

# COLLECTIVE AGREEMENT

**Between**

Garda Security Screening Inc.  
c.o.b. as GARDA

**And**

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

**For**

Victoria Airport; Kelowna Airport; Comox  
Airport; Cranbrook Airport; Nanaimo  
Airport; Fort St. John Airport; Prince  
George Airport; Penticton Airport;  
Campbell River Airport

**Term of Agreement**

**April 1, 2007 – March 31, 2012**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and its employees, to set forth all Agreements concerning the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

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

2.01 The Company recognizes the Union as the Bargaining Agent for all pre-board screening and baggage screening of the Company, including Base Administrators, in Class Other Airports employed in Victoria, Kelowna, Cranbrook, Comox, Nanaimo, Fort St. John, Prince George, Penticton and Campbell River Airports governed by federal jurisdiction, excluding Supervisors and those above. (Please note: Each Airport is a distinctive bargaining unit and certification. For purposes of efficiency the airports are represented together in this Collective Agreement.)

Supervisors can, when and where necessitated, provide screening services. Screening is not expected as a normal recurring part of the position but in the event of “no shows” or excessive passenger volume, supervisors can screen.

2.02 The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.

2.03 A full time employee is an employee who holds a position on a continuous, scheduled basis and is scheduled for more than 32 hours per week up to 40 hours per week.

2.03.1 A part time employee is an employee who holds a position on a continuous scheduled basis and works between 4 and 32 hours per week. For clarification, “continuous, scheduled basis” means

## **Mediation**

One year following the ratification of this tentative collective agreement (October 15, 2008) the parties agree to meet for the purpose of a collective agreement review. Agenda items for this mediated review will be restricted to non-monetary topics unless mutually agreed by the parties to include monetary items.

The review will be mediated by Ms. Kathy Peters, Conciliation Officer/Mediator – Pacific Region and will be non-binding and does not provide any opportunity to invoke strike, lockout or job action.

The parties further agree to meet again on or around October 15, 2010 for the same purpose as noted in the first paragraph above.

**COLA – Cost of Living Allowance**

Effective April 1, 200?, a payment addressing COLA will be added for full time employees at the following bases and rates:

Victoria	2.5%
Kelowna	1.5%
Prince George	1.5%
Ft. St. John	1.5%
Penticton	1.5%

COLA will be payable at the end of the month following the month in which it is earned. The first payment will be paid by May 31, 200?

The COLA will be calculated as the L3.4 wage rate annualized wage paid monthly.

e.g. (April 1, 2009 assumed, Kelowna 1.5% assumed)  
\$17.73 x 2080 = \$36,878.40 x 1.5% = \$553.18/12 = \$46.10/mo.

This monthly COLA will be paid by the end of the month next following the month in which it is earned by the screening officer working at least a majority of his or her scheduled shifts in the month. It is understood that paid absences (i.e. vacation, paid sick, bereavement etc.) provided for in this Collective 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 60% of the COLA.

**Split Shifts**

Employees working split shifts will receive an allowance equal to one (1) hours pay provided they show up and work both parts of the shift.

a published shift line that works a similar rotation each week.

2.03.2 The Company and the Union agree that the Company will not hire Casual employees after October 31/07 unless mutually agreed to by DL140. All employees hired prior to October 31/07 will be considered 'grandfathered' and will maintain the ability to revert to Casual Status.

**ARTICLE 3 – UNION SECURITY**

3.01 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

3.02 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment. They shall maintain membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.

3.03 Upon written authorization from each employee, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10<sup>th</sup>) day of the following month in which they are deducted. The deduction will be stated on one line as "Union dues".

3.04 Union dues for all employees shall be per Local Lodge 16 Bylaws. The Employer will be notified, in writing, of changes to the dues structure, if any.

3.05 The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 3.

## ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:

- (a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (b) to hire, transfer, layoff, recall, promote, demote, retire, classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement; and
- (c) to determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.
- (d) The Company and the Union agree to be reasonable and fair in the administration and operation of the Collective Agreement.

4.02 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.

- (a) It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

4.03 Discipline may be issued only by Supervisors and those above.

Effective April 1, 2011, if the employee wishes for a 4% contribution by the Company, the employee must contribute 2% to the Pension Plan or Group RRSP designated and administered by the Union.

For the purposes of the Pension only, "Total Earnings" means all monies an employee earns for wages and includes earnings for vacation, paid holidays and approved union leave. For the purpose of the Pension Plan, the VRSC and COLA will be included in the calculation of the employer's contribution.

