

Collective Agreement

Between:

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

Hereinafter called "the Company"

and:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(United Steelworkers Local 1-417)**

Hereinafter called "the Union"

KAMLOOPS (YKA)

April 1, 2018 – March 31, 2021

Errors & Omissions Excepted

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this agreement is to establish orderly relations between the Company and the employees and their respective representatives, in compliance with the laws, authority, rights and obligations of the parties.
- 1.02** Wherever the masculine is used herein it shall also mean to include the feminine and the singular shall include the plural.

ARTICLE 2 - RECOGNITION AND JURISDICTION

- 2.01** The Union is recognized as the sole and exclusive bargaining agent for all screeners employed by G4S Secure Solutions (Canada) Ltd., its' assigns or successors, at the Kamloops Airport (YKA) save and except those who have been excluded by virtue of the certification orders of the Canada Labour Relations Board.
- 2.02** An employee awarded a position excluded from the bargaining unit shall be on probation for a period of thirty (30) workdays from the first day of leaving the Bargaining Unit. In the event that the Company or the employee determines within the thirty (30) day period that the employee is not suited for the position they shall be allowed to return to the Bargaining Unit to their position held prior to leaving the Bargaining Unit. The Company agrees to deduct union dues as contained in Article 7 of this agreement and to remit them to the Union for the full duration of the probation period. After the thirty (30) day probation period an employee may return to a vacancy within the Bargaining Unit as a new employee.
- An employee has the right to use this clause only once during the life of this agreement.
- 2.03** No employee shall be laid off because of sub-contracting.
- 2.04** The Company agrees not to enter into any agreement or contract with the employees covered by this agreement, individually or collectively, which in any way conflicts with the terms and provisions of this agreement or any applicable Federal Statute. Any such agreement will be null and void.
- 2.05** a) This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the Kamloops (YKA) Airport contract is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such contract and related operations shall continue to be subject to the terms and conditions of this agreement for the life thereof.
- b) It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Company shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

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- 2.06 The Company shall not cause or direct any lockout of employees during the life of this agreement and neither the Union shall in any way authorize, encourage or participate in a strike, walkout or suspension of work against the Company.

ARTICLE 3 - DEFINITIONS

- 3.00 Wherever it is used throughout this Agreement, the term:
- 3.01 "Steward" shall mean any employee employed by the Company selected or otherwise appointed by the Union to represent employees;
- 3.02 "Employee" shall mean any person employed by the Company as a Screening Agent including any person on the recall list;
- "Full Time Employee" shall mean any employee who has completed their probation period and regularly works a minimum of twenty (20) hours per week;
- "Part Time Employee" shall mean any employee who has completed their probation period and regularly works less than twenty (20) hours per week.
- 3.03 "International Union" shall mean the United Steelworkers;
- 3.04 "Layoff" is the reduction of the work force affecting an employee or group of employees for business reasons, such as the decision that certain positions are no longer necessary due to lack of work or redundancy.
- 3.05 "Lock-out" is the closing of the place of employment or the suspension of work or the refusal by the Company to continue to employ a number of their employees for the purpose of compelling or inducing their employees, or to aid another Company in compelling or inducing their employees, to refrain from exercising any rights or privileges under the **Canada Labour Code**.
- 3.06 "Length of service" shall mean the length of continuous service of a Screening Officer Agent employed by their Company. General seniority shall be acquired once the probation period is completed, and shall be retroactive to the employee's first day of work.
- 3.07 "Standard hourly rate" shall mean the hourly rate of pay, exclusive of all overtime and other premiums,

- 3.08** "Strike" shall mean:
- a) a cessation of work,
 - b) a refusal to work, or
 - c) a refusal to continue to work, by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Company to agree to or alter terms or conditions of employment;
- 3.09** "Local Union" shall mean the United Steelworkers, Local 1-417.
- 3.10** "Screeners" shall mean any employee of the Company employed for the purpose of screening.
- 3.11** "Place of employment" shall mean assigned work sites;
- 3.12** "Pay period" shall mean the two (2) week period commencing on the Sunday and concluding on the Saturday. The "Pay day" shall be the first Thursday (midnight) following the conclusion of this 2-week period.
- 3.13** "CATSA" shall mean the Canadian Air Transport Security Authority
- 3.14** The Company shall supply a list of Full-time and Part-time employees to the union monthly.
- 3.15** "Lead Screener" shall coordinate the overall activities of the pre-board screening unit. In addition, Lead Screener will participate in the screening process as needed.
- 3.16** "Probationary employee" shall mean any employee who has not completed a probation period of 288 hours or 90 calendar days (the lesser of the two).
- 3.17** "spouse" includes 'common law spouse' and shall mean a couple who:
- > are married and live together; or
 - > are living together as partners (including same sex) and who:
 - > have been residing together for a period of six (6) months;

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes that all management rights and prerogatives are vested exclusively with the Company, except as specifically limited by the provisions of the agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company.
- 4.02** a) To maintain order, discipline, efficiency and, in connection therewith, to establish and enforce reasonable rules and regulations;

- b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has completed their probation period and has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance;
- c) To determine the method of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work and the number of employees required at any time;
- d) Employees not covered by this agreement shall not do any work normally done by the employees covered by it, except:
 - 1) In case of emergency;
 - 2) In case of training of employees;
 - 3) Where and when sufficient qualified employees are not available and all possible means have been exhausted to have a Bargaining Unit employee and where the Union has been notified and agrees to any such work.

ARTICLE 5 - UNION SECURITY

5.01 Membership - It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective their date of employment.

5.02 Union Dues - The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

5.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted.

The dues remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083 Commerce Court Postal Station Toronto, Ontario, Canada M5L 1K1, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115.

The initiations fees remittance for Local 1-417 will be forwarded to the Local Union and the Local Union will provide details to the Company on the remittance.

5.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses in such form as shall direct by the Union to the Company.
- d) A duplicate R115 Form and employee deduction statement as in as above shall be forwarded by facsimile to: United Steel Workers, Servicing Staff Office Attention: District – 3 Staff Representative (604) 513-1851.

5.05 T-4 Slips - The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues deducted from the employee during the previous year.

5.06 New Employees - At the hiring date of each new employee, the Company shall **provide the new employee with** a copy of the collective agreement, a brochure on group insurance **and the pension forms**. The employee will be given one half hour (1/2) orientation meeting with the Union **within the first week of employment**. This meeting will be held at a time agreed to by the Line Lead Screener and the Union. **The Company will provide written confirmation to the union that all of the above has been completed.**

5.07 Humanity Fund - For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of one (1¢) cent per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood that from the date of ratification all newly hired employees shall participate in the deduction mentioned above. However, employees that had discontinued their deduction prior to the date of ratification shall not participate in the deduction unless they so advise the Company to do so.



It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

- 5.08** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

ARTICLE 6 - NO DISCRIMINATION

- 6.01** The Company and the Union agree not to discriminate against any employee because of their race, language, belief, colour, sex, sexual orientation, ethnic origin, political opinion, physical disability, Union membership or Union activities or any other group prescribed by law.
- 6.02** The Company and the Union agree to abide by the provisions of the Canadian Human Rights code, which is incorporated herein by reference.
- 6.03** The Company and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.
- 6.04** For the purposes of this article, "Sexual Harassment" includes:
- a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - b) Implied or expressed promise of reward for complying with a sexually oriented request; or
 - c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - d) Repeated sexually oriented remarks and/or behaviour, which may reasonably be perceived to create a negative psychological and/or emotional environment.
- 6.05** For the purpose of this clause, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of their race, colour, creed, ancestry, place of origin or ethnic origin.

6.06 Where an alleged breach of article 6.01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure.

Respectful Work Environment

- 6.07**
- a) The parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).
 - b) Where an individual has a legitimate cause for concern in relation to the above, they may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of the complaint, the receiving party shall advise the other party in writing of said complaint.
 - c) Thereafter, the parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within thirty (30) days of the filing of the complaint.
 - d) Without limiting the Company's management rights pursuant to the collective agreement, the Union may make recommendations to the Company with respect to the disposition of the complaint.

ARTICLE 7 - UNION REPRESENTATIVES

- 7.01** The Company undertakes to receive, after prior notification, the Union's authorized representatives, delegates and officers, on appointment, to discuss and settle any current or future grievance concerning the interpretation and/or application of this agreement.
- 7.02** The Company recognizes said union-authorized representatives, delegates and officers as the employee's official representatives to the Company's representatives. Official Union Representatives shall obtain access to the Company's operation for the purposes of this Agreement by permission which will be granted by the Company on request and subject to such reasonable terms and conditions as agreed to by the Union and the Company.
- 7.03** The Union shall notify the Company, in writing, of the names of the authorized representatives, delegates and officers. The Company need not recognize the Union-authorized representatives, delegates and officers unless this procedure has been followed.

