COLLECTIVE AGREEMENT

BETWEEN

BOUYGUES ENERGIES AND SERVICES CANADA LIMITED (KELOWNA AIRPORT)

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)

ON BEHALF OF LOCAL NO. 1- 423

February 1, 2016 - April 30, 2017

Errors and Omissions Excepted Cope-343

INDEX

<u>ARTICLE</u> PAGE	<u>NO.</u>
Preamble	3
Article 1 – Bargaining Agency	4
Article 2 – Employer's Rights	5
Article 3 – Union Security.	5
Article 4 – Union Committee	7
Article 5 – Hours of Work	ģ
Article 6 – Statutory Holidays and Floating Holiday	11
Article 7 – Vacations with Pay	
Article 8 – Seniority	14
Article 9 – Assignments and Job Postings	19
Article 10 –Joint Union/Management Consultation	21
Article 11-Discipline, Discharge, Suspension, and Warning	
Article 12-Adjustments of Grievances	23
Article 13-Health & Safety (H&S) Committee	24
Article 14-Technological Change	
Article 15-Severance Pay	28
Article 16 – Contractors and Sub-Contractors	28
Article 17-Wages	
Article 18-Pay Days	30
Article 19-Health & Welfare	30
Article 20-Sick Leave	31
Article 21-Leave of Absence	33
Article 22-Registered Retirement Savings Plan	35
Article 23 – Education Fund	35
Article 24-General Provisions	36
Article 25-Miscellaneous	
Article 26-Strikes and Lockouts	40
Article 27-Duration of Agreement	41
Letter of Understanding #1	
Letter of Understanding #2	44
Schedule "A" Wage Rates	46
Plant Services Shift Schedule	47
Housekeeping Schedule	48
Job Descriptions	49-64
Schedule "D" Benefit	

COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 1st day of February 2016.

BETWEEN:

BOUYGUES ENERGIES AND SERVICES CANADA LIMITED (KELOWNA AIRPORT)

(Hereinafter known as the "COMPANY")

OF THE FIRST PART.

AND:

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION (UNITED STEELWORKERS)

(ON BEHALF OF LOCAL UNION 1- 423)

(Hereinafter known as the "UNION")

OF THE SECOND PART.

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE 1 - BARGAINING AGENCY

1.01 Recognition For Discussion

- a) The Company recognizes the Union as the sole and exclusive bargaining agency for all of its hourly paid employees, employed in the performance of facility management services at the <u>Kelowna Airport</u>, and any other satellite <u>location</u> (known as the Facility), for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, except where employees are expressly agreed in writing as being excluded. For the purposes of this agreement, the parties confirm that supervisors are expressly excluded from its scope.
- b) Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction, audit, quality control, on the job training and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

1.02 Bargaining Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee. The Company and the Union will share the employees' regular wages and benefits while attending any such meetings. The Employer's share shall not exceed an aggregate total of forty (40) hours per agreement term. Bargaining time shall be considered time worked for purposes of the Collective Agreement.

1.03 Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

1.04 Access to Operation / Bulletin Boards

Official Union representatives shall obtain reasonable access to the Company's operations for the purpose of this Agreement by permission which will be granted by the Company. Reasonable notice, including the purpose and duration of the access shall be provided to the Company. Such visits shall not interfere with the Company's operation. The Company will furnish the Union with one (1) bulletin board for union postings and information.

1.05 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement. This Article does not apply where the Employer invites an employee to accept an excluded position.

ARTICLE 2 - EMPLOYER'S RIGHTS

2.01 Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management of the Employer provided, however, that this will not be used for purposes of discrimination against employees. The Union recognizes that, subject to the limitations set out in this Agreement, the functions of the Employer include the following:

- a) maintain order, discipline, and efficiency;
- b) select, hire, assign, direct, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline or discharge employees (for proper cause);
- c) determine the work to be done, including the location, methods, work assignments, and the schedule for the performance of such work;
- d) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees.
- 2.02 The hiring decision shall be at the sole discretion of the Employer.

ARTICLE 3 - UNION SECURITY

3.01 Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

3.02 Union Shop

All employees who entered the employment of the Company within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

3.03 Union Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local Union 423.

3.04 Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

The Employer and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

3.05 Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

COMPANY	
Address	Date
I hereby authorize the company to deduct from and (if owing by me) an initiation fee, as provid	my pay each month the amount of union dues led in the Constitution of the United Steelworks.
Such deductions shall be transmitted to the Inte directly or through the local union financial sect	ernational Treasurer of the United Steelworkers, retary on or before the 15 th of each month.
Name	Signature
Name(please print) Address	Postal Code
	Department
Witness	

(ORIGINAL)

PLEASE USE TYPWRITER OR PRINT PLAINLY

Name		
Address		
UNITED	STEELWORKERS L – CIO – CLC	
Local Un	ion No	
I hereby request and accept membership in hereby authorize the United Steelworkers, collective bargaining agency in all matters employment, or other conditions of employ covering all such matters, including contract membership in the United Steelworkers as	its agents or representatives, to act for me pertaining to rates of pay, wages, hours of ment, and to enter into contracts with my e cts which may require the continuance of r	e as a f employer
Date	Signature	
Employed by:	Department:	
Address	Postal Code _	
Social Insurance No	Initiation Fee \$	Paid
effective immediately, and for those shall become effective thirty (30) can be company shall remit the duassignment (until and unless said a Union named therein not less offer.	employees already members of the Unice employees not previously members of the employees not previously members of the employees and initiation fees deducted pursual assignment is revoked by the employee) then than once each month, with a writter for whom the deductions were made and	he Union, it ant to such to the Local a statement
ARTICLE 4 - UNION COMMITTEE		
4.01 Definition		
For the purpose of this Agreement	t when the term "Union Committee" is us	sed. it shall

mean members of which are elected by the employees, or between elections are appointed by the Union.

