to provide consecutive rest days.
- (f) Shift schedule start times shall be consistent (ie. the same start time each day), as far as possible, it being understood that the Company will make every reasonable effort to provide consistent start times.
- (g) Split shifts shall only be utilized at Class Other (3) Sites, where the operational requirements warrant.
- (h) Shift durations will only be comprised of the following shift lengths: 4, 5, 6, 8, 10 or 12 hours, unless otherwise mutually agreed between the Company and the Union.
- (i) The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids, without loss of wages to representatives of the Union. The Company is entitled to be present during the administration of the shift bid.
- (j) The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company.
- (k) Should the Union fail to return the completed shift bids to the Company within the ten (10) calendar day time line, the Company will take over and complete the shift bid.
- (l) The Company will post shift awards seven (7) calendar days prior to the schedule's effective date. (~~per Article 17.05.~~)
- (m)(New) Shift schedules will be implemented at the commencement of the work week in accordance with Article 17.02.
- (n) A shift bid process will take place at least twice (2) per year with schedules to be implemented in or about April and October or as otherwise required at a site level. The Company and the Union acknowledge that the shift bid process will commence prior to the date the shift schedules are to be finalized and posted. In the event of a major change in the bona fide operational requirements, affecting the bid

schedule, the Company and Union will meet to discuss the change and review the documentary evidence supporting the change, in an effort to reach a mutually satisfactory resolution and minimize the frequency of shift bids. If the Company and Union are unable to reach a mutually satisfactory resolution, the Company may require an additional shift bid(s) in the calendar year, which will be conducted in accordance with Article 17.01.

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

**17.03** **Breaks**

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

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

(c) Employees who work six (6) hours in a day will be entitled to a thirty (30) minute paid meal break to be taken between the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) hours and one (1) fifteen (15) minute paid break to be taken between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) hours. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.

**Renumber remaining sub-clauses.**

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

(e) Employees who work ten (10) hours in a day will be entitled to one (1) thirty (30) minute paid meal break to be taken between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hours and three (3) paid fifteen (15) minute breaks to be taken between the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) hours, the sixth (6<sup>th</sup>) and

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

(f) Employees who work twelve (12) hours in a day will be entitled to one (1) thirty (30) minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and four (4) paid breaks to be taken between the second (2nd) and fourth (4th) hours, the sixth (6th) and eighth (8th) hours, the eighth (8th) and tenth (10th) hours and the tenth (10th) and twelfth (12th) hours. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.

(g) Should the final paid break be administered in the last fifteen (15) minutes of the employee's scheduled shift, the employee will be excused from work immediately with pay to the end of the scheduled shift.

(h) Should the Company fail to administer breaks within the provisions set out above and a break is missed, the duration of the missed break will be paid at the rate of double time (2.0) their normal rate of pay, in addition to the employee's schedule shift length.

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

**Shift Bid Modifications:**

a) The Company (~~however,~~) may change posted work schedules due to changes in airline schedules, airport or CATSA requirements, in which case the Company will meet with the Union Shift Bid Committee to provide supporting documentation to demonstrate that the changes are necessary in accordance with the above reasoning. In the event that a change is required, the affected employee(s) shall be provided with at least (~~forty-eight (48) hours~~) seven (7) calendar days written notice before such change is implemented. The Company will make every reasonable effort to avoid adjusting employee's bid shift start and/or stop time, however, if start and/or stop time changes are unavoidable, an employee's bid schedule may be modified up to a maximum of thirty (30) minutes, one (1) time per shift bid, on a temporary or permanent basis, or as otherwise agreed with the Union. Modifications shall not result in a change of rest days or a reduction in hours. The Company agrees to accomplish the schedule change on a voluntary basis (~~in~~) by classification seniority order and qualifications (HBS/PBS/NPSV). If there are insufficient volunteers, the principles of

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

~~(Schedule adjustments that result in an increase in available hours per week will be posted for seventy-two (72) hours and awarded on the basis of classification seniority.)~~

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

Employee requests for shift modifications must be detailed in writing and provided to the Joint Scheduling Committee for consideration. ~~(The Committee will meet weekly or as otherwise required.)~~ **moved to Article 17.06.**

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

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

1. **Process for filling vacant lines anticipated to be greater than thirty (30) days in duration in the Region and sixty (60) days in Vancouver:**
  - a. Bid as a complete line.
  - b. All employees are eligible to bid.
  - c. Awarded on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV)
  - d. Posted for seven (7) calendar days and awarded immediately following the close of posting.
  - e. The employee will begin working the vacant line at the commencement of the next work week, in accordance with Article 17.02, unless otherwise mutually agreed between the Company and the employee.