- 7.04 The Company will grant leaves of absence without pay to Union Representatives or to employees to attend Union meetings, conferences, conventions, and other Union functions under the following express conditions.
- a) the Union must have made a written request to this effect stating the name(s) of the Union Representatives for whom the leave is requested, along with the date and duration;
 - b) such request must have been made at least five (5) days in advance except in cases of emergency; this time constraint will not apply for Article 9;
- 7.05 For the purpose of this article, the word "calendar day" has the same meaning as "day".
- 7.06 In case of a grievance, a Union steward may, during working hours and without loss of salary, investigate and/or submit a grievance according to the grievance procedure provided herein, with the permission of their immediate superior, which permission shall not be unreasonably withheld.
- 7.07 An employee absent under article 7 shall continue to accumulate seniority and benefits during their absence.
- 7.08 The Company, upon twenty-four (24) hours prior notice, shall release employees whose presence is required at an arbitration hearing; and three (3) days notice or mutually agreed upon time less than three (3) days between the parties for three (3) employees appointed or elected by the union to attend bargaining sessions for the renewal of the agreement.
- 7.09 Payment while on Local or International Union Leave – In the event that an employee is absent from work on approved leave of absence for Local or International Union business. The Company will continue to pay all wages and benefits to the employees on leave and will be reimbursed by the union.

ARTICLE 8 - GRIEVANCE PROCEDURE

Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other.

8.01 STEP 1

To avoid the development of minor complaints into a grievance, the parties wish that complaints arising from the interpretation or implementation of this agreement be discussed verbally between the employee and/or the authorized Union representative and the **Regional Service Delivery Manager** or designate within seven (7) working days of the knowledge of the event that gave rise to the grievance.

8.02 STEP 2

Whenever a grievance concerning the implementation or interpretation of the collective agreement arises, the employee alone or accompanied by their steward or the Union shall submit **the grievance in writing together with the nature of the grievance, the facts concerning the matter, and the remedy sought to the Regional Service Delivery Manager** or designate after Step one (1) has been completed and there has been no resolve to the said grievance. In the event of a layoff or recall, the time limit for filing a grievance is within thirty (30) working days of the occurrence-giving rise to the grievance. The **Regional Service Delivery Manager** or designate shall render **the decision in writing within seven (7) working days of receipt of the written grievance.**

8.03 STEP 3

If the decision of the **Regional Service Delivery Manager** or designate is not acceptable to the Union, then the grievance must be submitted within seven (7) working days to the **Regional Manager** or designate who shall within seven (7) working days of receipt of the grievance hold a meeting with the **Union Staff Representative or designate** who may be accompanied by a local union servicing representative and or a staff representative of the international union. A decision in writing will be sent to the Union within seven (7) working days of the meeting.

8.04 Any mutually agreed to decision of the parties at any step in the grievance procedure, as well as the arbitrator's decision, will be final and binding upon the Company, the Union and the employee(s) involved.

8.05 Group / Policy Grievance

When similar grievances or a grievance of a general nature arise, they may thus be submitted through a common document and may be treated collectively at STEP 3 of the Grievance Procedure.

8.06 In the event that a person who normally files grievances is not available within the time limits specified, the Company and the union agree that the time limits for filing will be extended by mutual agreement until such time as the griever can speak with such person.

8.07 By mutual agreement the parties may extend the time limits in Article 8 and will endeavor to do so in writing. The absence of written confirmation does in no way prejudice the validity of the grievance and/or the extension.

ARTICLE 9 - ARBITRATION

- 9.01** Failing a settlement at Step 3 of the grievance procedure, the grievance may be referred to arbitration by written notice addressed to the other party within thirty (30) working days of the Company's final decision being delivered to the Union.
- 9.02** The parties shall agree to submit the grievance to a sole arbitrator. The arbitrator will be mutually agreed upon between the parties within fifteen (15) calendar days of the grievance being referred to arbitration. If the parties are unable to agree upon an arbitrator within the aforementioned timeframe one or the other of the parties may apply to the Minister of Labour for the appointment of an arbitrator as provided for under the Canadian Labour Code.
- 9.03** **Powers of the Arbitrator:**
- The arbitrator is not empowered to change, modify or exclude any of the clauses of this agreement nor to substitute a new clause therein. They must only be concerned with the specific questions submitted.
- 9.04** In all disciplinary matters, the arbitrator may sustain, modify or reverse the Company's decision, as the case may be, it may substitute in its place the decision that, in their opinion, appears to be fair and reasonable under the circumstances.
- 9.05** **Arbitration fees:**
- Each party is responsible for its own fees incurred in relation to any grievance submitted to arbitration. All expenses incurred by the arbitrator are shared equally between the two (2) parties herein.**
- 9.06** **By mutual agreement, the parties may extend the time limits in Article 9 and will endeavor to do so in writing. The absence of written confirmation does in no way prejudice the validity of the grievance and/or the extension.**
- 9.07** In the preparation of arbitration rosters, the parties agree to give priority to cases of suspension or dismissal.
- 9.08** **The Union and the Company agree to the following expedited grievance/arbitration procedure to deal with any grievances either party feel are of a time sensitive nature. The parties agree that discipline and discharge grievances are time sensitive unless agreed otherwise in a particular circumstance. The Union and the Company agree to meet on an expedited basis in an attempt to resolve time sensitive grievances within fourteen (14) calendar days of being notified.**

Should the grievance not be resolved within the fourteen (14) calendar day period it may be advanced to arbitration by either party and an arbitrator will be appointed from the list below. Unless agreed by the parties or ordered by the Arbitrator, the arbitration hearing will be restricted to a maximum of two (2) days. The Arbitrator shall be requested to schedule and treat the matter with urgency, requiring both sides to do the same. An oral decision will be required within fourteen (14) calendar days of the completion of the arbitration hearing. A written decision with reasons shall be provided as soon as possible if either side requests it.

The arbitrator should be selected from one of the list of arbitrators indicated below, unless agreed between the parties, the arbitrator with the earliest availability will be selected.

James Dorsey
Corinn Bell
Mark Brown
Vince Ready

Chris Sullivan
Julie Nichols
Dalton Larson
Marguerite Jackson

ARTICLE 10 - HEALTH AND SAFETY

- 10.01** The Company will take the necessary steps to ensure the employees' safety and to protect their health. All rights and privileges established under the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.
- 10.02** The Company agrees to cooperate with the Union to promote education in employee safety, accident prevention and health.
- 10.03** The Company and the Union agree to cooperate to ensure compliance with Part II of the Canada Labour Code (Occupational Safety and Health) together with the regulations that may be issued by the Company to ensure safe, health and hygienic working conditions. Further the Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters.

Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies. The Joint Health and Safety Committee shall consist of up to three (3) members selected by the Union to represent the Union members and up to three (3) members from Management. The Committee shall meet as required and, in any event, at least once per month. The time spent in meetings shall be paid at the regular straight time rate including premiums of the employees by the Company. Employee(s) not at work and who are required to attend the safety meetings will be paid a minimum of four (4) hours at their regular straight time rate including premiums for attending such meetings.

- 10.04** The Company shall supply the necessary means of protection determined with the Union. The employee must use the protective means supplied by the Company.
- 10.05** An employee who sustains a work injury shall receive their full wages for the day on which the injury occurred. The employee, where necessary, shall be taken to a physician's office or to the hospital at the Company's expense.
- 10.06**
- a) The Company shall assist the injured worker in completing the W.C.B forms.
 - b) Upon their return to work, the employee shall resume their employment, if it still exists, or another employment according to their seniority rights, provided that the employee can perform the essential duties of the position having regard to the provisions of the Canadian Human Rights Act and the applicable Workers Compensation Statute.
- 10.07** The Joint Health and Safety committee will monitor the issue of testing equipment for X-ray leakage and make any necessary recommendations as required.
- 10.08** If at any time, in any work area, the conditions become uncomfortable to work in accordance with Part 2 of the Canada Labour Code, whether it be heat or cold, the Company will provide the necessary equipment to make the workplace reasonable to work in. The Local Joint Health and Safety Committee will take an active role in resolving any ongoing concerns regarding working conditions in a timely manner.
- 10.09** Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
- (i) the use or operation of a machine or thing presents a danger to themselves or a co-worker; or
 - (ii) A condition exists at work that presents a danger to them.
 - (iii) In order for an employee to refuse dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2



ARTICLE 11 - SENIORITY

11.01 Establishment and Accumulation of Seniority

General seniority is the length of continuous service of a Screening Officer Agent employed by their Company. General seniority shall be acquired once the probation period is completed, as per article 3.16, and shall be retroactive to the employee's first day of work.