4.02 Composition

The Union Committee shall consist of no more than three (3) employees who are members of the Union.

4.03 Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Union Committee. The Union Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Union Committee will be recognized by the Company unless the above procedure is carried out.

4.04 Recognition and Rights of Stewards

The Company recognizes the Union's right to elect one Steward and one alternate Steward per fifteen (15) full-time employees or greater portion of for the Facility elected by the employees to represent the employees. The Union agrees to provide the Company with the names of the employees appointed as the Steward and an alternate Steward who will serve in the Steward's absence, one of which will also be deemed the Unit President within the terms of the union constitution.

The Steward shall obtain the permission of his/her manager before leaving his/her work to perform his/her duties as a Steward. The Steward shall be granted reasonable time off. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. It is recognized by the parties that the regular wages and benefits during times when activities are undertaken by the Unit President on behalf of the union outside of activities directly related to the Company will be paid for by the Union. The Steward shall execute his/her duties as steward as expeditiously as possible and return directly to his/her position once these duties are completed. On resuming his/her normal duties, Stewards shall notify his/her Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- (ii) supervisor of ballot boxes and other related functions during votes; and
- (iii) Attend meetings at the request of the Company or Joint Consultation Committee.
- (iv) The Company will provide fifteen (15) minutes paid time in a standard work week for the Unit President Steward to orientate any new employees in that week and provide them with a copy of their collective agreement. Every effort will be made to ensure that such meetings are kept to a reasonable minimum and that new employees are aggregated as far as practicable into a single meeting.

4.05 Exceptions

The provisions of Article 4 Sections 01, 02 and 03 will not apply in reference to:

a) Article XVII - Joint Health & Safety Committee, where the members are designated

ARTICLE 5 – HOURS OF WORK

5.01 Hours and Overtime

- a) The standard work week for a full-time employee covered by this Agreement is, forty (40) hours per week divided into five (5) consecutive days. The Company shall offer forty (40) hours per week to senior employees on a regular basis. For the purposes of calculating overtime an individual work week will commence on the first day they are regularly scheduled to work in the calendar week, such that weekly overtime starts on the sixth and seventh day of their work week.
- b) The standard shift of an employee not on a flexible work schedule/averaging agreement shall be eight (8) hours work including rest breaks plus one unpaid half hour lunch break. If the Employer requires an employee to stay on site during his/her meal period and to be available for work during that period, the employee shall be paid for that meal period at their regular rate of pay and the meal period will be considered part of their standard shift.
- 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 agreed with the Union prior to any implementation 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) In the event that the Employer intends to make changes in any hours of work or work days, it shall provide the Union and the individuals affected by the changes, a minimum of thirty (30) calendar days' notice. The notice requirement may be reduced by mutual agreement of the parties, and the Union shall not unreasonably withhold its agreement. The agreed upon schedule of work is detailed out in Schedule "B", which is attached to this agreement.
- e) Each employee shall be entitled to a minimum of eight (8) hours between shifts. All hours worked until the eight (8) hours between shifts has been achieved will be paid at a rate of time and one-half of the person's regular rate of pay.
- 5.02 a) Hours worked by employee(s) that are required to work past eight hours in a day or forty (40) hours per week shall be paid at the rate of 1.5 times their regular rate of pay.
 - Hours worked in excess of (12) twelve hours per day or forty eight (48) hours per week shall be paid at the rate of two (2) times the standard hourly wage.
 - b) An employee will not work more than six (6) consecutive days, whether included in the same week or not, failing which, as of the seventh (7th) day regardless of the amount of hours work in the previous six (6) day period she/he will be paid at the rate two (2) times her/his hourly rate for all hours worked on the seventh (7th) day.

c) Authorization of Overtime

An employee who voluntarily works overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that in emergency situations or unforeseen circumstances prior authorization may not be possible.

d) Excluded Personnel

In the event that there are no qualified bargaining unit members available to work necessary overtime hours, the Employer has the right to assign the hours to qualified excluded personnel.

- e) There shall be no pyramiding of overtime pay, sick leave pay and paid holiday pay.
- f) All employees working shifts of five or more hours are entitled to an unpaid meal break of (30) minutes between the (3rd) and fifth (5th) hour of work.

All employees are entitled to paid rest periods in accordance to the following schedule in addition to their meal break:

(a) four (4) hours one (1) fifteen (15) minute rest period (b) seven (7) hours two(2) fifteen (15) minute rest periods; (c) ten (10) hours three(3) fifteen (15) minute rest periods

Employees are required to remain in the Facility during paid breaks. The Employer will make every effort to ensure that paid breaks will be uninterrupted.

The weekly shift schedule will include the designated times when the paid rest breaks will be scheduled subject to operational requirements.

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

5.04 Staff Meetings

Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked. The employee shall be paid a minimum of four (4) hours where the employee is required to come in after his/her regular work day or on a day off.