### **VRSC – (Volume, Risk, Stress and Consequences)**

As of April 1, 2009 a 5% payment addressing VRSC monthly bonus will be added for full time employees at Kelowna and Victoria airports. The calculation of the VRSC bonus will be as follows:

Maximum hourly rate that is in effect at April 1, 2009 (\$17.73) multiplied by 2080 hours multiplied by 5% divided by 12 to provide a monthly bonus.

$$\begin{aligned} \text{e.g. } \$17.73 \times 2080 &= \$36,878.40 \times 5\% = \\ \$1843.92/12 &= \$153.66 \end{aligned}$$

This monthly bonus will be paid by the end of the month next following the month in which it is earned by the

screening officer working at least a majority of his or her scheduled shifts in the month. It is understood that paid absences (i.e. vacation, paid sick, bereavement etc.) provided for in this Collective Agreement shall be counted as shifts worked in this calculation. The first bonus payment will be made by May 31, 2009.

Part time employees with a minimum of sixteen (16) hours to a maximum of thirty (30) hours per week will receive 60% of the VRSC.

The amount of the VRSC bonus will remain fixed for the remainder of the term of the collective agreement.

<b>WAGE PROGRESSION</b>	<b>PL</b>
<b>April 1, 2007</b>	\$20.05
<b>April 1, 2008</b>	\$20.91
<b>April 1, 2009 (Paid lunch)</b>	\$20.26
<b>April 1, 2010</b>	\$20.86
<b>April 1, 2011 (Tied to YVR)</b>	

Effective October 28, 2007, PL pay will equal L3.4 plus 12.5% for each hour worked over 30 minutes (15 minutes increments thereafter).

**PENSION**

Effective November 25, 2007, the employer shall contribute a fixed amount of one (1) percent of employee's total earnings with no obligatory contribution by the employee to a Group Pension Benefit Plan or Group RRSP designated and administered by the Union on behalf of each employee who has been employed for 12 months for each pay period.

Effective April 1, 2008, Company contribution increases to 1.5% of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

Effective April 1, 2009, Company contribution increases to 2% of total earnings to Pension Plan or Group RRSP designated and administered by the Union.

Effective April 1, 2010, if the employee wishes for a 3% contribution by the Company, the employee must contribute 1% to the Pension Plan or Group RRSP designated and administered by the Union.

**ARTICLE 5 – UNION REPRESENTATION**

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

- (a) A negotiating committee
- (b) A grievance committee
- (c) An industrial relations committee to meet monthly (or as needed by mutual agreement) with management representatives in order to address matters of concern regarding the Union membership and day to day operations at the site.
- (d) The Union Representative shall be permitted to meet with new Union members for up to two (2) hours during the new employee's first week of work.

5.02 The members of the Negotiating, Grievance, and Industrial Relations Committees shall be employees who have completed at least two (2) years service as outlined in Local Lodge 16 Bylaws or by Union discretion.

5.03 The Union shall notify the Company in writing of the names of the employees who are members of the negotiating, grievance and industrial relations committees and the Company shall not be required to recognize them until so notified.

5.04 The Union acknowledges that each member of the grievance committee has regular work to perform and that he shall only absent himself from such work with the permission of the Management and, upon resuming his regular duties, he shall again report to the manager. Each member of the grievance committee shall not lose pay for time spent during his regular scheduled working hours performing the functions set out in Article 5.01(b)

5.05 An employee will be entitled to have a Shop Steward present when being presented with any discipline

that will be noted in his file. Every effort will be made to present discipline during the employee's regularly scheduled shift and within three (3) days of the incidents giving rise to the discipline.

- (a) If it is not possible to provide a Shop Steward to be present in the foregoing time period, the discipline will be presented to the employee with a witness of the employee's choice (co-worker). However, if the discipline is more than a written warning, then a Shop Steward must be present.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

6.02 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Supervisor the opportunity to deal informally with his complaint.

6.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

**STEP ONE**

6.04 When an employee believes that he has been unjustly dealt with or that any of the provisions of this

**SIGNED ON** \_\_\_\_\_

**AT RICHMOND, B.C.**

**For the Company:**

**For the Union:**

_____	_____
Robert Bouvier	Mike Ambler
_____	_____
Larry Johns	Ron Fontaine

**APPENDIX A**

<b>WAGE PROGRESSION</b>	<b>L1</b>	<b>L2</b>	<b>L3.1</b> 0-2080 HRS	<b>L3.2</b> 2081- 4160 HRS	<b>L3.3</b> 4161- 6240 HRS	<b>L3.4</b> 6240+ HRS
<b>April 1, 2007</b>	\$13.95	\$15.20	\$16.30	\$16.65	\$17.15	\$17.55
<b>April 1, 2008</b>	\$14.70	\$15.95	\$17.05	\$17.40	\$17.90	\$18.30
<b>April 1, 2009 (Paid lunch)</b>	\$14.68	\$15.68	\$16.68	\$17.03	\$17.38	\$17.73
<b>April 1, 2010</b>	\$15.12	\$16.15	\$17.18	\$17.54	\$17.90	\$18.26
<b>April 1, 2011 (Tied to YVR)</b>						

27.03 All bargaining unit full-time positions will be offered to part-time employees in order of classification seniority.