Seniority will be based on first day worked; in the event of multiple hires on the same work day, a draw system will be implemented to determine seniority ranking.

- a) Seniority shall be maintained and accumulated during:
 - 1) Absence due to sickness or accident or authorized personal leave of absence.
- b) Seniority shall be retained during layoffs on the following basis:
 - (1) Pre-certified employees or employees who have not completed their probationary period as at the effective date of layoff shall retain their seniority for a period of six (6) months.**
 - (2) Certified employees who have completed their probationary period as at the effective date of layoff shall retain their seniority for a period of twenty-four (24) months.**
 - (3) A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work or shift worked.
 - (4) Where a certification of laid-off employee(s) has expired during their lay-off period the Company shall provide and pay for recertification and or any other training required prior to an employee returning to work. This would include all wages and benefits for the employee.
 - (5) It shall be the Company's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their Company in writing of any change of address.

11.02 Loss of Seniority

An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons:

1. If the employee voluntarily quits, given in writing;

2. If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
3. If the employee is laid-off and fails to return to work within seven (7) working days after they have been notified to do so by the Company unless the employee can demonstrate to the Company that a return to work in seven (7) days is not possible. The Union recognizes the nature of the security business and in cases of emergency (only), the Company reserves the right to by pass this requirement, except in the case of a laid-off employee having to provide notice to terminate. The employee will be deemed notified as of the 3rd day date of the posting by registered mail.
4. Any employee accepting a position outside the Bargaining Unit will lose their seniority as per the provisions of Article 2 – Recognition and Jurisdiction 2.02
5. Failure to report to work for three (3) consecutive days without a valid reason to justify the absence.

11.03 Lay-offs

Lay-off due to lack of work shall be by seniority competency considered and where applicable, the employee with the least bargaining unit seniority, being laid-off first. Laid-off employees shall be given the opportunity to fill any vacancies on the basis of seniority competency, in the order given.

11.04 Recall

Recall following layoff will be in reverse order of 11.03 above.

11.05 No new employee shall be hired when there is an employee on lay-off able to perform the job.

11.06 Seniority Lists

- a) The Company shall establish seniority lists as follows:

A site seniority list will be provided based upon the Employee's service as of their last date of hire and will be revised every six months (February and August). Copies shall be posted on the bulletin boards for employees' inspection. The Union shall also be provided with one copy, which will include address and phone numbers of all employees. Any errors or omissions shall be corrected and issued on the next seniority list. (Employees seniority dates will be based on their first day worked at the operation and the PL's date of certification, the parties agree that these seniority dates will be the dates prior to the G4S certification with the USW)

Lead Screener seniority shall be based on the effective date of Lead Screener certification or their regular hire date if one or more employees Lead Screener certification is on the same day.

The Company Lead Screener seniority list will comprise of an employee list that identifies full time Lead Screeners and alternate Lead Screeners.

- b) Employees who accepts the position of Lead Screener may return to their original pre-Lead Screener position if an issue of a compelling nature arises.

11.07 In order of seniority, an employee who is scheduled to work less than forty (40) hours per week will be given the opportunity to work forty (40) hours in order to maximize their hours up to the forty (40) hours per week on the basis of seniority competency considered.

11.08 Transfers

The Company and the Union recognize that qualified Screening Officer Agents are paramount to the operation of Pre-Board screening across the country and, as such, qualifications are transferable from one airport to another, providing the CBA for the specific location permits it.

An employee who holds a valid CATSA endorsement or certification at the time of their transfer, if selected and hired by a Company to fill a position outside their home site, will carry with them their seniority for the purpose of classification and wage and benefits as established on the pay and benefit grid for the site in which he is transferring into. However, the employee will be at the bottom of the seniority list for all other purposes, such as the choice of vacation period, promotion, shift preference and lay-off.

The above applies for a qualified Screening Agent transferring into the site covered by the present collective agreement.

The employee may notify the Company of their desire to transfer to another site. The Company will then inscribe the employee's name on a list for a period of one year. If the Company acquires knowledge of openings within the Pre-Board Screening industry, they will make that known to the Union and to the employees on the list. No employee shall be allowed to transfer to a site without prior written notice to the Union from the Company.

A qualified Screening Agent who wishes to transfer from another site into the site covered by a G4S collective agreement under contract with CATSA will have priority over any non-qualified applicant, provided the Company has no valid reason not to retain their application. If there is more than one such applicant, seniority at the former site will prevail.

In all cases, the employee is responsible for all costs associated with the transfer.

11.09 The Company who lays-off an employee who has completed their probationary period is required to give the employee:

- a) at least two (2) weeks prior written notice of its intention to layoff their employment at a specific date, or
- b) instead of such prior notice, two (2) weeks of salary at their regular salary rate for their regular working hours.

11.10 The Company and the Union will attempt to find suitable employment for an employee whose physical ability is reduced following an injury or illness or as a result of their age.

11.11 **Vacant or newly created positions:**

- a) In all cases of vacant or new positions, the preference of employment will be awarded on the basis of operation seniority competency considered.
- b) The Company will post the position for a period for seven (7) calendar days. An employee on an approved leave will have the opportunity to bid for the position within three (3) calendar days of their return to employment. The return must be within thirty (30) calendar days of the posting.
- c) Once the position has been filled, the Company shall post the name as well as the seniority of the person who has obtained the said position. It is understood that any employee who believes they have been wronged by the Company's decision may submit a grievance upon knowledge of the Company's choice.

11.12 **Training Opportunities**

The Company shall provide training opportunities for employee advancement based upon seniority.



ARTICLE 12 – UNIFORMS

12.01 The Company shall supply, at its expense, the uniform that it requires its employees to wear. The Company will be responsible for ensuring that the uniform fits properly through the uniform provider in a timely period. The Company will provide any necessary alterations cost to supplied uniforms. The Company and employee shall abide by CATSA Rules and Regulations when dealing with the distribution and maintenance of their uniforms.

The Company will provide a uniform cleaning allowance of fifteen dollars (\$15.00) per employee per month.

In the event of a resignation or termination of an employee, the employee will be required to return the outstanding controlled uniform items, airport RAP/RAIC and parking pass when they come in to their designated airport for their final check and Record of Employment.

ARTICLE 13 - WAGES

13.01 Wages shall be paid by direct deposit to an account designated to the Company by the employee. The Company shall endeavour to provide employees with their pay slip no later than the date in which the employees deposit is made.

13.02 Employees shall be paid at regular intervals not exceeding fourteen (14) days.

13.03 When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.

13.04 The Company shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. The Company will hard copy the information at an employee's request. This will continue until such time that an employee can print out their own copy. This pay slip shall contain the following data, specifically;

1. The Company's name
2. The Employee's last and given name
3. The Employee's classification
4. The payment date and its corresponding work period
5. The number of hours paid at the applicable rate during the hours of the regular work week
6. The number of overtime hours paid at the applicable overtime rate



7. The nature and amount of premiums, indemnities or allowances issued
8. The wage rate
9. The amount of gross wages
10. The nature and amount of deductions made
11. The amount of take-home pay
12. Accumulated vacation pay
13. Accumulated sick pay/hours

13.05 For the duration of the Agreement, the Company shall pay the wages provided in Appendix "A".

- **April 1, 2018 – 2.25% increase**
- **April 1, 2019 – 2.25% increase**
- **April 1, 2020 – 2.50% increase**

13.06 The employees' acceptance of a pay slip does not waive payment of all or part of the wages owed them.

13.07 The Company may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

13.08 **An employee assigned to another task at the Company's request shall be paid at the higher rate of the employee's regular task or of the new task, to which they are assigned, paid in half hour increments, (including Lead Screener premium).**

13.09 Any errors or omissions in the pay of an employee amounting to less than \$75.00 shall be corrected on the next payday. Any errors or omissions in the pay of an employee amounting to \$75.00 or more shall be paid to the employee **by electronic transfer** within three (3) business days (exclusive of Saturday, Sunday and Statutory Holidays) of the error being brought to the Company's attention. Should the Company fail to remedy the payroll error within five (5) business days, a penalty of twenty-five dollars (\$25) will be paid to the affected employee and included with the next regular pay. **Furthermore, the Company shall provide to the employee a payroll explanation on the reason for the electric funds transfer.**