- **5.05** Overtime shall be offered equally within the classification, 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.
- 5.06 An employee who has already left the work site after the end of his/her regular scheduled shift and is called back to work, shall be paid the applicable overtime rate for each hour worked but in any event, he/she shall not be paid less than four-(4) hours at his/her hourly rate.
- 5.07 In the event an employee is 'called in' to work on a regularly scheduled day off, he/she shall be entitled to a minimum of Four (4) hours pay at the applicable rate.

5.08 Call-Out – employees required to be available on standby during off duty hours shall be entitled to a standby payment of two dollars (\$2.00) per hour in addition to clause 5.07 of the Collective Agreement.

An employee who reports to work on a call-out shall receive mileage compensation of CRA prescribed rates per kilometer for the distance traveled directly from the employee's residence to the worksite and return. An employee on standby is required to be within one hour of the site to be eligible for the premium.

ARTICLE 6 - STATUTORY HOLIDAYS AND FLOATING HOLIDAY

6.01 The Employer recognizes the following as holidays:

New Year's Day Good Friday
Family Day Victoria Day
Canada Day B.C. Day

Labour Day Thanksgiving Day Remembrance Day Christmas Day

One (1) unpaid personal floater day per calendar year.

and any other day which may be proclaimed in British Columbia or by Federal statute.

- 6.02 a) If a holiday occurs on a non-working day, a regular full- time employee shall be entitled to a paid day off (Lieu Day) on a regular day of work scheduled within the master rotation. Lieu Days shall be taken within <u>Sixty (60)</u> calendar days of being accrued.
 - b) Regular part-time employees shall be paid four (4) percent of their bi-weekly earnings on each pay period. Earnings shall mean time worked at straight time and hours worked at overtime rates of pay within the two week pay period.
 - c) Holiday entitlement for casual employees shall be in accordance with the provisions of the Employment Standards Act.

6.03 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a holiday must be paid for that day:

- a) at the rate of one and one half (1.5x) times the employee's regular wage for the time worked up to twelve (12) hours; and,
- b) double the employee's regular wage for any time worked over twelve (12) hours;
- c) in addition, the Employer must give the employee a working day off with pay in lieu of the holiday.

6.04 Lieu Days

- a) For the purposes of scheduling, lieu days are considered additional vacation time and are subject to the provisions of Article 7.06, or, at the employee's option, the lieu day may be scheduled at any time by mutual agreement of the employee and the Manager;
- b) Previously approved vacation of other employees shall take precedence over an employee's request to use lieu days.

6.05 Holidays Coinciding with a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

6.06 Qualifying Conditions

- a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday. (Only once through their employ with the company)
 - (ii) Have worked their last scheduled work day before, and their first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

6.07 When holidays fall on a rest day

In the event that one of the within-named Statutory Holidays falls on an Employee's rest day, the employee shall be entitled to another work day off in lieu with in <u>Sixty (60)</u> days of the original holiday. Such day shall be mutually agreed to by the employee and management.

6.08 Weekly Work Schedule

Hours paid as Statutory Holiday pay shall be included in the weekly work schedule and will be applied in a calculation for overtime purposes.

6.09 Casual Employees

It is agreed that casual and probationary employees shall qualify for Statutory Holiday pay as per the Employment Standards Act.

ARTICLE 7 - VACATIONS WITH PAY

7.01 Vacation Entitlement for full-time Employees

- a) During each year of continuous service in the employ of the Employer, a regular full-time Employee shall earn entitlement to a vacation with pay.
- b) Such earned vacation entitlement can be taken on a "use as accrued" basis.
- c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

Years of Service	Vacation Period	Vacation Pay
0-1 year	*See Below	4% of earnings
1-7 years	Fifteen (15) Days	6% of previous year's earnings
8-14 years	Twenty (20) Days	8% of previous year's earnings
Over 15 years	Twenty-five (25) Days	10% of previous year's earnings

On the sixth (6th) calendar day of employment, employees will begin to accrue vacation entitlement retroactive to their first day of employment. The amount of leave, which may be taken, builds up monthly in advance at the rate of one-twelfth (1/12) of the annual entitlement each month. During the first and last year with the Company, the vacation entitlement will be pro-rated accordingly. Where this calculation does not result in an exact number of days, the amount of leave, which may be taken, is rounded up to the next half-day.

d) Determining Vacation Pay

Vacation pay shall be paid as a percentage of an employee's gross earnings.

7.02 Vacation Entitlement for Part-Time Employees

When taking Vacation Leave, Part-Time Employees will be entitled to the same continuous time away from work as if they were Full-Time Employees. For example a Part-Time Employee consistently working 3 days a week and having accrued enough vacation to take one week off would have 3 paid vacation days and two unpaid days, the same as if the employee had worked that week.

7.03 Casual Employees' Vacation

Casual Employees shall be paid vacation pay, as a percentage of their gross earnings, bi-weekly, in addition to their earnings and in accordance with the provisions of the Employment Standards Act.

7.04 The purpose of vacation is to allow employees an opportunity to rest and revitalize themselves. Therefore, there shall be no payments made in lieu of vacation, except when an employee ceases employment, or an employee is on an extended unpaid leave of absence and is unable to take earned vacation time within the vacation year.

7.05 Vacation Requests

The deadline for submission of vacation requests for the current calendar year will be submitted in two time periods.

Submission of vacation requests for the January to June of the upcoming calendar year is November 30th of the previous year.

Submission of vacation requests for the July to December of the current calendar year is May $15^{\rm th}$ of each year.