Lines vacated as a result of the above vacant line posting process will be reposted, in accordance with the above, to a maximum of two (2) postings, including the initial posting, following which vacant lines will be offered under the process for filling vacant lines anticipated to be less than thirty (30) days

in duration in the Region and sixty (60) days in Vancouver, as provided below.

2. **Process for filling vacant lines and vacant shifts, which remain operationally required and are anticipated to be less than thirty (30) days in duration in the Region and sixty (60) days in Vancouver:**
  - a. Posted shifts will not be offered at less than the original length of the bid shift. If there are no eligible volunteers for the prescribed shift offered, then the shift may be offered in the form of hours, in consultation with the Joint Scheduling Committee.
  - b. All employees with less than forty (40) scheduled hours per week are eligible to bid.
  - c. Awarded on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV).
  - d. Additional shifts/hours will be awarded to a maximum of twelve (12) hours in a day and to a maximum of forty (40) hours per week.
  - e. The minimum rest provisions of Article 17.02 apply in the awarding of available additional shifts/hours.
  - f. Posted for not less than seventy-two (72) hours and awarded immediately following the close of posting. All postings will occur at 09:00 am on the posting date.

**Additional Hours:**

3. **Where additional schedule hours become available, the Joint Scheduling Committee will meet to review and discuss how to best allocate the hours for employees, to ensure the maximization of hours in accordance with the provisions of Article 17.01(a).**
  - a. All employees with less than forty (40) scheduled hours per week are eligible to bid.
  - b. Awarded on a voluntary basis by classification seniority order and qualifications (HBS/PBS/NPSV).
  - c. Additional shifts/hours will be awarded to a maximum of twelve (12) hours in a day and to a maximum of forty (40) hours per week.
  - d. The minimum rest provisions of Article 17.02 apply in the awarding of available additional shifts/hours.

- e. Posted for not less than seventy-two (72) hours and awarded immediately following the close of posting. All postings will occur at 09:00 am on the posting date.

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

The Joint Scheduling Committee will meet weekly, or as otherwise required, to review and discuss scheduling issues, including the determination of whether or not vacant lines and additional shifts are operationally required, and to determine how to best allocate the hours for employees, to ensure the maximization of hours in accordance with the provisions of Article 17.01(a).

#### **17.067 Overtime**

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

- (a) All employees shall be compensated for authorized overtime hours worked at one and one-half (1 1/2) times their regular rate provided an employee has completed forty (40) hours work during the week.
- (b) If an employee books off for a shift and is called in to work, he/she will only receive the overtime rate once he/she has exceeded forty (40) hours for the week.
- (c) If overtime is billable to CATSA and the employee has not completed forty (40) hours of regular time for the week due to his/her regular scheduled shift (i.e., not as a result of booking off, etc.) then the extra hours worked will be at overtime.
- (d) Employees will be paid for any hours spent in training, testing and certification, which hours may qualify for overtime pay pursuant to Article 17.07(a). **moved from previous 17.06, item (h)**

Re-letter remaining provisions in the clause.

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

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

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

**Same Day Overtime**

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

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

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

### **Next Day Overtime**

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

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

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

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

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

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

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

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

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

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

Re-number remaining Articles in Article 17.

**17.4213 Shift Trade / Shift Give Away Policy**

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

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

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

## **MEMORANDUM OF AGREEMENT - ARTICLE 17 - HOURS OF WORK & OVERTIME**

*This Memorandum of Agreement is entered into on a without precedent or prejudice basis to provide for the creation of seasonal shifts in the shift schedule, aligned with the changes in airline flight schedules in the Vancouver Bargaining Unit. Unless otherwise stated herein, the terms and conditions of the Collective Agreement apply.*