Employees who are on vacation or sick leave (i.e. LTD, STD, Maternity, WCB, ICBC, etc.) during the posting period will have three (3) calendar days after their return to bid the open position.

The Company agrees to create a job-posting book, which will be available to all employees upon return to work.

27.04 **Point Leaders** who, of their own choice, drop their position or remain out of the Point Leader function in excess of 6 months will not be able to apply for any **Point Leader** position for a period of a further six (6) months. However, if a **Point Leader**, applies for an open position, according to Article 27.02, this clause will not apply.

To fill the position that was vacated by the above, the position will be filled by a relief pool member until the next bid.

27.05 The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

## **ARTICLE 28 - TERM**

28.01 The Agreement shall become effective as of April 1, 2007 and shall remain in effect until March 31, 2012.

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

agreement have been violated, his recourse shall be as follows:

(a) Within ten (10) days after the alleged grievance has arisen, the employee, who may request the assistance of his Shop Steward, shall present his grievance in writing, on a form agreed upon by the Company and the Union, to the Management. A written decision shall be given, within ten (10) days from the time when such grievance was presented. If that decision is not satisfactory to the Union then:

### **STEP TWO**

6.05 Within five (5) days after the decision of Step One has been, or should have been given, an authorized member of the grievance committee shall present the written grievance to the Operations Manager, or a person or persons designated by him to handle such matters at Step Two. The Operations Manager, or his designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him, or his designate. At the Step Two meeting, the Operations Manager, or his designate, may be accompanied by the personnel manager and such other assistants, as he so desires. While the General Chairperson of the Union or his designate may be present at the meeting, the Company has the right to require his presence at the meeting. The Operations Manager, or his designate, shall give a decision in writing on behalf of the Company within ten (10) days immediately following the date of such meeting.

### **GENERAL PROVISIONS**

6.06 In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such

grievances shall constitute a group grievance and it shall be presented at Step Two.

6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his designate, shall schedule a meeting between the grievance committee plus the General Chairperson or his designate and the Company representatives designated for that purpose, to be held within twenty (20) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of such meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

6.08 The Company will notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure February 1st of each year, or more if needed.

6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.

- (a) Any and all the time limits set forth in Article 6 or Article 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

- (i) The use or operation of a machine or thing presents a danger to themselves or a co-worker; or
  - (ii) A condition exists at work that presents a danger to them.
- (b) In order for an employee to refuse dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2

## **ARTICLE 27 – JOB POSTINGS**

27.01 The Company and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees, who have not been trained, (i.e. if a job is posted, the Company will not take the position that only trained employees may qualify).

When selecting applicants the Company and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.

27.02 All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.

offender who is transferred. The complainant may choose to transfer if he or she so desires. All transfer costs will be at the employee's expense

## **ARTICLE 26 – HEALTH AND SAFETY**

26.01 The Company and the Union realize the benefits to be derived from adherence to the appropriate federal Canadian Centre for Occupational Health and Safety Regulations ("CCOHS") policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

26.02 The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

26.03 The Union will co-operate to promote the adherence to the appropriate federal Regulations, policies, practices and procedures.

26.04 A Health and Safety committee shall be established in accordance with Federal regulations including:

- (a) Not fewer than two regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- (b) Membership chosen by and representing the workers and the Employer. In no case shall the Employer's representatives outnumber those of the workers, and
- (c) A chairman and secretary elected from and by the members of the committee. Where the chairman is an Employer member the secretary shall be a worker and vice versa.

### **26.05 Reporting of Unsafe Conditions**

- (a) Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are

## **DISCIPLINE, DISMISSAL AND SUSPENSION**

6.11 If the Company determines that an employee is to be dismissed or suspended, it shall be notified in writing to both the employee concerned and a member of the appropriate grievance committee.

6.12 The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Shop Steward.

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

6.14 If an employee is suspended without pay pending termination, such suspension will take effect immediately upon the employee receiving notice thereof. Termination resulting from a second re-certification failure shall be immediate. All of the above is subject to the grievance procedure.

6.15 All letters of discipline shall be removed from the employee's file 1 year after the date of the letter. Verbal or non-disciplinary written warnings will be removed after 6 months.

## **ARTICLE 7 – ARBITRATION**

7.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to arbitration by notice in writing by one party to the other within ten (10) days from the decision of the Company under Article 6.05, or Article 6.07 or of the Union under Article 6.07. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of the Arbitrator provided below:

- Vince Ready
- Ron Keras
- Joan Gordon
- Judi Korbin

7.02 The recipient of the written notice, referred to in Article 7.01, shall notify in writing the other party, within ten (10) days after notice has been given, as to the name and address of the above named Arbitrator. Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

7.03 Subject to Article 6.06, each grievance submitted to arbitration shall be heard separately.

7.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.