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 a)** The standard work week for an employee covered by this Agreement is up to forty (40) hours (when possible) divided into consecutive days starting on Sunday. The Company shall offer up to forty (40) hours to senior employees on a regular basis, provided the hours are available.
- b)** The standard shift lengths shall be 4, 8 or 10 hours, including lunch and rest breaks, unless mutually agreed upon by the Union and the Company. The parties further agree that full-time shift schedules will not contain four (4) hour shift(s), unless by mutual agreement. Furthermore, the Company agrees to schedule eight (8) or ten (10) hour shifts to the maximum extent possible to full-time employee(s), subject to operational requirements, prior to back filling part-time employees at four (4) hour shifts. It is also agreed where employees that do not have forty (40) hours per week, that they can pick up the four (4) hour shifts where scheduled by seniority.
- c)** Where the Company may require an alternate shift which may include hours less or greater than the standard shift all details of the shift(s) must be worked out with the union prior to any implantation of the new shift. This will include vacations, statutory holidays, rest break and any other differences that normally would normally apply during the standard shift.
- d)** There is no guarantee of hours of work and no guarantee of a minimum number of shifts per week.
- 14.02 a)** Hours worked by an employee in excess of forty (40) hours per week shall be paid at the rate of 1.5 times the standard hourly wage.
- i)** during their first extra shift, one and one-half (1 ½) times their regular rate of pay;
- ii)** during their second extra shift, two (2) times their regular rate of pay; and,
- iii)** during their third extra shift, three (3) times their regular rate of pay.
- Employees that are required to work past their scheduled shift for the day will be paid at 1.5 times their regular rate of pay.
- b)** A regular employee will not work more than seven (7) consecutive calendar days, whether included in the same week or not, failing which, as of the eighth (8th) calendar day regardless of the amount of hours work in the previous seven (7) calendar day period they will be paid at the rate 1.5 times their hourly rate for all hours worked on the eighth (8th) calendar day.

- c) Employees who absent themselves for reasons of illness during their regularly scheduled seven (7) day schedule will not be paid overtime should they report to work to fill a vacancy on their regular scheduled days off. Overtime will be paid for time actually worked as defined in 14.02 (a).
- d) The Company will make every attempt to have extra shifts filled by senior competent employees. Preference will be given to the employee's who have not completed their forty (40) hours in the work week. It is understood by the parties that the purpose of this article is to provide employees with the opportunity to pick up additional hours to a maximum of forty (40) hours per week. If no regular full-time employees are willing or able to take the extra hours, the Company may offer those hours to part time employees.
- e) Overtime will be paid in minimum increments of fifteen (15) minutes and employees will be able to leave and be paid once the plane is airborne (wheels up) for the fifteen (15) minutes.
- f) In computing remuneration for time worked, hours compensated at overtime rates shall not be pyramided or counted further for any purpose in obtaining additional payment.
- g) If any employee is required to work unscheduled overtime, of which they are not notified in advance of commencement of their regular shift, and the employee works beyond two (2) hours overtime, the employee shall receive a food per diem of fifteen dollars (\$15.00), payable on the employee's next pay check.
- h) Overtime shall be distributed equally, by seniority competency considered, among persons within the bargaining unit at each work location. When overtime work is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime. (See Appendix C - Overtime Procedure). All efforts will be made to fill shifts prior to employees being forced to work. If the overtime is due to delay in the departure of a flight, the Company will demonstrate the rationale to keep the minimum amount of staff on site that is required to process passengers for that flight.
 - (i) **Prior to offering overtime the provisions of the CBA shall apply.**
 - (ii) **Shift extensions (either prior to the scheduled start time or after the scheduled end time) that include overtime shall not be subject to overtime equalization.**
 - (iii) **Overtime equalization availability offers shall be balanced weekly (Sunday – Saturday).**

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- (iv) For the purpose of overtime equalization, in the event an employee refuses OT offer or is not contactable, an offer is deemed to have been made and the next employee shall be offered the overtime.
- (v) Overtime equalization will be based upon an offer of overtime and not the number of hours offered.
- (vi) An employee who refused an overtime offer or was not contactable shall remain eligible for the next overtime offer during any week.
- (vii) The Company will maintain records of overtime offerings.
- (viii) Should an employee be bypassed in error for overtime, the onus of proof is to be provided by the said employee and the Company will be required to pay for the overtime hours missed. Where the employee provides details of an alleged overtime bypass, the Company shall provide access to the records referred to in paragraph 7 above. Such access shall not be unreasonably withheld.

Note: It is understood that the preference shall be given to an employee who will not be required to work with less than eight (8) hours between shifts unless by mutual agreement.

i) **MEAL BREAKS**

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

- (v) Employees who work twelve (12) hours in a day will be entitled to one (1) thirty (30) minute paid lunch break to be taken between the fourth (4th) and sixth (6th) hours and four (4) paid coffee 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.
- (vi) The parties can establish other forms of breaks on the above as long as they meet all the break time requirements and operational needs.

14.03

Shift Trade / Shift Give Away

Employees will be allowed to exchange shifts provided that the continuity of the operations is maintained. The purpose of shift trades/give away is to reduce absenteeism by allowing employees to handle unexpected situations and/or personal matters that conflict with their work schedule. Employees will be allowed up to four (4) exchanges per month unless an employee has other bona fide reasons which the company will not unreasonably deny.

The following conditions and requirements apply:

- 1) The **application** shall be made in writing and signed by both employees involved;
- 2) The **application** shall be submitted at least three (3) days in advance, except in case of emergency;
- 3) The exchange or (give away) must be approved by management or their designate. The shift exchange will not be unduly denied unless bona fide reasons apply such as required qualifications or incurring additional costs.
- 4) The exchange has to be within the same period of pay;
- 5) The exchange or (give away) has to be between employees with same qualifications to the job;
- 6) No shift exchange/ (give away) should result in overtime pay;
- 7) The employee who works a shift for another employee is subject to the rules and regulations as if it was their regular shift;
- 8) When approved by management or their designate, the exchanged shifts become the responsibility of the employee accepting the shift.

14.04 If flight delays occur, extra flights are added or additional staff required, hours of work will be offered in order of seniority and where applicable, qualifications, to those employees on shift. Should all senior employees refuse the extra hours; the junior employee on shift will be required to work until a replacement is found. The Company will endeavour to find a replacement.

14.05 a) No shifts will be scheduled with less than eight (8) hours rest between shifts unless by mutual agreement.

b) Scheduling Committee

The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline and airport schedules, to CATSA requirements and passenger volume.

It is understood and agreed that the parties will collaborate to make the shift schedules work to the benefit of both parties. Prior to either scheduling committee making any schedules, the Company must provide the "required parameters" in writing to the Union with the following: Targeted Weekly Hours (TWH), Airline Flight Schedules, Male/Female requirements, French speaking requirements (if required by CATSA). Parameters may change due to unforeseen operational fluctuations, however all changes will be forwarded in writing to all members of the scheduling committee and Union Chair with as much notice as possible and the reasoning to justify changes.

A Shift Scheduling Committee will be formed, consisting of two representatives of each party. The Company Committee will propose a schedule with required parameters to the Union Committee. If the Scheduling Committee can not agree on the proposed schedule provided by the Company Committee, the Union Committee will provide a second alternative schedule which provides the required parameters needed by the Company. The Company will verify that the Union committee's alternate schedule meets the required parameters set out by the Company. Management Committee will then implement the alternate schedule.

If it becomes necessary to modify or establish new schedules, the Company shall take the initiative of calling a meeting of the Shift Scheduling Committee and the above paragraph will apply.

The Company will post work schedules as soon as possible but no later than seven (7) calendar days in advance of their implementation.

The Company may alter an employee's working schedule to accommodate training. No schedule will be altered in such a way that the employee works less than their regularly scheduled hours.

- c) Full-time employees may be scheduled for up to forty (40) hours with remaining hours being assigned to Part-time employees provided the principles of scheduling are met.

14.06 Part-time employees will not be required to work more than five (5) days in a calendar week unless mutually agreed.

14.07 An employee who reports for work and has not been advised not to do so prior to the start of their scheduled shift and no work is available, will be paid a reporting allowance equal to four (4) hours at the employees' standard hourly rate.

14.08 An employee who has already left the work site after the end of their regular scheduled shift and is called back to work, shall be paid the applicable overtime rate for each hour worked but, in any event, they shall not be paid less than four (4) hours at their hourly rate.

14.09 An employee already scheduled to work or working may be asked to report to work early or remain at the work site. Such employee shall be paid for these additional hours as per the collective agreement.

14.10 All shifts will be a minimum of 4 hours.

ARTICLE 15 - ANNUAL VACATION

15.01 For the purposes of this Article, "anniversary year" means the twelve (12) month period from the date an employee commenced work, and each subsequent twelve (12) month period.

15.02 Employees that have completed one (1) year or more of employment shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.

15.03 Employees that have completed four (4) years or more of employment shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.

15.04 Employees that have completed six (6) years or more of employment shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.

15.05 Employees that have completed ten (10) years or more of employment shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.