- 7.06 Every reasonable attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where choices conflict and a compromise cannot be reached, seniority shall be the deciding factor for all vacation requests submitted before the November 30th and May 15th dates referenced in Article 7:05 above. The Employer shall post the vacation schedule by December 15th and June 15th of each year. Employees may submit vacation requests after the vacation schedule has been posted and such requests will be considered as follows:
 - on a first come first served basis; seniority does not apply;
 - does not conflict with the posted vacation schedule;
 - subject to operational requirements.

7.07 Vacation Pay

Vacation pay shall be paid to all regular full time and regular part time employees in accordance with the regular payroll schedule. All normal deductions made from an employee's pay shall be made from the vacation pay.

Vacation accrued on hours worked outside of normal working hours in a calendar year will be paid out annually by January 31st of the following year. No other vacation time shall be paid out.

ARTICLE 8 - SENIORITY

8.01 Principle

<u>Operational</u> Seniority is the ranking of regular employees in accordance with their length of continuous employment from the most recent date of hire with the <u>Employer at this Bargaining Unit</u> and shall be applied for the purpose of:

- a) Vacation scheduling per work site;
- b) Layoff (see also Article 8.03), and recall as per Article 8.04 and 8.05.
- c) Determining appointment and promotions, and transfers in the event that more than one person meets the agreed upon job qualifications and all other specified selection criteria are equal.
- d) Where the date of hire for two (2) employees is identical, then the earlier employee number assigned to the two employees shall determine priority where seniority is held to apply.

8.02 Seniority List

- a) It is agreed that upon request of the Union, the Service Seniority and Operational Seniority list will be supplied by the Company setting out the names of the employees who have completed their probationary period for the purposes of Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.
- b) The seniority list shall be posted at each worksite in January and July of each year. This listing shall include employees' names, date of hire and position/classification. The seniority list shall be open for correction for a period of thirty (30) calendar days following the postings, after which the seniority list shall be considered accurate. New employees shall be placed on the seniority list at the end of the probationary period and their respective seniority shall begin from the date of hire.
- c) An employee's Hire Date and Seniority Date may be different where the employee has taken an Employer approved General Leave.

8.03 Reduction & Recall of Forces

Layoff

Where a shortage of work necessitates a reduction of the work force, the Employer shall notify the Union of the need for layoffs and agrees to consult the Union with respect to the proposed layoff where so requested by the Union. Where a reduction of the workforce occurs, probationary employees shall be laid off first.

In the event it becomes necessary to lay-off employees, the Company will lay-off in reverse order of <u>Operational</u> Seniority within the bargaining unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either: exercise his/her Operational Seniority rights to displace the junior employee on the shift where the reductions in the workforce are required or accept a layoff until their regular job becomes available. The individual who is laid off will have the right to exercise their Operational seniority to any shift where their Operational seniority will allow them to bump. This process will continue until all the necessary reductions have been completed. The employee must have the required qualifications to enable them to exercise their bumping rights or accept a lay-off until his/her regular job becomes available.

Bumping

In order to avoid a layoff, a senior employee at this site may bump a junior employee at this site with the same or lower job classification, provided that the senior employee meets the criteria contained in this Article with a maximum of one (1) week's paid training or familiarization with the job.

Bumping rights can be exercised into higher job classifications provided the employee holds the required qualifications and previous site experience. The employee exercising

the bumping right shall be paid the wage rate applicable to the new classification. An employee exercising a bumping right into a higher job classification shall be subject to a three month trial period.

Bumping rights must be exercised within seven (7) days of notification of changes or layoffs being made.

8.04 Recall procedure

Employees will be recalled in order of Service Operational Seniority provided that the employee has the qualifications to perform the required job functions. The Company will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone then the Company will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day.

It is the employee's responsibility to keep the Company informed of his/her current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.

8.05 Retention during Lay-Off (The Recall Period)

- a) Service <u>and Operational</u> Seniority during lay-offs shall be retained for eighteen (18) calendar months.
- b) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

8.06 Loss of Seniority

An employee shall lose his/her seniority as of the end of the shift on the last day worked, and his/her employment shall be deemed terminated in the event that:

- a) the employee is discharged for just cause and the discharge is not reversed through the grievance procedure;
- b) the employee voluntarily resigns his/her employment or abandons his/her position;
- c) the employee has been laid off for more than eighteen (18) consecutive months (as per 8.05);
- d) the employee, upon recall from layoff, fails to return to work within seven (7) days of recall if unemployed;
- e) the employee, upon recall from layoff, fails to return to work within fourteen (14) days of recall if employed.

f) The employee has accepted a severance package.

8.07 Rehiring

An employee, who terminates his/her employment with the Employer after satisfactorily completing his/her probation period and is rehired within one (1) year into the same job classification, shall not be required to re-serve a probation period.

8.08 Transfers

- Employees shall not be required to accept a transfer outside the Bargaining Unit.
- b) When an Employer initiates a transfer within the Bargaining Unit, the employee shall not suffer a reduction in pay nor shall he/she re-serve a probationary period. Where a person does not meet the conditions of a trial period (as per Article 9.03), the employee shall return to his/her former position or an equivalent position, without loss of pay or seniority.
- c) Employees may post (transfer) to a vacant position at another Operational Unit of the Company.

Employees who transfer between Operational Units pursuant to the above paragraph shall maintain their Company's Service Seniority for the purposes, benefits and vacation entitlements.