## **25.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 25.01 may be reported in confidence directly to the on site Manager and the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Company and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

25.03 Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of harassment, including but not limited to filing a Human Rights Complaint.

25.04 The strict prohibitions referred to in Article 25.01 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

## **25.05 Right of Arbitrator**

- (a) An arbitrator hearing a complaint or grievance under this article shall have jurisdiction to:
  - (i) dismiss the complaint or grievance;
  - (ii) determine the appropriate redress regarding the complaint or grievance.

## **25.06 Transfer of Harasser**

Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the

insults are intended to prevent targets from being successful in their job.

Examples include:

- spreading malicious rumours, gossip, or innuendo that is not true
- excluding or isolating someone socially
- intimidating a person
- undermining or deliberately impeding a person's work
- physically abusing or threatening abuse
- removing areas of responsibilities without cause
- constantly changing work guidelines
- establishing impossible deadlines that will set up the individual to fail
- withholding necessary information or purposefully giving the wrong information
- making jokes that are 'obviously offensive' by spoken word or e-mail
- intruding on a person's privacy by pestering, spying or stalking
- assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure)
- under work - creating a feeling of uselessness
- yelling or using profanity
- criticizing a person persistently or constantly
- belittling a person's opinions
- unwarranted (or undeserved) punishment
- blocking applications for training, leave or promotion
- tampering with a person's personal belongings or work equipment.

Both the Company and the Union will not accept any form of bullying in the workplace. Garda has a Workplace Harassment Policy in place to ensure a safe, healthy and respectful workplace. This policy is available at all bases as part of the Health and Safety Manual.

7.05 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any lesser settlement agreed to by the parties or determined by the Arbitrator.

7.06 Any grievance involving the interpretation, application, administration or alleged violation of the agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.

7.07 The Company and the Union shall share equally the expenses of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

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

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

8.02 On the other hand and for the same reason the Company agrees that there shall be no lockout during the term of Agreement.

## ARTICLE 9 – SENIORITY

9.01 The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, i.e. day and time of first hour of paid work

### Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The Union will be responsible for administering the draw and providing the Company with a copy of the results. If the Union cannot be present, the Union will appoint a designate to conduct the draw. Union membership applications will be given out as part of the hiring package. Article 5.01 (d) will apply.

9.02 The seniority of an employee shall be completely lost and his employment shall automatically be terminated if he:

- (a) Quits; or
- (b) Is discharged and not reinstated in accordance with the provisions of the Agreement; or
- (c) is absent from work for three (3) or more consecutive days without notifying the SDM or Operations Manager unless he gives a reason satisfactory to management for his failure to so notify the Company; or
- (d) is laid off for a period in excess of eighteen (18) months; or
- (e) fails to notify the management of his intention to return to work within seven (7) days of being given notice of recall under Article 11.02 or

Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably to be known to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Collective Agreement and/or Company Policy.

### (a) Discrimination/Harassment Prohibited

The Employer and the Union agree that discrimination and/or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action contravening this policy may constitute grounds for discipline.

### (b) Sexual Harassment

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

### (c) Bullying

Bullying is usually seen as acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. Unlikely to involve physical violence, it usually takes the form of psychological abuse. Often, verbal and strategic

Vice President, Human Resources  
**GARDA**  
1390 rue Barre  
Montreal, Quebec H3C 1N4  
Telephone: (514) 281-2811 Facsimile: (514)  
281-2860

**To The Union:**

International Association of Machinists &  
Aerospace Workers  
Transportation District Lodge 140  
Suite 2131 – 11871 Horseshoe Way  
Richmond, B.C. V7A 5H5  
Telephone: (604) 448-0721  
Facsimile: (604) 448-0710

23.02 Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after the date of mailing. The registration receipt shall establish the date of mailing.

23.03 The Company or the Union may change its address for service of notice at any time by notice as set out in Article 23.01.

**ARTICLE 24 – INTERPRETATION**

24.01 Unless otherwise stated, the word “day” or “days” wherever used herein, shall be deemed not to include Saturdays, Sundays and paid holidays observed by the Company.

24.02 For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

**ARTICLE 25 – HUMAN RIGHTS**

25.01 The Company and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

fails to return to work on the date of recall as set out in the notice of recall; or

- (f) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to management is given.
- (g) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation,

9.03 The Company will provide the Union with the current seniority lists showing each employee’s seniority date, current address, classification and rate of pay, on June 30<sup>th</sup> of each year. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

9.04 The seniority of an employee who is transferred to a position outside the bargaining unit shall continue to accrue for a period of six (6) months. After that all seniority will be lost.