- 15.06** Employees that have completed fourteen (14) years or more of employment shall receive seven (7) weeks vacation at fourteen percent (14%) of their annual gross earnings of their anniversary year for which they are receiving their vacation leave.
- 15.07** Annual vacation leave may, with management approval be carried over into the subsequent year but the employee must take a minimum of two (2) weeks in the same calendar year. Vacations over and above the two (2) weeks must be taken no later than ten (10) months after the carry over.
- 15.08** Employees that are entitled to vacations as set forth above shall be granted their vacation leave at a time suitable to the Company and employee based on seniority. The Company shall not recall an employee to duty after they have had their vacation leave approved by the Company.
- 15.09** Employees, at their option, shall have the right to split their vacation into separate periods, of single shifts. The Company will do its utmost to co-operate with any employee's vacation requirements. Approval remains at the discretion of the Company, however will not be unreasonably denied.
- 15.10** The employee must request vacation pay three (3) weeks prior to the required pay date and the Company shall pay such vacation pay by direct deposit on the regular payday.
- 15.11** When an employee's employment is terminated the employee shall be paid any remaining earned but unused vacation pay.
- 15.12** The Company shall show an employee's vacation pay credits on the employee's pay stub. The Company shall furnish the employee with a separate pay advice showing the particulars of vacation leave paid.

ARTICLE 16 - PAID HOLIDAYS

- 16.01** There will be eleven (11) Paid Holidays as follows:
- Boxing Day, Good Friday, Christmas Day, New Years Day, Canada Day, BC Day, Victoria Day, Thanksgiving Day, Remembrance Day, Labour Day, Easter Monday, included any Federal proclaimed day going forward.
- 16.02** No employee is entitled to be paid for a holiday on which they do not work when they were not entitled to wages for at least fifteen (15) days during the ninety (90) calendar days immediately preceding the holiday.
- 16.03** An employee who qualifies for holiday pay in accordance with Clause 16.02 and is not required by the company to work on any of the above holidays shall be paid the equivalent of the wages they would have earned at their regular basic hourly rate for their normal hours of work.

- 16.04** An employee who qualifies for holiday pay in accordance with Clause 16.02 and is required by the company to work any of the above holidays shall be paid one and one half (1 ½) times their regular basic hourly rate for all time worked on such holiday in addition to their pay under Clause 16.03. Any hours worked by an employee on a Statutory Holiday before or after their regularly scheduled shift will be paid at rate of double (2.0) time.
- 16.05** If any of the above holidays are observed by the company while an employee is on a scheduled vacation the designated holiday will not be counted as a day of leave.
- 16.06** No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled or called to work for that day unless their absence occurred for legitimate reason.
- 16.07** Where a new employee who has not attained thirty (30) days of employment with the company is required to work on a holiday they shall be paid according to the Canadian Labour Code for time worked by them on that day.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 a)** An employee who has been employed by the Company for three (3) consecutive months (90 calendar days) will be granted a leave of absence, with pay, during the four (4) days immediately following the day of death of a member of their 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 their regular basic hourly rate. "Immediate Family" as defined below."
- "Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, brother-n-law, sister-n-law, sons- n-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law, grandchildren, same sex partner"
- b) In the event that the death of an immediate family member occurs out of town, an additional two (2) consecutive unpaid days will be granted.
- c) The Company will grant additional leave without pay for compassionate reasons related to the death of a family member.
- d) If an employee is notified of a death in their immediate family while working they shall be relieved from duty, upon the request of the employee. The employee may elect to be paid for the balance of their shift, in accordance with the provision entitlement above.

- 17.02 The Company agrees to abide by the appropriate legislation in the case of maternity/parental leave and adoption leave and the employee will be reinstated to their former position, if available, or a similar position at the expiration of such leave.
- 17.03 An employee shall be granted a leave of absence without pay from the Company to work for the Union.
- 17.04 **Court Leave** – If an employee is subpoenaed or is instructed to appear in Court in a matter relating to the conduct of the employee's pre-board screening duties, they will be paid for such appearance including travel and the Union will be notified prior to the appearance. Any monies received from the court/court officer will be reimbursed to the company.
- Jury and Crown Witness leave** - An employee called to serve as a juror or as crown witness must inform their Company as soon as they receive the subpoena and the Company will reimburse them the difference between their jury or witness duty fee, and their regular wages. An employee shall suffer no loss in wages while serving as a subpoenaed witness or for jury duty during regular working hours, if selected.
- 17.05 **Public Office Leave** - Upon written request by the Union and the individual concerned, the Company shall grant leave of absence without pay to any employee elected to and without pay while campaigning for their own election to the Provincial Legislature or the House of Commons. Such leave shall be for a maximum period of two (2) months in the case of their campaigning or for the term of such office in the case of their election.
- 17.06 **Sick Leave**
- As of April 1st, of each year of the contract all** employees will receive eight (8) days per year sick time. **Any surplus shall** be paid out to the employees on the first pay period of December of each year at the salary rate in effect. (the days will be calculated by hours on each employee's pay stub as per 13.04 - 13)
- 17.07 **Special Medical Leave**
- Where an employee is required to absent themselves from work in order to attend an appointment with a medical specialist, the Company shall grant any such request in writing for time off.

17.08 Other Leaves (Military Service / Police Ancillary / Voluntary Fire Service etc.)

- a) An authorized leave of absence without pay may be granted to an employee following an agreement with their Company. This agreement must be signed by the Employee, the Company and the Union. The Parties agree that requests will not be unreasonably denied.
- b) Employees may choose to use up to five (5) sick days per calendar year as personal leave. However, the employee must have sufficient time in their sick bank to cover the hours of the shift being requested as a personal day(s). Employees who do not have sufficient time in their sick bank may be granted a leave of absence as stipulated in (a) above.
- c) For both leaves stipulated in (a) and (b) above, leaves cannot be taken in the last two weeks of December and the first week of January. However, requests during this time frame will not be unjustly denied if of an emergency nature to deal with the care of a family member.
- d) Employees will use best efforts whenever possible to give the Company at least fourteen (14) days' notice of a leave request. Management will consider each application on a case by case basis with priority given to requests for Family emergencies.

17.09 An employee shall continue to accumulate seniority during the term of any leave of absence subject to Article 11.01.

ARTICLE 18 - DISCHARGE AND DISCIPLINARY PROCEDURE

18.01 The Company retains the right to discipline an employee for just cause. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within five (5) working days, unless the employee is absent, the discipline would be issued upon their return to work.

18.02 The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:

1. A verbal Warning - in the presence of a Steward;
2. A Written Warning - copy to Union
3. A Suspension without pay (specified time frame) - copy of notice to Union;
4. Discharge - copy of notice to Union

Stages of the progressive discipline policy maybe bypassed for serious infractions.

A Union representative shall be present at any step of the disciplinary procedure. Should an employee refuse Union representation they must sign a waiver with the Union and Company. The Union shall receive all copies of disciplinary notices given to employees.

All discipline shall be administered by Management.

- 18.03 a)** There shall be only one employee personnel file and the employee shall have access to review their file at a mutually agreed upon time.
- b) An employee may opt to have the Union President or their designate of Local 1-417 review their file on their behalf after written permission has been granted.
- 18.04** Twelve (12) months after a first written reprimand has been issued, the reprimand so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment records.
- 18.05** In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge or suspension, the grievance shall be filed at Step 1 of the grievance procedure.
- 18.06** The Company shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.

ARTICLE 19 - BULLETIN BOARDS

- 19.01** The Company will provide a bulletin board at each work location subject to Transport Canada's approval for the posting of Union notices related to elections, meetings and social functions provided that such notices are signed by an authorized Union official.

ARTICLE 20 - NOTICES

- 20.01** Any notices in writing which either party gives to the other shall be by registered mail, postage prepaid, addressed as follows:

TO THE COMPANY:

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

TO THE UNION:

United Steelworkers Local 1-417
181 Vernon Ave
Kamloops, BC V2C 6V1

- 20.02** Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after date of mailing. The registration receipt shall establish the date of mailing.
- 20.03** The Company or the Union may change its address at any time by notice as set out in Article 20.01.
- 20.04** The parties may use electronic mail (e-mail) to provide notice but will follow up with regular mail.