8.09 Probationary Period

- All employees shall be subject to a probationary period and must satisfy one of the following:
 - i) 520 hours worked
 - ii) six (6) months employment and a minimum of 200 hours worked
- b) The Employer may, at its sole discretion, dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment.
- c) Entitlement to Health and Welfare Benefits will commence after the successful completion of the probationary period or three months employment whichever occurs first.
- d) A probationary employee shall be interviewed by his/her Manager at or near the middle of the probationary period to discuss the employee's progress to date and to identify any areas in which improvement is needed. The Employer shall document the discussion with the employee and that documentation shall be available to the Union upon request.

- e) On or before the end of an employee's probationary period, the Employer shall:
 - i) confirm in writing that the employee has successfully completed the probationary period; or
 - ii) dismiss the employee. A copy of the dismissal letter shall be forwarded immediately to the Union and to the Steward.
- f) The Employer may, with the prior agreement of the Union, choose to extend the probationary period for up to a further three months; in that event the Employer shall advise the employee in writing with a copy to the Union.
- g) Upon completion of the probationary period, the employees' seniority shall be back-dated to his/her date of hire.

8.10 Reinstatement

- a) In any case where an employee has been transferred by the Company to an excluded position and at a later date ceases to be an excluded worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:
 - (i) If the excluded worker has the bargaining unit seniority and has not been out of the Union more than twelve (12) months, he shall revert back to his previously held job, or,
 - (ii) If the excluded worker does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
 - (iii) If the excluded worker does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of the Agreement.
- b) Employees who are required for temporary duty in an excluded position for a period of not more (90) ninety work days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary assignment.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

ARTICLE 9 - ASSIGNMENTS AND JOB POSTINGS

9.01 The shifts and hours of work shall be offered in order of seniority, within the classification where the work is required to be done.

All job postings will include the following; date of posting, hours of work, a days of the week, start and stop time of shifts and job duties.

Definition of shift(s) is all work performed by an employee on behalf of the Company.

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the Company shall keep said schedule up to date.

When a position becomes available at a site, the position must be posted within the Unit for a minimum seven (7) days. If a position is required to be filled on a temporary basis and it is known that the position will be vacant of a minimum of 30 days, the temporary position will be posted and awarded based on Seniority within the classification where the work is required to be done.

<u>Internal Postings</u> The Employer will post at other Company sites any vacancies to enable employees who wish to transfer to the new site to do so.

The Employer shall provide reasons to applicants who are unsuccessful in being awarded job postings.

9.02 Delayed Awards

The Employer may delay the implementation of an awarded posting if the successful applicant cannot leave his/her current position without adversely affecting the operations of the Company. In all cases the delay shall be no longer than twenty-three (23) working days. In such case the Employer may temporarily fill the vacancy until such time as another employee has been trained to replace the applicant in his/her current position.

9.03 Trial Period

The successful internal applicant to a regular job vacancy shall be placed on a trial period of up to three (3) months during which the employee's performance shall be reviewed regularly and the findings of the reviews shall be shared with the employee without undue delay. In the event that the employee proves unsatisfactory (at the sole discretion of the Employer) during the trial period, the employee shall be returned to his/her previous position or an equivalent position. The employee will also have the right to declare their new role as unsuitable during the trial period and be returned to his/her previous position or an equivalent position.

In the event the Employee returns to their previous position any employee displaced by this requirement shall return to their previous position in turn. In the event the displaced employee is a new hire it is expressly understood that the Company shall have the right to terminate that employment in accordance with Article 8.10.

- 9.04 Work schedules covering a two (2) week period shall be posted seven (7) calendar days in advance. Changes to the posted work schedule may only be made for bona fide emergent and/or urgent operational requirements.
- 9.05 Any requests made for days off or change in shifts, after the schedule is posted may be done by mutual shift exchange, in accordance with Article 9.06). Such requests may only be made for bona fide emergent and/or urgent personal circumstances.

An employee may request an unpaid leave of absence of a day, subject to approval by the Manager or designate.

9.06 Work Scheduling

a) Changes to the Master Roster may take place with reasonable notice, which will usually mean no less than one (1) month, or unless otherwise agreed upon.

b) Mutual Shift Exchange

With the prior written approval of the Employer, employees may exchange shifts provided that the employee gives the Manager forty-eight (48) hours advance written notice. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.

a) The Master Roster shall be available to the employees upon request. It is understood that the actual schedule may vary from the Master Roster as scheduling requirements necessitate.

9.07 Call-in List

The Employer shall maintain a Call-in List listing Casual employees, and Regular Part Time employees who have added their names to the Call-in list by providing and maintaining a current schedule of availability in accordance with Articles 9.08 <u>and 9.09</u>.

9.08 Additional Hours

Regular part-time employees may make themselves available to work additional hours, provided that such hours do not create an overtime entitlement and provided that the employee submits, as per Article 9.09, a schedule of availability for the forthcoming month. The Employer shall award additional hours in the required job classification to available part-time employees in order of seniority. The balance of additional hours shall be offered to qualified casual employees.

Additional hours shall be remunerated in accordance with the rates of pay contained in Schedule 'A' for the classification in which the hours are to be worked, without regard to the posting held by the Employee who is awarded the hours.

Regular part-time employees, who have not submitted a schedule of availability as per Article 9.09, are not eligible for additional hours.