**ARTICLE 10 – PROBATIONARY EMPLOYEES**

10.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has been employed for ninety (90) consecutive calendar days after first (1st) hour worked with Transport Canada Security Clearance at which time he shall become entitled to seniority dated from his last hiring with the Company. The Company shall have the right to dismiss a probationary employee for just cause.

**ARTICLE 11 – REDUCTION IN FORCE**

11.01 Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline served by the Company, or circumstances beyond the control of the Company make it necessary to

reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

#### Lay-off and Recalls

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

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights in each classification. Recalls from such lay-offs shall be in order of classification seniority.

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

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

The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen- (14) day's notice of any lay-off, except in the case of lay-off as defined in Article 11.01.

Recall shall be by registered mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep

Effective **April 1, 2011** – March 31, 2012 sick time will increase to seven (7) days (fifty-six [56] hours).

Effective **April 1, 2012** – March 31, 2013 sick time will increase to eight (8) days (sixty-four [64] hours).

Employees may accrue to ten (10) days or eighty (80) hours in their sick bank. Hours in excess of eighty (80) will be paid out no later than the 2<sup>nd</sup> pay date of April of each year provided an employee maintains a minimum of eighty (80) hours in his Sick Bank.

#### 21.05 Benefit Plan Contribution

The Employer will contribute \$1.20 per hour worked per employee towards a health and benefit package effective November 25, 2007.

As of April 1, 2008 - \$1.25

As of April 1, 2009 - \$1.30

As of April 1, 2010 - \$1.40

The International Association of Machinists and Aerospace Workers (IAMAW) will administer and provide for the benefits to the employees.

#### ARTICLE 22 – BULLETIN BOARD

22.01 All Union notices when received at the Company office will be distributed through payroll mail-outs to individual employees. A separate lockable Bulletin Board will be provided by the Company for Union memos at each location, and one will be provided for Company memos only.

#### ARTICLE 23 – NOTICES

23.01 Any notice in writing which either party gives to the other shall be by registered mail, postage prepaid, addressed as follows:

**To The Company:**

- (d) Company will provide a fridges, tables, microwave, utensils, toaster, oven, kettle, coffeepot, for employees' lunches.
- (e) Sufficient chairs at each point for employees' lunch breaks, i.e. as well as providing a lunch room for the employees.
- (f) Company will be responsible to repair, or replace, furniture in lunchrooms in a timely fashion.
- (g) The Company will contribute up to \$15.00 annually per employee towards an annual vaccination of the employees choosing.
- (h) 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.

21.02 All uniforms will be supplied by the employer, and shall be without cost to the employee. The uniform shall be distributed and worn as prescribed in the CATSA Standard Operating Procedures, Appendix K. No deviations to the policy will be allowed without express approval of management.

21.03 Effective November 1, 2007, the Company will provide a Uniform Cleaning allowance of \$15.00 every month.

**21.04 Sick Leave**

Effective April 1, 2007 – March 31, 2010, all employees that have reached L3.1 CATSA certification level will accrue sick time on a quarterly basis of five (5) days (forty [40] hours) per year.

Effective **April 1, 2010** – March 31, 2011 sick time will increase to six (6) days (forty-eight [48] hours).

the Company informed of any change of address by registered mail.

If within seven (7) calendar days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

**ARTICLE 12 – TRANSFERS**

12.01 Employees may submit a Letter of Preference, which will be kept on file with the Company for a period of one (1) year, which states the site to which the employee would like to transfer.

Whenever a position becomes vacant at any location and it is necessary to hire new staff, the Company will first consult the file containing Letters of Preference. Employees who have submitted a Letter of Preference for the applicable site will be considered ahead of external applicants for the available position(s). If two or more employees are considered equally qualified for this position, then seniority shall prevail.

If an employee is selected by the Company to fill a position outside his home site, the Company will not be responsible for any costs associated with the relocation. The employee may transfer his Company seniority for vacation relief and placement upon the established pay grid for the site to which he is transferring, if the CBA permits at that site, however, the seniority of the employee will move to the bottom of the list for the purposes of shift preferences.

12.02 For the above articles, the Company will endeavour to notify the Shop Steward at least two (2) weeks prior to any advertisement to filling open and new positions.

## **ARTICLE 13 – LEAVE OF ABSENCE**

13.01 The Company may grant a leave of absence without pay for a period not exceeding sixty (60) days to an employee provided that:

- (a) the employee gives notice in writing to the management of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency); and
- (b) if, in the judgment of the Company, the proposed leave of absence can be arranged without undue inconvenience to normal operations.

13.02 Applicants must indicate, on forms provided by the Company, the expected dates of departure and return when giving notice of their request for a leave of absence.

13.03 The Company shall notify in writing both the applicant and the Shop Steward of its decision 30 days prior to the proposed commencement of the Leave of Absence.