*The following parameters apply:*

- 1. In respect of any shift bid commencing at any time between May 1 and August 31, (the "Summer Schedules") the scheduled seasonal shift length is sixteen (16) hours each week, comprised of two (2) eight (8) hour shifts, on Saturday and Sunday, between 00:00 Saturday and 23:59 Sunday, unless otherwise agreed between the Company and the Union.*
- 2. In respect of any shift bid commencing at any time between September 1 and April 30, (the "Fall/Winter Schedules") the scheduled seasonal shift length is eight (8) hours each week, comprised of one (1) eight (8) hour shift on Sunday, between 00:00 and 23:59, unless otherwise agreed between the Company and the Union.*
- 3. A Summer Schedule Shift Bid will take place and become effective within thirty (30) days of June 1 each year and a Fall/Winter Schedule Shift Bid will take place and become effective within thirty (30) days of October 1 each year unless otherwise agreed upon by the Company and the Union.*

4. Employees who elect to bid an identified seasonal shift on the shift schedule will only be permitted to bid one (1) shift line at the time of the shift bid.
5. Seasonal shift lines will only be permitted, when the shift bid schedule provides for greater than 25,500 total weekly hours.
6. Total weekly hours are equal to all hours utilized in the shift bid schedule, including all targeted weekly hours and the “buffered” hours, which may be utilized by the Company in the creation of the shift bid schedule. For clarity, total weekly hours, includes all billable and non-billable hours utilized in the shift schedule.
7. The threshold of hours available to be utilized for seasonal shifts is determined during the development of the shift schedule and will be based on total weekly hours in the shift bid schedule. The maximum threshold of hours for seasonal shifts is based upon the total weekly hours as follows:

Less than 25, 500 hours = 0 hours

< 25, 501 to 26, 499 hours = 480 hours (base line)

< 26, 500 to 27, 499 hours = 560 hours

< 27, 500 to 28, 499 hours = 640 hours

< 28, 500 to 29, 499 hours = 720 hours

< 29, 500 + = 800 hours (maximum cap)

(Note: For each additional 1,000 total weekly hours utilized in the shift bid schedule, an additional eighty (80) hours shall be available for seasonal shifts to a maximum of eight hundred (800) hours)

8. All remaining total weekly hours will be utilized in the push principle schedule provided for in Article 17.01, based upon the past application and practice between the Company and the Union, maximizing employees to forty (40) hours on the basis of seniority.
9. Shift lines with rest day patterns that include Saturdays and/or Sundays off will be maximized within the main shift bid schedule, as a result of the utilization of seasonal shifts.

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

11. Employees who bid upon a seasonal shift shall be entitled to all rights and benefits under the collective agreement. However, should an employee fail to maintain an average of twenty (20) hours of work each week over a two (2) month period, the employee shall not continue to be eligible for benefit coverage pursuant to Article 21.03(b), except in respect of the specific leaves of absence expressly provided for in Article 21.03(b). Employees shall be entitled to re-qualify for benefit coverage under Article 21.03(b) after the employee achieves an average of twenty (20) hours of work each week over a two (2) month period.

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

This Agreement shall be reviewed by the parties on an annual basis, commencing September 1, 2016, and adjustments may be made to the administration of these provisions. Should either party be of the opinion that this Agreement has caused that party, unforeseen material adverse consequences, that Party may refer the issue to Expedited Arbitration, pursuant to the MOA, signed between the parties on November 13, 2013, for a determination of a fair and equitable resolution.

**ARTICLE 18 – VACATION WITH PAY**

**EFFECTIVE APRIL 1, 2017 (\*)**

<b>YEARS OF SERVICE AT DECEMBER 31</b>	<b>VACATION ENTITLEMENT</b>	<b>VACATION PAY</b>
Completion of 1 year but less than 4 years	2 weeks	4%

Completion of 4 years but less than 7 years	3 weeks	6%
Completion of 7 years but less than <del>(14)</del> <u>11</u> years	6 weeks	8%
<u>Completion of 11 years but less than 14 years</u>	<u>6 weeks</u>	<u>(10%) *</u>
Completion of 14 years	7 weeks	14%

**MEMORANDUM OF AGREEMENT – VACATION SELECTION**

This Memorandum of Agreement is entered into to develop a process which provides for appropriate vacation ratios and equitable opportunities based on seniority, timing of vacation selection, timing of vacation payments, allocation of prime vacation time and vacation clock selection, not already provided for within Article 18. Unless

The Arbitration Decision of August 16, 2012, provided for the following otherwise stated herein, the terms and conditions of the Collective Agreement apply. provisions, as outlined in Clause 18.03:

**18.03 Vacation Selection**

- (a) Vacation preferences will be allocated in order of seniority within each classification, pursuant to Article 9.02.
- (b) Each employee must bid a minimum of two (2) weeks of their entitlement, in accordance with Article 18.01.
- (c) Employees may split their vacation entitlement into blocks of not less than one (1) week. In such cases, an employee’s first preference will be in order of classification seniority with the awarding of his/her subsequent preferences occurring after all other employees have made their selection in each selection round. These subsequent preferences will continue to be awarded in order of classification seniority.