9.09 Availability

All Casual employees and Regular Part-Time employees, who desire to work additional hours, shall be required to submit, in the form prescribed by the Employer, a schedule of availability for the forthcoming month. This form is to be submitted no later than fifteen (15) days prior to the commencement of the month. Casual employees must be available ten (10) days per month. Any employee on the Call-in List, who turns down five (5) calls, on days that they have indicated availability on, during a three (3) month period, may at the discretion of the Employer be removed from the list. Additional Hours shall be governed by this availability schedule. Any person who is removed from the list by the employer has the right to grieve the removal.

ARTICLE 10- JOINT UNION/MANAGEMENT CONSULTATION

10.01 The Joint Consultation Committee will meet on a regular basis to promote the cooperative resolution of workplace issues, including work load, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

10.02 Joint Consultation Committee problem solving

Should either party have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that party shall notify the other in writing of the concern and both parties shall meet to discuss and mutually resolve the concern(s). It is agreed that if the parties are unable to come to a mutual agreement to resolve the concern or issue, then either party have the right to refer the concern or issue to a mutually agreed third party to assist in resolving the concern or issue. Both parties agree that the third party will have the full authority to provide a binding resolution. The Company will pay committee members for the actual time spent in attending meetings.

The Union, may, subsequent to the ratification of this Agreement by the bargaining unit, and on behalf of the bargaining unit, agree to amendments to this Agreement as may be mutually agreed as between the Union and the Company.

<u>ARTICLE 11 – DISCIPLINE, DISCHARGE, SUSPENSION, AND WARNING</u>

- 11.01 Just Cause for Discipline and Burden of Proof
 In all cases of discipline and dismissal, except in the case of probationary and casual
 employees, the burden of proof of just cause shall rest with the Employer.
- 11.02 Employees who are called into a closed door meeting have the right to have in attendance a Union Steward or Representative. Employees shall be informed of the nature of the meeting prior to the meeting taking place. Where the Employer investigates employee conduct and schedules a meeting to interview the employee, and where the employee conduct could give rise to a suspension or termination of employment, the employee may have in attendance a Union Steward or Representative.
- **11.03** In the event a Union Steward is the subject of discipline, a Union Representative will be in attendance.

- 11.04 When the conduct or performance of an employee calls for a written warning to the employee by the Employer, a copy of the warning shall be forwarded without delay to a Steward and to the Union office. Such warnings shall become a matter of the employee's record. The Employer agrees to adhere to, and the Union accepts, the principles of Progressive Discipline.
- 11.05 Written warnings, letters of reprimand, and other notices of discipline, shall remain live on an employee's record for a period of eighteen (18) months from the date the warning was issued. Provided there have been no further infractions during that period, such warning shall be considered expired thereafter.

11.06 Evaluation Reports

- a) Where a formal appraisal of any employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. The employee shall sign the appraisal and receive a copy at the time of signing. All final employee appraisals shall form part of the employee's permanent record.
- b) If the employee disagrees with his Manager's evaluation of his/her performance, he may request to have his appraisal reviewed by his/her Manager's immediate supervisor (the Line Manager) and state his/her objections. The Line Manager will review the appraisal with the input of the employee and the Manager who conducted the evaluation and make a determination as to whether the appraisal is a fair and accurate evaluation of the employee's performance. The Line Manager will approve any changes to the evaluation, as appropriate. It is understood the Line Manager's decision will be final. The employee's comments, including his/her agreement or objection(s) will form part of the final document.

11.07 Personnel File

An employee, or the Union with the written authority of the employee, shall be entitled to review the employee's personnel file at a time which does not conflict with operational duties, in the office in which the file is normally kept. The employee shall give the Employer a minimum of two (2) days' notice, prior to having access to such file.

11.08 Investigation of Allegations

In the event that an employee is suspended for discovery purposes pending the outcome of an investigation, that employee shall be on a paid leave of absence. It is understood by all parties that such suspension is precautionary and is not regarded as pre-judging the investigation. In all cases the Union Steward shall be advised.

11.09 Disciplinary Suspension

If an employee is suspended temporarily as a sanction under the Disciplinary Procedure then such suspension shall be unpaid.

ARTICLE 12 - ADJUSTMENT OF GRIEVANCES

- 12.01 The Employer and the Union recognize that grievances may arise concerning:
 - a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, but excluding the re-negotiation of this Agreement or parts thereof, or
 - b) the discipline, suspension, or dismissal of an employee bound by this Agreement.

12.02 Procedure

- The employee shall take the difference to the Company manager with or without his/her Steward within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. Every effort will be made to resolve the difference informally and the Employer and the Union shall actively encourage all employees to pursue this course before initiating formal procedures.
- Failing settlement at Step 1, the employee and his Representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavor to settle the matter with the applicable Company manager or designate. The Company manager shall render a decision by no later than seven (7) days from the date of the meeting unless an alternative timescale is agreed between the Manager and the Union.
- Failing settlement at Step 2, the Union Business agent shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the grievance with the Company applicable Regional Manager/Director or the Company designate. The Regional Manager/Director shall render a decision by no later than seven (7) days from the date of the meeting, unless an alternative timescale is agreed between the Director and the Union.
- **Step 4** Failing settlement at Step 3, the grievance shall be referred to an Arbitrator as set out in Section 12.03 below

In the event of a Company grievance, it shall proceed directly to Step 3.

Section 12.03: Arbitration

If a satisfactory interpretation of the point in question is not reached either Party may refer to arbitration as hereinafter provided.