13.04 The Company has agreed that leave of absence will be administered on the following basis:

- (a) If in the judgment of the Company, the proposed leave of absence can be arranged without undue inconvenience to normal operations, one (1) employee per location will be eligible to be on leave of absence at any given time. Locations with more than 50 employees will be allowed up to 2 employees on leave of absence at any given time. Local exceptions will be considered with the Operations Manager's approval.

Maternity/Parental and bereavement leaves are exclusive of this.

19.06 If any of the above holidays are observed by the Company while an employee is on a scheduled vacation or on his regular day off, the Company shall compensate the employee on the following basis:

- (a) Payment for the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of work; or
- (b) A day off with pay, in accordance with (a) above, in lieu of the holiday. Such day may be taken in conjunction with his vacation or at some other mutually agreeable time.

19.07 Where a new employee who has not attained thirty (30) days of employment with the Company is required to work on a holiday, he shall be paid according to the Canada Labour Code for the time worked by him on that day.

## **ARTICLE 20 – WAGES**

20.01 The Company and the Union agree that the wage formula, as set out in Appendix "A" attached hereto, shall be maintained during the term of the Agreement.

## **ARTICLE 21 – BENEFITS**

- 21.01 (a) Sufficient supply of search gloves will be provided at each screening point for the use of employees, on an as-needed basis, when the employee believes there is a health risk.
- (b) Parking paid 100% by the Company.
- (c) Hand sanitizer

## ARTICLE 19 – PAID HOLIDAYS

19.01 For the purposes of the Agreement, the following days are recognized as paid holidays for employees who have completed their first thirty (30) days of employment with the Company:

- New Year's Day
- B.C. Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Easter Monday (EFFECTIVE 01APRIL 2010)

19.02 The parties may agree to designate a day other than the calendar day for the observance of a paid holiday provided that when an alternative day is so designated the provisions of Article 19 shall apply to the alternative day and not the calendar day of the holiday.

19.03 No employee is entitled to be paid for a holiday on which he does not work when he was not entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.

19.04 An employee, who qualifies for holiday pay in accordance with Article 19.03 and is not required by the Company to work on any of the above holidays, shall be paid the equivalent of the wages he would have earned at this regular basic hourly rate for his normal hours of work.

19.05 An employee, who qualifies for holiday pay in accordance with Article 19.03 and is required by the Company to work on any of the above holidays, shall be paid one and one-half (1-1/2) times his regular basic hourly rate for time worked on such holiday in addition to his pay under Article 19.04.

- (b) Requests must be made in accordance with 13.01(a).
- (c) Leaves of absence shall be granted on the basis of seniority.
- (d) When returning from a leave of absence, the employee shall be placed on the same shift from which they left. In the event there has been a new shift bid in the interim, the employee shall be placed on the nearest comparable shift based on his seniority.
- (e) Any employee on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.

## ARTICLE 14 – BEREAVEMENT LEAVE

14.01 An employee who has been employed by the Company for three (3) consecutive months will be granted a leave of absence, with pay, during the four (4) days immediately following the day of death of a member of his immediate family. However, one (1) day will be reserved for the day of the funeral. If one (1) or more of leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate. The Company will, at the request of the employee, grant an additional leave of absence of seven (7) days, without pay, The Company may require proof of death or burial.

**Note: For further clarity, immediate family means, in respect of the employee:**

- The spouse or common-law partner;
- The employee and spouse's father and mother and the spouse or common law partners of the fathers or mothers;

- The employee's children, step-children of the employee, spouse or common law partner;
- The employee's brother and sister, son(s)-in-law, daughter(s)-in-law, grandchildren;
- The employee's grandfather and grandmother;
- Any relative who shares the same residence as the employee

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

15.01 The Company may grant a leave of absence, without pay, to not more than three percent (3%) employees, or two (2) employees, whichever is higher for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union and, in the judgement of the Company, such leave of absence can be arranged without undue inconvenience to normal operations.

15.02 The Company will grant a leave of absence, without pay, to not more than two (2) members of the grievance committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least five (5) days advance notice in writing by the Union.

15.03 The Company will grant a leave of absence, without pay, to members of the Union's negotiating committee for purposes set out in Article 5.01(a) provided the Company is given at least five (5) days advance notice in writing by the union.

15.04 An employee accepting full time employment within District Lodge 140 of the Union as representative of the employees covered by this Agreement shall be granted an unpaid leave of absence by the Company for the duration of their employment. An employee on a leave of absence for this purpose will continue to accrue seniority and Company service.

18.04 At a time mutually agreeable within each base, but not later than April 15 of each year, employees will bid, by seniority, their vacation selection for the current vacation year (July 1–June 30 following).

- (a) An employee may divide his vacation entitlement into minimum segments of one (1) week increments. In such cases a rotation through the seniority list will apply.