ARTICLE 21 - TRAINING AND EQUIPMENT

- 21.01** Recognizing the uniqueness of the job being performed within the establishment, the Company shall make available a training program for all employees based upon CATSA regulations.
- 21.02** All advanced training shall be offered based on seniority and qualifications. In the event that two (2) or more employees are deemed equally qualified, seniority will prevail. The Company shall post and provide all advanced training with the required qualifications that are needed for the training as per Article 11 Seniority, Section 11.11 (b) & (c).
- 21.03** Sufficient supply of latex and cotton gloves will be provided at each screening point for the use of employees, on as needed basis, when the employee believes there is a health risk.
- 21.04** Hand sanitizer *will be provided*.
- 21.05** The Company will provide a fridge, tables, microwave, utensils, toaster-oven, kettle, coffeepot, for employees' lunches in their lunchroom.
- 21.06** The Company will be responsible to repair, or replace, furniture in lunchrooms in a timely manner, and the company will provide cleaning materials needed to keep the area clean. The Company will also be responsible to have the fridges cleaned once a month.
- 21.07** Employees will be paid for any hours spent in training, testing and certification, which hours may qualify for overtime pay.
- 21.08** The Company will reimburse up to thirty dollars (\$30.00) per employee towards an annual flu vaccination for all employees.
- 21.09** All employees at their option can participate in French language classes. The Company will provide financial aid to help an employee attend French classes on their own time without pay. However, if there are more than four (4) employees that are interested in French language classes the Company shall arrange group sessions that will be pre-paid and arranged by the Company for a 100% reimbursement up to a maximum of \$250.00 per person per class and \$400.00 per person per year.

21.10 The Company shall provide any and all changes to SOP and or policies in writing to all screeners, as soon as possible and provide training when relevant.

ARTICLE 22 – BENEFIT PLAN

22.01 (a) Benefit Coverage

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

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

Current Health and Dental Benefits will be extended to employees who are over the age of seventy (70).

Generic substitution for drug claims is mandatory effective within 30 days of ratification unless a drug is otherwise prescribed by an employee's medical professional.

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

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

- a. In the event an employee is absent due to layoff, the Company will maintain coverage and continue to pay all premiums associated with the Health and Welfare Benefit Plan and MSP for a period of three (3) months.
- b. In the event an employee is absent due to illness, non-occupational injury or Leave in accordance with the Canada Labour Code, the Company will maintain coverage and continue to pay all premiums associated with the MSP and Health and Welfare coverage for a maximum of one (1) month.

(b) Medical Service Plan Coverage

- a. The Company will pay directly to MSP one hundred percent (100%) towards the cost of B.C. Health and Wellness Plan premiums for all employees, effective the 1st of the month following three (3) months of service. It is the employee's responsibility to complete and submit the required forms according to the established deadline, to be included in the MSP Group Plan. After the initial implementation, new employees will be enrolled in the MSP Group Plan effective the 1st of the month following three (3) months of service.
- b. Effective ninety (90) days after ratification, the Company will pay directly to MSP one hundred percent (100%) towards the cost of B.C. Health and Wellness Plan premiums to all employees. It is the employee's responsibility to complete and submit the required forms according to the established deadline to be included in the MSP Group Plan. After initial implementation, new employees will be enrolled in the MSP Group Plan effective the 1st of the month following three (3) months of service.

ARTICLE 23 - WORKPLACE RELATIONS COMMITTEE

23.01 The parties included in this agreement will form an Industrial Relations Joint Committee of two (2) members appointed by the Company and of two (2) members appointed by the Union.

The company representatives should be:

1. **Regional Service Delivery Manager or designate**
2. **Regional Manager or designate**

The union representatives should be:

1. Unit Chair
2. Member from Local 1-417 or District 3 Representative.

The first meeting shall be held as soon as practicable after the ratification of the collective agreement and the appointment of the committee members. Meetings will continue for the life of this agreement, after the initial meeting, on a quarterly basis during work hours. Either party may submit issues for discussion one week prior to the meeting.

The committee will be responsible for appointing one of the committee members to record minutes of meeting.



23.02 The function of this Committee shall be to:

- a) develop good relations between the Union and the Company by examining problems of common interest which concern all or part of the employees who are members of the bargaining unit.
- b) make recommendations to the parties.
- c) Ensure all IRC minutes are posted in a location accessible to all employees

ARTICLE 24 - GENERAL PROVISIONS

24.01 The Company agrees to pay the cost of monthly parking at the airport for all employees covered by this agreement.

ARTICLE 25 – PENSION PLAN

25.01 The Company will contribute four (4%) of all employees' total earnings from the Company into the USW Pension Plan or RRSP designed and administrated by the Union. The employees may contribute to the Pension Plan or RRSP designated by the Union. Details to be worked out by the Union and given to the Company.

RRSP contributions will be made for employees who are in receipt of benefits from WCB and or maternity/paternity leave as required by WCB and the Canada Labour Code respectfully. The portion of benefits will be the Company's portion and will be submitted at no loss or no gain as if the employee was at work.

ARTICLE 26 - LEGAL PROTECTION

26.01 An employee charged with but not found guilty of a criminal or statutory offence because of acts done in the performance in good faith of their duties shall be indemnified by the Company for the employee's necessary and reasonable legal costs incurred in the defence of such charges.

26.02 Notwithstanding Article 26.01, the Company may refuse payment otherwise required by Article 26.01 where the actions of the employee from which the charges arose amounted to gross dereliction of duty or deliberate or negligent abuse of their powers as a security officer.

26.03 Where an employee is a defendant in a civil action for damages because of acts done in the performance in good faith of their duties, the employee shall be indemnified by the Company for the necessary and reasonable legal costs incurred in the defence of such an action provided that if the Company is also sued in respect of the same transaction, the employee will provide all reasonable assistance and co-operation to the Company in its defence. Further, in the absence of a real and substantial conflict of interest between the Company and the employee in the litigation, the employee agrees, if requested by the Company, to be represented by counsel of the Company's choosing which may include the same counsel as is representing the Company in the litigation. It is also understood and agreed that provided that the employee is not being required to personally pay any damages or contribute any settlement funds where the employee and the Company are being represented by the same counsel, the Company shall have the right to instruct their common counsel on all matters relating to the litigation including the settlement or compromise of same.

26.04 Subject to 26.03 above, an employee who wishes to retain a particular lawyer to represent them and wishing to be indemnified pursuant to this Article shall:

- a) Before retaining the lawyer or as soon as reasonably possible thereafter, advise the Company of the name and address of the lawyer for the Company's approval which approval shall not be unreasonably withheld; and
- b) If requested by the Company, instruct the lawyer to render regular written accounts as required; and
- c) With respect to a lawyer representing an employee with respect to a criminal or statutory offence as provided for in 24.01, the provision of interim accounts does not require the Company to pay any such accounts until it is finally determined that the employee has not been found guilty of the criminal or statutory offence in respect of which they were charged.

26.05 For greater clarity, an employee shall not be indemnified for legal costs arising from grievances or complaints arising under this Agreement, or acts or omissions while acting in their capacity as a private citizen.


ARTICLE 27 – DURATION AND RENEWAL

- 27.01** The term of this Agreement shall be from **April 1, 2018 to March 31, 2021.**
- 27.02** Notwithstanding Article 27.01, the provisions of this agreement shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective or until the provisions of Section 89(1) of the Canada labour Code have been met.
- 27.03** Either party to this agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this agreement, by written notice, require the other party to this agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this agreement in accordance with Section 49(1) of the Canada Labour Code.
- 27.04** This agreement may be amended by mutual consent of the parties during the term of the agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by it's duly authorized representatives, this 18 day of SEPTEMBER 2020, at LANGLEY, BC:

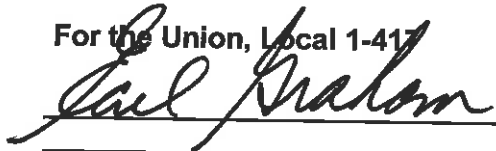
G4S Secure Solutions (Canada) Ltd.

For the Company



UNITED STEELWORKERS

For the Union, Local 1-417



**Appendix "A" – Wage Schedule
For Screeners
YKA Airport**

Current Rates of Pay

Effective April 1, 2018

CATSA Level	CATSA Hrs Required	2.25% Rates
Level 1		\$18.06
Level 2 (3.1)	0-2080 hrs.	\$20.53
Level 2 (3.2)	2081-4160 hrs.	\$20.96
Level 2 (3.3)	4161-6240 hrs.	\$21.39
Level 2 (3.4)	6241 + hrs.	\$21.82
PL – 12.5% on top of L 3.4		\$24.55

Effective April 1, 2019

2.25%

CATSA Level	CATSA Hrs Required	Rates
Level 1		\$18.47
Level 2 (3.1)	0-2080 hrs.	\$20.99
Level 2 (3.2)	2081-4160 hrs.	\$21.43
Level 2 (3.3)	4161-6240 hrs.	\$21.87
Level 2 (3.4)	6241 + hrs.	\$22.31
PL – 12.5% on top of L 3.4		\$25.10

Effective April 1, 2020

2.50%

CATSA Level	CATSA Hrs Required	Rates
Level 1		\$18.93
Level 2 (3.1)	0-2080 hrs.	\$21.51
Level 2 (3.2)	2081-4160 hrs.	\$21.97
Level 2 (3.3)	4161-6240 hrs.	\$22.42
Level 2 (3.4)	6241 + hrs.	\$22.87
PL – 12.5% on top of L 3.4		\$25.73

- Screening officer acting as Lead Screeners will only be entitled to the Lead Screeners hourly rate where they work for more than one half hour and they will be paid for Lead Screener hours worked to the nearest half (1/2) hour.
- Lead Screeners will be paid twelve and one-half percent (12.5%) above level 3.4.