The parties further agree as follows:

- (d) On October 1<sup>st</sup> of each year the Company will post a bulletin listing employees in order of classification seniority and showing each employee’s total vacation entitlement for the upcoming vacation year.

- (e) Prior to September 30<sup>th</sup> of each year the Company and the Union will meet to establish the vacation ratio as follows:

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

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

**In the Vancouver Site:**

- (i) The Company and Union shall establish the vacation ratios and allocate vacation entitlement for each week of the calendar year by mutual agreement for each classification, identified in Article 9.02. The parties will take into consideration the total number of employees, the total combined vacation entitlement of all employees as of December 31<sup>st</sup> of the previous year and the historical utilization of vacation entitlement for each classification to establish a fixed flat line ratio for prime and non-prime periods.

The agreed vacation ratios in each site will be posted by October 15<sup>th</sup>.

- (g) A vacation week is defined in accordance with Article 17.02.
- (h) Employees will select vacation preferences by a means established by the Union, no later than December 15<sup>th</sup> of each year. Such selection is to be noted by each employee in order of their classification seniority with the most senior employee noting their vacation selection first and the most junior last, in each selection round. The rounds shall be as follows:
- (i) Round 1 vacation selection will commence November 1<sup>st</sup>; the first round vacation selection results will be posted no later than November 15<sup>th</sup>.
- (ii) Round 2 vacation selection will commence November 16<sup>th</sup>; the second round vacation selection results will be posted no later than November 30<sup>th</sup>.
- (iii) Round 3 vacation selection will commence December 1<sup>st</sup>; the third round vacation selection results will be posted no later than December 15<sup>th</sup>.

- (iv) Any requirement for further selection rounds will be mutually agreed between the Company and the Union at a site level.

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

- (i) Employees who expect to be absent during the vacation bid will advise the Company and Union in writing of their selections prior to their absence or submit a proxy form.
- (j) An employee who fails to select their vacation preferences, in accordance with Clause 18.03 (b) during the vacation year will be allocated vacation dates by the Company from those that are available. A notice will be posted on September 15<sup>th</sup> of the vacation year advising that any employee who has not taken two (2) weeks of vacation entitlement or has not bid two (2) weeks of vacation entitlement prior to October 1<sup>st</sup> will be assigned vacation by the Company from those that are available.
- (k) Bid vacation periods will not be altered after having been approved without local agreement between the Company and the Union.
- (l) The dates for prime vacation periods will be specified each year by agreement between the Company and the Union and are defined as follows:
  - (i) 2 Weeks – Spring Break (late March, early April)
  - (ii) ~~(14)~~ 10 Weeks – July/August
  - (iii) 3 Weeks – End of December

Vacation bid in each selection round prior to December 31<sup>st</sup> may be cancelled and/or changed one (1) time during the vacation year, with the exception of vacation in the prime vacation weeks, which cannot be cancelled.

A minimum of ~~(thirty (30) calendar days written notice to the Company and the Union is required to cancel vacation bid during the prime vacation period and a minimum of)~~ fourteen (14) calendar days written notice to the Company and the union is required to cancel vacation bid during non-prime ~~(all other)~~ vacation periods.

Vacation bid on an ad-hoc basis during the vacation year it is being taken cannot be cancelled and/or changed.

Notwithstanding the above cancellation provisions, the provisions of Clause 18.05 shall apply in the event an employee is unable to commence or complete his/her scheduled vacation period due to injury or illness, including Workers' Compensation. Refer to Clause 18.05 for application.

Any vacant prime vacation periods, occurring as a result of resignation, termination, or transfer (~~cancellation~~) or an increase in the vacation ratio, will be posted on Company bulletin boards for seven (7) calendar days and awarded on the basis of classification seniority.

Following the initial vacation bid, all un-bid vacant vacation periods (including un-bid posted prime vacation periods) shall be awarded on a first come first served basis with a minimum of seven (7) calendar days written notice. The Company agrees to maintain a weekly posting of available un-bid vacation weeks in a location accessible to all employees.