**Example:** the most senior employee will have first choice of the first 'division' of his vacation; then the next most senior will have choice of his first division and so on through the seniority list. There is no limit on the number 1 week of divisions an employee may next take up to the number of days of entitlement.

Once the first round is completed, the bids start again at the top of the seniority list.

i.e 2<sup>nd</sup> division.

The rotation will continue until each employee in turn has bid for all his vacation entitlement.

- (b) Employees who fail to bid any or all of their entitlement by the deadline will have their vacation assigned by the Company.
- (c) Once approved, vacation schedules shall not be changed except by mutual agreement between the employee and the Company.
- (d) The maximum number of employees on vacation at any given time shall be as follows:
- total weeks vacation liability divided by 52 plus a 10% variance to the next nearest whole number.
  - The additional variance weeks will be distributed on a mutually agreeable basis. No additional variance weeks will be added between Dec 15 and Jan 7 (nearest Sunday)
- (d) Failing mutual agreement, variance weeks will be added beginning April 1 (nearest Sunday)

- (a) An employee, with more than one (1) but less than five (5) (*EFFECTIVE April 1, 2010, four [4]*) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (b) An employee, upon completion of five (5) (*EFFECTIVE April 1 2010, four [4]*) years of service, shall receive a three- (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (c) An employee, upon completion of eight (8) (*EFFECTIVE April 1, 2010 seven [7]*) years of service, shall receive a six (6) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company. **The six weeks shall consist of 4 weeks paid and 2 optional unpaid weeks.**
- (d) An employee, upon completion of fifteen (15) (*EFFECTIVE April 1, 2010 fourteen [14]*) years of service, shall receive a **seven (7)** week vacation with pay equivalent to ten percent (**10%**) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company. **The seven weeks shall consist of 5 weeks paid and 2 optional unpaid weeks.**

18.02 "Vacation Year" means the twelve (12) month period between July 1 and June 30. For the purposes of vacations in a year, calculations of continuous employment with the Company and gross earnings shall be made as of June 30 of that year.

18.03 Employees will receive currently accrued vacation pay three (3) times/year: approximately March 1, July 1, November 1, and (closest to pay cycle).

## ARTICLE 16 – PARENTAL LEAVE

16.01 Parental Leave shall be as per Canada Labour Code requirements.

- (a) Adoption Leave as per the Canada Labour Code.
- (b) Child Care Leave as per Canada Labour Code.

16.02 The employee shall give the Company four (4) weeks' notice, in writing, of the day upon which she intends to commence leave and a certificate of a qualified medical practitioner stating that she is pregnant and the estimated date of her confinement.

16.03 An employee who does not apply for leave, as set forth in Article 16.02, and who is otherwise entitled to maternity leave, shall be granted a leave of absence under Article 16.01, upon providing the Company with a certificate of a qualified medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of confinement.

16.04 Where an employee intends to resume his/her employment with the Company upon the expiration of the leave granted, in accordance with the provisions of Article 16, the Company shall reinstate his/her to his/her former position and wages and benefits will remain the same.

## ARTICLE 17 – HOURS OF WORK AND OVERTIME

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

- (a) Shift preference will be bids based upon an employee's seniority in the case of posted open shift bids and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion.

- (b) The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This clause may be amended by mutual agreement.
- (c) Shift bids will be held twice a year in April and October or as mutually agreed by local management and the Shop Steward(s).
- (d) It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties. A Shift Committee consisting of at least the Base Administrator and one (1) Shop Steward will be formed at each base to propose an alternate schedule to one presented by the Company
- (e) The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules and airport and CATSA requirements. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids. The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company. The Company will post shift awards seven (7) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Company within the ten (10) calendar day time line, the Company will take over and complete the shift bid and the Union will no longer conduct shift bids.
- (f) The Company and the Union agree that a modified (compressed) work week may be implemented where it is mutually agreed between local management and the Shop Steward(s). The modified work week must be consistent with the Collective Agreement and

applicable to said employee. All witness/Juror payments received by the employee from courts or otherwise shall be reimbursed to the employer by Endorsement of witness fees to the Employer.

- (a) Time spent at Citizenship Court is limited to the day of the swearing in only, and payment shall be straight time pay for those who are normally required to work on the day of swearing in.

17.11 An employee who leaves work due to a W.C.B. related injury or illness, which requires offsite treatment and prevents a return to work, shall be paid for the balance of their regular or scheduled shift on the day of the injury or illness.

#### 17.12 Shift Trade Policy

- (a) If an employee on his/her days off agrees to work for another employee's shift, that employee shall be paid his/her normal wage for that day.
- (b) Both employees must sign a "shift change sheet" and submit to management for approval.
- (c) The employee signing to work that shift is responsible for that shift.
- (d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the trade shift, or after the trade shift.