Section 1: Grievances

(a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 12.02, the matter shall be determined by arbitration in the following manner:

- <u>Either Party may notify the other Party and the arbitrator in writing of the question or questions to be arbitrated.</u>
- After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.
- (b) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (c) The arbitrator shall be required to hand down his decision following completion of the hearing.
- (d) The Arbitrator will be selected from one of the following mutually agreeable arbitrators (or any other Arbitrator that the parties may agree on):
 - (i) Gordon, J.
 - (ii) Hall, J.
 - (iii) Johnston, D.
 - (iv) Foley, B.
 - (v) Korbin, J.
 - (vi) Sullivan C.
 - (vii) Taylor, C.

Section 2: Cost Sharing

The parties shall jointly bear the cost of the arbitrator.

Section 3: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Kelowna or at such other place as may be decided by the Parties.

ARTICLE 13 -HEALTH & SAFETY (H&S) COMMITTEE

- 13.01 The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- 13.02 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operations. In order to help achieve and maintain this standard, Safety Committees shall be structured and operate in the following manner:
 - a) The Employer and the Union shall, at the Facility, appoint three (3) representatives to the H&S Committee. An alternate shall be chosen to serve in the absence of any of the three regular representatives.
 - b) The H&S Committee shall meet at least once per month or as required. Meetings are to be held during regular working hours, and members shall suffer no loss of pay.

- c) The recommendations of the H&S Committee shall be forwarded in writing to the Employer and Union without delay.
- d) The Employer shall acknowledge, in writing, receipt of the recommendations of the H&S Committee, a copy of which shall be sent to the Union office within ten (10) working days.
- e) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.

13.03 Duties

The general duties of the H&S Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

13.04 Pay for Meetings

The Company will pay committee members for the actual time spent in attending H&S Committee meetings.

13.05 Investigations

In the case of a fatal accident, the H&S Committee in the operation shall, within forty-eight (48) hours, commence an investigation into such fatal accident..

13.06 Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred, may, without discrimination, refrain from working the balance of the shift.

13.07 Uniforms

- a) All employees will continue to receive five (5) complete uniforms cleaned by the Employer each week.
- b) All employees who are required to work outside for regular and prolonged periods during their shift will receive clothing appropriate for the weather-as part of their Uniform.
- c) Where the following articles of equipment are required to be used by the Employer or by the Workers' Compensation Board, the Employer shall:
 - (i) supply new employees with the articles of equipment as required,
 - (ii) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee,
 - 1. Aprons

Dust protection

2. Hard hats

6. Eye protection

3. Goggles, etc.

- 7. Ear protection-Muffs or Plugs
- 4. Gloves (all types used)
- 8. Back support belts

- (iii) Replace gloves as required at no cost to the employee.
- (iv) All uniforms and hair nets.
- (v) All fulltime employees who are required to wear CSA approved safety footwear will receive one hundred twenty dollars (\$120.00) every two (2) years for Maintenance and sixty dollars (\$60.00) every two (2) years for Housekeeping. After the second year of employment and beyond, boot allowances for casual and part time employees will be prorated based on the percentage of full time hours worked in the previous year.

13.08 Violence at Work

The Company considers work-related violence to be a serious matter and will take all reasonable steps to reduce risks from violence to its employees and to others who may be affected. Violence at work is defined as "any incident in which a person is abused, threatened or assaulted in circumstances relating to their work."

All employees are encouraged to report work-related violence as defined above on the Violent Incident Report Form. All incidents of violence at work will be investigated and the victims will be provided with the appropriate support and counseling if required.

The Company and the Union encourage employees who suffer violence at work to report incidents to the police and the Company will support them (such as time off to attend court) in any subsequent criminal or civil proceedings to ensure that those who commit acts of violence against its employees are prosecuted.

13.09 Training and Equipment

- a) Recognizing the uniqueness of the job being performed within the establishment, the Employer shall make available a training program for all employees.
- b) All advanced training shall be offered based on Seniority and the potential to meet the training requirements and qualifications. The Employer shall reimburse to the Employee for costs related to the employment related education. Prior written explicit approval by employer is required prior to incurring any expense.
- c) The Company will provide a fridge, tables, microwave, utensils, kettle, coffeepot, for employees' lunches in their lunchroom. The Employees undertake to treat such facilities with care and respect and to ensure they are kept clean and tidy for reasons of safety and health.
- d) The Company will be responsible to repair, or replace, furniture in lunchrooms in a timely manner.
- e) The Company will provide an annual flu and or other required vaccination for all employees.

13.10 Right to Refuse Unsafe work

It is recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

- a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- c) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and,
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- d) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of.
- (i) a worker member of the joint committee,
- (ii) a worker who is selected by a trade union representing the worker, or
- (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- e) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

f) No discriminatory action:

- (i) A worker must not be subject to discriminatory action as defined in Section

 150 of Part 3 of the Workers Compensation Act because the worker has
 acted in compliance with Section 3.12 or with an order made by an officer.
- (ii) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

ARTICLE 14 - TECHNOLOGICAL CHANGE

- 14.01 Section 54 of the Code applies to this Agreement. It states:
 - "54 (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
 - a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to effected and
 - b) after notice has been given, the employer and trade union must meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counseling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- **14.02** If, after a meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

ARTICLE 15 - SEVERANCE PAY

15.01 An Employee whose services are terminated due to a merger, consolidation or a permanent suspension of operations will receive at time of reduction severance pay of one (1) week pay for each year of employment to a maximum of twelve (12) weeks' pay.