- (m) Any un-bid vacation entitlement must be taken prior to the utilization of a Personal Leave of Absence, as outlined in Article 13. The provision does not apply to Personal Leaves of Absence for medical reasons or for Leaves prescribed in Article(s) 14 and 16.
- (n) In the Vancouver site, should the vacation selection process outlined in Clause 18.03 (a), result in a shortage of EDX/CTX qualified employees, the parties agree to meet and discuss options to address the temporary shortfall.

The foregoing will be discussed and/or incorporated into the collective bargaining agreement during the next round of collective bargaining.

Any matters arising out of the application or interpretation of this Agreement will be discussed and mutually agreed to by the parties.

## **ARTICLE 20 – WAGES & PREMIUMS**

**20.05** Any error in payroll calculation by the Company of seventy-five dollars (\$75.00) or more shall be paid to the employee, within three (3) business days (exclusive of Saturdays, Sundays and Statutory Holidays) of the error being brought to the attention of the Company. Should the Company fail to

remedy the payroll error within five (5) business days, a penalty of twenty-five dollars (\$25.00) will be paid to the affected employee and included with the next regular pay, in accordance with Clauses 20.02 and 20.03.

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

### **PREMIUMS**

**20.06** Base Administrators will receive \$1.50, as an adjustment to the employees' base rate, per hour for each hour worked on a bi-weekly basis.

**Moved from Appendix A**

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

**Moved from Appendix A**

## **ARTICLE 21 – BENEFITS**

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

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

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

<b>Item List</b>	<b>HBS</b>	<b>NPSA</b>	<b>NPST</b>	<b>NPSV</b>
Industrial Work Gloves	Y	*	*	Y
Hearing Protectors	Y	*	*	Y
Coveralls	*	*	*	Y
Insulated Coveralls	*	*	*	Y
Parka	*	Y	*	Y
Steel-toed Work Boots	*	*	*	Y
High Visibility Vest	*	*	*	Y
Hardhat with Hearing Protectors	N	N	N	Y
Thermal Undergarments	*	*	*	Y
Insulated Gloves	*	*	*	Y
Safety Glasses	N	N	N	Y
Rain Gear	N	*	N	Y

\* = As required

Y = Required

N = Not Required

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

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

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

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

### **21.03 Sick Leave**

(a) Effective ~~(November 1, 2014,)~~ April 1, 2015, all employees will accrue paid Sick Leave entitlement at ~~(seven (7))~~ eight (8) days per calendar year. ~~(with an additional sick day earned each year on April 1st until (eight (8)) twelve (12) sick days have been reached).~~ Sick days may be accumulated and carried over year-to-year up to a maximum of twelve (12) days. All days accumulated in excess of twelve (12) days as of April 1st each year will be paid out to the employee on the first regular pay in ~~(December)~~ May each year at the hourly rate in effect.

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

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

Employees who suffer from a recognized disability, or suitably verified illness, which requires recurring treatment/visits or that is recurring in nature, must submit a doctor's certificate to the Company, which includes the expected duration and reassessment period. Absences related to such a documented medical condition will not require an additional medical certificate for each absence, however the employee must provide and renew a medical certificate following reassessment or semi-annually, whichever occurs first.

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

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

## **MEMORANDUM OF AGREEMENT – PERSONAL DAYS**

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

### **21.04 Pension Plan**

(~~Effective April 1, 2013,~~) The Company shall make payments to the IAM & AW Multi-Employer Pension Fund for each employee performing work in a job classification covered by this Agreement as follows:

- (a) The Company will contribute four percent (4%) of the employee's total earnings. Total earnings means all monies an employee earns for wages and includes earnings for vacation, paid holidays, approved Union Leave, VRSC (and) COLA and LEAP.
- (b) Contributions are payable for all non-probationary, part-time and full-time employees covered by the Agreement.
- (c) The payments to the Pension Fund shall be made to the IAM & AW Multi-Employer Pension Fund.
- (d) The Pension Fund shall conform with the requirements of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.

(e) All contributions shall be made to the Pension Fund by the twentieth (20th) day of the following month and in such a manner as determined by the Union.