### ARTICLE 18 – VACATION WITH PAY

18.01 All employees shall be entitled to an annual vacation with pay based on continuous employment with the Company as of June 30<sup>th</sup> of every year, in accordance with the following:

- h) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

17.06 All hours worked in excess of **40** hours of work referred to in Article 17.01 shall be paid at the rate of one and one-half (1 ½) times the employee's regular basic hourly rate. Any hours worked by an employee on a paid holiday before or after his/her regular shift or in excess of the regular weekly hours will be paid at the rate of double (2) time.

- (a) Where operational requirements preclude the ability to schedule to the maximum of 40 hrs, overtime will be paid to full-time employees after the completion of **more than 32** scheduled hours. Part-time employees must complete 40 hrs prior to overtime (non-operational) being paid.

17.07 For full-time employees, all time on the 1<sup>st</sup> day worked during days off shall be paid time and one half (1.5) and all time on subsequent days shall be at double time (2.0) time rates of pay. This is based on completing a regular workweek.

17.08 If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond three (3) hours overtime, the employee shall receive a food voucher with a value of ten dollars (\$10.00) provided by the Employer.

17.09 An employee who reports for work as scheduled is entitled to four- (4) hours' pay if no work is available and he has not been advised in advance except in cases beyond the Company's control. This article may be amended by mutual agreement.

17.10 Jury Duty/Court Appearance – all time lost by an employee on his regular work day due to necessary attendance on any court proceedings where subpoenaed as a witness or juror, shall be paid for at the rate of pay

must not result in increased costs to the Company.

- (g) Modified work weeks must average not more than 40 hrs per week over the number of weeks required to complete the shift cycle. Statutory Holiday Pay will be based on a Standard Work Week.

- (h) The Company may alter the shift schedules with twenty-four (24) hour's notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hour's notice is not given by the Company, then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

- (i) Employees will be paid at their straight time rate of pay for any time spent in re-testing and re-certification, unless the employee is over forty (40) hours in the workweek.

- (j) If an Agent is required to work as an Acting Supervisor at the request of management, they must receive a premium pay. The Acting Supervisor must be a scheduled worker from the same point as the vacant Supervisor. Seniority must be taken into account. An Acting Supervisor will be paid a premium in accordance with Company policy.

17.02 For the purpose of Article 17.01, a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12 midnight on Saturday.

17.03 An employee who works six (6) hours or more in a day shall be entitled to two (2) fifteen (15) minutes paid breaks and one unpaid lunch break of one-half (1/2) or one (1) hour subject to mutual agreement at mutually agreeable

times during the day. An employee who works less than six (6) hours in a day shall be entitled to one (1) fifteen-(15) minute paid break during such day at a mutually agreeable time.

Employees who work ten (10) consecutive hours or more shall be entitled to three (3) fifteen (15) minute paid breaks and one unpaid lunch break of one-half (1/2) or one (1) hour subject to mutual agreement at mutually agreeable times.

17.04 The Company shall endeavour to post work schedules at least seven (7) calendar days in advance of the implementation of the work schedule. The Company, however, may change posted work schedules due to airline, airport or CATSA requirements, in which case the Company shall endeavour to contact the employee(s) concerned at least twenty-four (24) hours before such change.

17.05 When employees are requested to work overtime beyond their normal shift, subject to qualifications, the following conditions will prevail.

- (a) All employees shall be compensated for all authorized overtime hours worked at one and one-half (1 ½) times their regular rate for hours worked in excess of their regular scheduled hours per day. In addition, any time an employee is called in for overtime, they shall receive one and one-half times (1 ½) their rate of pay for their entire shift.
- (b) The overtime required shall be offered on a rotational basis: the employee with the least amount of overtime hours is offered first. Should all eligible employees refuse the overtime, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of three (3) hours. Should no replacements be found and the employee is required to work in excess of the three (3) hours, then he will be paid not

less than four (4) hours overtime regardless of the actual additional hours worked.

- (c) Employees who have entered their name in the overtime/extra hours book as available for overtime shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and Management.
  - (d) Overtime/extra hours will be set back to zero (0) hours on April 1 and October 1 of each year.
  - (e) Should an employee be by-passed in error for overtime, the onus of proof is to be provided by said employee. If the employee was by-passed in error the Company is required to pay the overtime hours missed.
  - (f) In order to accelerate the selection for voluntary overtime/extra hours, employees will indicate their availability for overtime/extra hours by signing, as appropriate, in the daily overtime/extra hours book in the Manager's office.
  - (g) Day of Overtime: This is the order to be called in for **day of** overtime/extra hours:
    - Employees on shift in sign-up book
    - Employees on Regular Day off or prior to a same day shift in sign- up book
    - On-shift employees not in sign-up book
    - Seniority List
- This is the order to be called in for **next-day (within 24 hrs)** overtime/extra hours:
- Sign-up book in order of least accrued overtime
  - Seniority List