C.O.L.A – Cost of Living Adjustment

A cost of living adjustment (C.O.L.A) monthly payment will be provided to full-time employees based on a rate of 1.5%.

The annual COLA amount is calculated by taking the 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 their scheduled shifts in the month. It is understood that paid absences (i.e., Vacation, Paid Sick, Bereavement, etc.) provided for in the Agreement shall be counted as shifts worked in this calculation.

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

- Screening officer acting as Lead Screeners will only be entitled to the Lead Screeners' hourly rate where they work for more than one half hour and they will be paid for Lead Screener hours worked to the nearest half (1/2) hour.
- Lead Screener will be paid twelve and one-half percent (12.5%) above level 3.4.

(CATSA Bonus)

If CATSA provides any performance bonus intended to be distributed to Screening Personnel, the bonus will be distributed in accordance with agreement between the Company and the Union. If agreement cannot be reached, the dispute will be resolved pursuant to the arbitration procedure under Article 9.

LEAD SCREENER (POINT LEADS) KAMLOOPS (YKA)

One (1) Lead Screener for all hours of operation unless the Management deems additional positions are necessary.

As of ratification the following Point Leads (Lead Screeners are qualified; Tara **Cavanaugh**, Gene Durette and Nathan Labrie).

Only Screening Officers that have successfully passed the G4S LS Qualification program are eligible to bid on the available LS Shifts. Only the LS who is working the LS shift will be paid the LS (PL) rate as outlined in the CBA.

The employees who were Point Leads at the time of the ratification of the CBA will continue to be recognized as qualified Lead Screeners going forward to staff the LS requirements at the sites.

When the LS is providing training mandated by CATSA relating to Screener Officer Certification, as requested by management, they will be paid the LS (PL) rate as outlined in the CBA.

Appendix "B"
Holiday Booking Letter of Understanding
Between G4S Secure Solutions (Canada) Ltd.
And
United Steelworkers Local 1-417 (YKA)

1. Holiday year
 - a. For qualification Vacation of allotment the Vacation year will run from June 1 to May 31.
2. The Company will allow the three (3) employees off on Holidays at any one time. Additional Holiday requests will be granted if operational requirements permit
 - a. For the purpose of this policy Medical, WCB or other approved Leaves of absence will not be considered Vacation allocation
3. If an employee wishes to cancel booked holidays they must give sufficient notice (3 days to a week prior unless in case of emergency) and must cancel the entirety of the week unless special circumstances exist.

Holiday Booking Procedure

1. First round holiday booking

- a. All employees must Complete and submit a holiday booking form with their choices of holidays to a maximum of three (3) consecutive weeks (for employees who qualify) not later than May 15th
- b. The Company will expediently process and allocate first round holiday booking in accordance with Seniority. This will be completed and posted no later than May 31st unless exceptional circumstances delay it.
- c. Employees who are unable to receive any of their requested weeks will be contacted and advised to resubmit

2. Second Round Holiday booking

- a. For employees who have not booked all holidays in the first round and wish to book additional holidays, the company will provide a second round of Holiday booking
- b. Employees will complete Second round Holiday booking form and submit it to their supervisor not later than June 15th.
- c. The Company will expediently process and allocate Second round holiday booking in accordance with Seniority. This will be completed and posted no later than June 30th unless exceptional circumstances delay it.

- d. Employees who are unable to receive any of their requested weeks will be contacted and advised to resubmit

3. Holidays Requests after June 15th

- a. All Holiday requests made after June will be approved on a first come first serve basis conditional on operational requirements

4. Holiday bookings of less than full weeks

- a. Employees wishing to book holidays less than full blocks must book on a first come first serve after 1st and 2nd bookings are completed

5. The scales below are the minimum vacation requirements that all employees must schedule during the vacation bid. Employees that do not schedule their minimums shall have their vacation minimums scheduled by the Company at the end of the full bidding process which shall be completed by June 30th. Where an employee does not take their full vacation entitlement by the end of the vacation year, the employee shall receive payment of all accrued but unpaid vacation pay unless the employee requests in writing to carry over the unscheduled vacation pursuant to Article 15.07.

Years of service at December 31	Vacation Entitlement	Vacation Bid Requirements	Vacation Pay
Completion of 1 year	2 weeks	2 weeks	4%
Completion of 4 years	3 weeks	2 weeks	6%
Completion of 6 years	4 weeks	2 weeks	8%
Completion of 10 years	5 weeks	3 weeks	10%
Completion of 14 years	7 weeks	4 weeks	14%



1st Round

First Round Holiday booking to be completed and turned in to your supervisor by May 15th

Name _____ Site Seniority Date _____

Requested Holiday weeks in order of *preference*

1st Choice Block(s) of _____ (if qualifies)

If 1st not available Choice Block(s) of _____ (if qualifies)

Signed _____ Date _____

2nd Round

Second Round Holiday booking to be completed and turned in to your supervisor by June 15th

Name _____ Site Seniority Date _____

Requested Holiday weeks in order of *preference (for qualifying employees)*

1st Choice Block(s) of _____ (if qualifies)

If 1st not available Choice Block(s) of _____ (if qualifies)

Signed _____ Date _____

Appendix "C"

Overtime Call In Procedure

Overtime

- a) 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 Management Office.
- b) The Company will solicit overtime in classification seniority order based on the classification of work required, as specified in Clause 11.06, ie., if the work to be performed is that of the Lead Screener Classification, then the overtime assignment will be solicited from the Lead Screener Classification.
- c) The Company will ensure that on-duty employees in daily overtime book will be contacted at their respective work location and directly offered overtime.

Call In Procedure

Day of Overtime

This is the order to be called in for day of overtime based on seniority (Extension of Shift):

1. Employees on shift in book
2. On-shift employees (not in book)
3. Sign-up book employees' regular day off
4. Seniority list

Order to be called in for next-day overtime based on seniority:

1. Sign-up Book
2. Seniority list

Failure to follow call-in procedure

Should an employee be by-passed in error for overtime, the onus of proof is to be provided by the said employee and the Company would be required to pay the overtime hours missed.



APPENDIX "D"

BETWEEN:

UNITED STEELWORKERS LOCAL 1-417

(the "Union")

AND:

**G4S SECURE SOLUTION (Canada) Ltd.
Kamloops YKA**

(the "Company")

Re: Lead Screener

This position will assist and support G4S management with check point operations and service delivery on a screening line level. Further this position will assist and support management in delivering various CATSA and G4S related Screening Officer technical training initiatives.

Under the direction of management, the Lead Screener will assist operations providing staff support during screening operation. Such as PIP activities, XRT 3 coaching, Recurrent Learning Program (RLP) modules, and CATSA training initiatives related to SO certificate. Additionally, LS are expected to actively communicate and work with management to ensure screening line operations meet service level requirements.

Overview of Responsibilities

	Overview of LS responsibilities
Equipment testing	Ensure that all open /close procedures are followed. Verify testing of all equipment and sign off on testing logs. Document and notify of equipment failures as per SOP.
Screening line operations	While working as part of the screening line provide staff with support during screening operations. Have thorough knowledge of all screening line positions and CATSA SOP. Assist management in operational investigations (breach, critical incident, non-critical incident).
Training	Conduct training that require live line training (CATSA OJT if SCTR Qualified) Assist SDM in down time training.
Reporting	Provide, when required, regular operational reports to management (e.g. shift logs, daily briefs, etc.)
Communication	Actively communicate and work with management to ensure screening line operations meet <u>service level</u> requirements. Provide input and suggest improvements to screening operations.

Overview of G4S LS Qualification Program

To ensure that screening Officers who want to perform LS duties are successful in their role G4S has developed a LS Qualification program. The goal of the program is to provide LS with an initial Qualification Training Course and Test, followed with annual refresher training and Qualification tests. In general, the Qualification program is designed to equip the LS with knowledge and skills to provide operational support and supervision for screening officers. The program is designed to provide training and test the candidate's skills to be successful in the LS role.

The LS Qualification program has 3 main components:

- 1) Basic requirements to qualify for the program.
 - a. At least 1 (one) year of experience working as a certified Screening Officer at the site.
 - b. PBS XRT Advanced 3 Level (if applicable)
 - c. No outstanding RLPs
 - d. Must display a hands-on approach to training
 - e. Ability to communicate effectively
 - f. Preference will be given to candidates that are certified in all screening positions.
 - g. Not more than 1 PERs in the last 6 months.