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

~~(Note: The existing RRSP Contribution Plan will continue until the IAM & AW Pension Plan is in place.)~~

## **ARTICLE 22 – BULLETIN BOARD**

**22.01** A separate, lockable, Bulletin Board will be provided by the Company for Union memos at each Site in the employee lunchroom and/or at each lunchroom where a Site has multiple lunchrooms, and one will be provided for Company memos only. All memos posted by either the Company or Union will be dated and signed. The Union Bulletin Boards will measure not less than five (inches) feet by (4 inches) four feet (5' x 4') in size, where space is available.

## **ARTICLE 24 – HUMAN RIGHTS**

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

a fair and impartial manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Company will investigate and take actions it considers appropriate to resolve the complaint. Both the complainant and the accused offender will be provided with the investigation findings in writing within ten (10) days, following the conclusion of the investigation

## **ARTICLE 27 – TERM**

**27.01** This Agreement shall become effective as of April 1, 2015 and shall remain in effect until March 31, 2018.

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

### **EFFECTIVE – APRIL 1, 2016 (\*)**

A (~~five percent (5%) monthly bonus payment addressing~~) Volume, Risk, Stress and Consequences (“VRSC”) monthly bonus payment will be provided to full-time employees at the following (~~three (3)~~) four (4) airports (the “VRSC Airports”), based on the following rates (the “Applicable Percentage”):

- |                         |               |
|-------------------------|---------------|
| 1) Vancouver            | 5%            |
| 2) Victoria             | 5%            |
| 3) Kelowna              | 5%            |
| <u>4) Prince George</u> | <u>2.5% *</u> |

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

The Annual VRSC amount is calculated by taking the Level 3.4 hourly rate multiplied by 2080 hours, multiplied by (~~five percent (5%)~~) the Applicable Percentage. The Annual VRSC amount is divided by 12 to provide a Monthly VRSC payment.

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

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

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

**EFFECTIVE – APRIL 1, 2016 (\*\*)**

A Cost of Living Adjustment (“COLA”) monthly payment will be provided to full-time employees at the following (~~six (6)~~) airports (the “COLA Airports”) based on the following rates (the “Applicable Percentage”):

1) Vancouver	7.5%	7) <u>Campbell River</u>	1.5% **
2) Victoria	2.5%	8) <u>Castlegar</u>	1.5% **
3) Kelowna	1.5%	9) <u>Comox</u>	1.5% **
4) Prince George	1.5%	10) <u>Cranbrook</u>	1.5% **
<del>5) Fort St. John</del>	<del>1.5% *</del>	11) <u>Nanaimo</u>	1.5% **
6) Penticton	1.5%		

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

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

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

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

**Note (\*)** : Effective the start of the qualifying period following ratification, Fort St. John will be removed from Article 29 and will commence receipt of the LEAP as outlined in the Minutes of Settlement.

**LETTER OF AGREEMENT – LEAP (LOCAL EMPLOYMENT ADJUSTMENT PREMIUM (LEAP) & NORTHERN LIVING ALLOWANCE)**

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

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

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

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

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

**The following Appendixes, Letters and/or Memorandums are renewed:**

1. Memorandum of Agreement – Expedited Arbitration – November 13, 2013
2. Letter of Agreement #2 – Performance Bonuses – August 20, 2012
3. Letter of Agreement #4 – Transfers – August 20, 2012
4. Appendix B – Acting Point Leaders

## **APPENDIX A – RATES OF PAY**

<b>IMPLEMENTATION DATE</b>	<b>LEVEL</b>	<b>APR 1/2015</b>	<b>APR 1/2016</b>	<b>APR 1/2017</b>
<b>JOB TITLE(S)</b>				
<b>SCREENING OFFICER</b>	<b>F1</b>	<b>16.85</b>	<b>17.23</b>	<b>17.66</b>
	<b>3.1</b>	<b>19.16</b>	<b>19.59</b>	<b>20.08</b>
	<b>3.2</b>	<b>19.56</b>	<b>20.00</b>	<b>20.50</b>
	<b>3.3</b>	<b>19.96</b>	<b>20.41</b>	<b>20.92</b>
	<b>3.4</b>	<b>20.36</b>	<b>20.82</b>	<b>21.34</b>
<b>POINT LEAD</b>	<b>PL</b>	<b>22.91</b>	<b>23.42</b>	<b>24.01</b>

\*Level 3.1: 0 - 2080 hours

\*Level 3.2: 2081 - 4160 hours

\*Level 3.3: 4161 - 6240 hours

\*Level 3.4: 6241 – 8320 hours

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

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

### **CLASS OTHER AIRPORT ISSUES Moved to Article 20**

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