- 2) Qualification Test
 - a. Conduct an evaluation on each Lead Screener by a G4S Training department and witnessed by the Training Manager who will decide if the LS will pass/fail. Any Screener who fails the evaluation will receive coaching and be provided a second opportunity for evaluation.
 - b. Conduct an X-ray test – 10 images
 - c. Conduct a Written test – 80%

- 3) Annual follow-up training and testing
 - a. Keep up with their training and LS Qualification.
 - b. A skills assessment and a written test each year to ensure that LS are still up to date with all SOP requirements and are still able to demonstrate the proper techniques.
 - c. Continue to successfully perform in LS role.

Training

Training in the regional airports consists in general of two different activities. 1) Training mandated by CATSA relating to Screening Officer Certification, 2) G4S initiated training to provide Screening Officers with refreshers and downtime training

CATSA mandated training can only be given by a person that has been signed off by CATSA to provide this training. In YVR we have a number of Trainers that have all successfully passed certification and been signed off by CATSA. For the regional airports we have a number of SOs that has been signed off by CATSA. Our plan is to

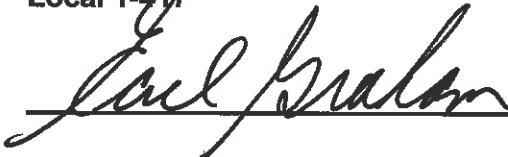
utilize Lead Screeners to provide CATSA training (OJT). For this purpose, LS Qualification program is mainly focused on providing the LS with skills to train SOs.

Opportunities for training for CATSA approved Lead Screener trainer will be offered in accordance with Lead Screener seniority. Although all Lead Screeners will be responsible for mentoring and coaching SO's, not all Lead Screeners will be required to become CATSA approved trainers.


If a Lead Screener is providing CATSA OJT training to a Screening Officer they shall not be mandated to work on a screening line, as their focus shall be on the training.

Signed on a without prejudice or precedent basis in LANGLEY on the 18 day of SEPTEMBER 2020.

On behalf of the Union
Local 1-417



On behalf of the Company
G4S Secure Solutions (Canada)
Ltd.



LETTER OF UNDERSTANDING

BETWEEN:

UNITED STEELWORKERS LOCAL 1-417 (the "Union")

AND:

**G4S SECURE SOLUTION (Canada) Ltd. (the "Company")
Kamloops (YKA)**

Re: Screening Contractor Training Representative (SCTR)

Notwithstanding the provisions of Articles 11 and 21 and in order to assist the Company with the delivery of training, the Company agrees to provide employees with an opportunity to be trained and qualified as SCTRs as follows:

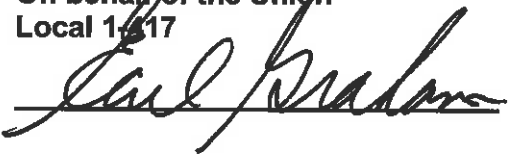
- 1. The parties agree to meet within thirty (30) calendar days after ratification to review an applicant briefing of the terms and conditions associated with the SCTR training.**
- 2. After this briefing has taken place the training opportunity shall be posted for a period of seven (7) calendar days.**
- 3. Selection will be based upon the skill, experience, ability, and qualifications of each applicant.**
- 4. Where the factors set out in paragraph 3 above are relatively equal among applicants, selection shall be governed by seniority in the following order;**
 - i) the most senior Lead Screener(s) followed by;**
 - ii) the most senior SO**

5. After the selection of the appropriate candidates the Company will meet with the SCTR candidate(s) to review the applicant briefing to the selected applicants are aware of and agree to the terms and conditions of the SCTR training program.

Note: The designation of Screen Contractor Training Representative (SCTR) is not a bargaining unit classification and is not and shall not be considered the exclusive work of the bargaining unit.

Signed on a without prejudice or precedent basis in LANGLEY on the 18 day of SEPTEMBER 2020.

On behalf of the Union
Local 1117



On behalf of the Company
G4S Secure Solutions (Canada)
Ltd.



LETTER OF UNDERSTANDING

BETWEEN:

UNITED STEELWORKERS LOCAL 1-417

(the "Union")

AND:

**G4S SECURE SOLUTION (Canada) Ltd.
Kamloops (YKA)**

(the "Company")

RE: LEAD SCREENER TRAINING – YKA

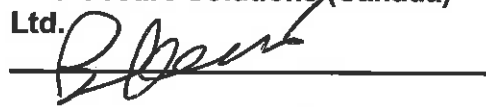
Within thirty (30) days following the ratification of a new collective agreement, the Company will post for seven (7) calendar days an opportunity for five (5) Screening Officers to receive Lead Screener Training.

Signed on a without prejudice or precedent basis in LANGLEY on the 18 day of SEPTEMBER 2020.

On behalf of the Union
Local 1-417



On behalf of the Company
G4S Secure Solutions (Canada)
Ltd.



LETTER OF UNDSTANDING

BETWEEN:

UNITED STEELWORKERS LOCAL 1-417

(the "Union")

AND:

**G4S SECURE SOLUTION (Canada) Ltd.
Kamloops YKA**

(the "Company")

Re: Overtime Pay and Extra Shift Language Clarification

The purpose of the LOA is to clarify the application of the language between the parties in Article 14 – Hours of Work and Overtime and specifically in 14.02 (a) ii) and iii) on how overtime is applied for same day and next day overtime.

Background

The language in 14.02 a) i) ii) & iii) states:

- 14.02 a) Hours worked by an employee in excess of forty (40) hours per week shall be paid at the rate of 1.5 times the standard hourly wage. Employees that are required to work past their scheduled shift for the day will be paid at 1.5 times their regular rate of pay.
- i) during their first extra shift, one and one-half (1 ½) time their regular rate of pay;
 - ii) during their second extra shift, two (2) times their regular rate of pay; and,
 - iii) during their third extra shift, three (3) times their regular rate of pay.

Further Appendix C in the CBA outlines the call-in procedures for same day and next day overtime.

Same Day Overtime

This is the order to be called in for same day overtime based on seniority (Extension of Shift):

1. Employees on shift in book
2. On-shift employees (not in book)
3. Sign-up book employee's regular day off

4. Seniority list

Order to be called in for next-day overtime based on seniority:

1. Sign-up Book
2. Seniority List

Additionally, Article 14.10 states that all shifts will be a minimum of 4 hours, and Article 14.02 d) "The Company will make every attempt to have extra shifts filled by senior competent employees. Preference will be given to the employees who have not completed their forty (40) hours in the work week."

The Parties have been in discussion and have agreed to the following:

Double and Triple Time

In the application of 14.02 a) i) ii) & iii) above an employee must have completed 40 hours per week to be eligible to the double and triple time rates and an extra shift shall be deemed to occur, when:

1. an employee works a shift of four (4) hours or greater, in conjunction with their scheduled shift; or
2. an employee works a shift of four (4) hours or greater in addition to their scheduled shift on the same day; or
3. an employee works a shift of four (4) hours or more on a scheduled rest day.

Same Day Overtime (less than 24-hour notice)

1. Same day overtime is defined as any additional work (hours) outside of employee(s) regular scheduled shift that the employee(s) is asked to work with less than 24-hour notice.
2. All additional work that the employee(s) is asked to work with less than 24-hour notice will be paid at 1.5 times their regular rate of pay regardless if the employee(s) have reached 40 hours of work for the week.
3. Employees would note their interest in receiving same day overtime work in the Overtime Book.
4. When soliciting same day overtime the overtime call in order as outlined in Appendix C – Same Day Overtime will apply.

Next Day Overtime (more than 24-hour notice)

1. Is defined as any additional work (hours) outside of employee(s) regular scheduled shift that the employee is asked to work with more than 24 hours' notice.

2. The Company shall first contact the most senior employee(s) who are not scheduled to work forty (40) hours in the work week and are not otherwise in an overtime position and offer the available work to those employees at straight-time rate of pay.
3. The Company shall keep records of all the employees they contacted and attempted to contact with names, dates and times.
4. In the event that offering additional work to employees that are not scheduled to work 40 hours in a work week and following Article 14.10 (the minimum 4-hour call-in rule) results in the employee exceeding 40 hours of work during the week overtime as 14.02 would apply.

This Letter of Understanding is in effect during the current Collective Bargaining Agreement.

This Letter of Understanding can be amended through mutual agreement of the Parties.

Signed in LANGLEY on the 18 of SEPTEMBER 2020.

On behalf of the Union
Local 1-477

Paul Graham

On behalf of the Company
G4S Secure Solutions (Canada)
Ltd.

R. Beaubien