<u>ARTICLE 16 - CONTRACTORS AND SUB-CONTRACTORS</u>

16.01 The Company may sub-contract any work covered by this agreement so long as such contracting out does not directly result in the reduction of hours of any regular full-time employee or potentially erodes the Bargaining Unit.

In the event the employer does contract out any work they will provide the Unit President with 5 days prior notice.

ARTICLE 17 - WAGES

17.01 Rates

Upon ratification, a 2.25% increase for all wage categories as per Schedule "A".

17.02 Shift Premiums

The following premiums are to be paid per hour but are not subject to pension, overtime, vacation or statutory pay:

Graveyard Shift

\$1.00/per hour

based on actual hours worked between the hours of 23:00 – 7:00 <u>am</u> and hours worked by the House keeping Graveyard shift crew working from 21:30 to 6:00 will also be paid the graveyard shift premium for all hours worked.

17.03 Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however when an employee is temporarily assigned to work in a higher classification he/she shall be paid the waged for the higher classification.

17.04 Both Parties recognize that the nature of the business in which the Employer is engaged requires a degree of flexibility to meet client and customer needs. All employees may, therefore, be expected to carry out additional duties outside the normal scope of their job classification, but within their capabilities, if so required. Such requirement will be used equitably and be temporary in nature and will not be used as a form of penalty or demotion. There will be no loss of pay for undertaking duties which are usually paid at a lower rate than the Employee's normal job classification.

The Company agrees to notify the Union of any new classifications they add to the Bargaining Unit during the term of this collective agreement. When any new positions are created the parties will meet in an effort to negotiate a rate of pay and conditions for the new position. If the parties are unable to reach agreement the issue will be referred to a mutually agreed third party to reach a binding resolve. Any decision reached by a third party will be based on the prevailing rates and conditions of the industry and will be retroactive to the time the position was first worked.

The general wage increase provided for in Section 17.01 has been incorporated into all rates under this Article.

17.05 Pay Slips

The Company shall remit to the employee an electronic pay slip with all the information to allow him/her to check the computation of his/her wage. The Company will provide a 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 Employer'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 issues.
- 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 /used vacation pay.
- 13. Accumulated Sick time (if this isn't possible as Ceridien is still investigating then it will be provided quarterly as it currently is)

ARTICLE 18 - PAY DAYS

18.01 The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions. All pay shall be direct deposit.

ARTICLE 19 - HEALTH AND WELFARE

- **19.01** Benefits administered as per Sun Life Group Plan 165215 Confirm number of plan
 - a) Regular full-time and regular part-time employees who work a minimum of twenty (20) regularly scheduled hours per week shall be eligible for coverage under the Health and Welfare Plan. An outline of the Plan is provided in Schedule D Summary of Benefits.
 - b) The Employer agrees to pay 100% of the benefit premiums, for all eligible employees, of the Health and Welfare Plan. Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.
 - c) Coverage under the Health & Welfare Plan for employees entitled to coverage shall commence on the first (1st) day of the month following the successful completion of their probationary period or three (3) months, whichever occurs first. At that time the Employer shall remit two (2) months' worth of premiums to commence coverage and shall continue to remit in accordance with Article 19.01 (b) thereafter.
 - d) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
 - e) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time.

- f) The Employer's sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone shall be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- g) It is further understood that the Union has no obligation to provide the insurance coverage or benefits stipulated in this Agreement. Liability for unfunded claims arising as a consequence of any failure by the Employer to remit the premiums required herein shall rest exclusively with the Employer.
- h) The Employer shall pay 100% premium for the Medical Services Plan (MSP) of BC for a regular full-time employee and his/her dependents, commencing the first (1st) month following the completion of his/her probationary period or three (3) months, whichever occurs first, unless the employee has MSP coverage through a spouse/partner.
- i) The Employer shall pay 100% of the premium for the Medical Services Plan of BC (MSP) for a regular part-time employee and his dependents, commencing the first (1st) month following the completion of his probationary period or three (3) months whichever occurs first, unless the employee has MSP coverage through his spouse/ partner.

ARTICLE 20 - SICK LEAVE

- A regular full-time employee and/or a regular part-time employee who is working and eight (8) hour shift and who has successfully completed his/her probation shall be entitled to accrue paid sick leave credits of sixty-four hours per calendar year, exclusive of paid sick time, Workers Compensation benefits or other wage-loss replacement. A paid sick leave day is the employee's regularly scheduled day.
 - b) Sick leave credits accumulate from month to month on the basis of 0.667 days per month, to a maximum of one hundred twenty-eight (128) hours. Unused sick leave credits are not paid out at termination of employment.
 - c) In the event an employee quits during the course of the calendar year, their entitlement to sick leave credits shall be pro-rated and the Company entitled to recover any overpayment of sick leave credits.
- 20.02 a) Sick leave credits may be used by an employee to be absent from `work without loss of pay in the event of illness or disability, medical and dental appointments where that appointment conflicts with the employee's work schedule, except for those still serving their probationary period..

- b) After an employee has completed the probationary period, the Employee shall be allowed a credit for paid sick leave from the date of employment provided however, that the employee shall not be entitled to apply paid sick leave credits prior to the completion of the probationary period.
- c) For a part-time employee, the paid sick leave entitlement under Article 20.01 (a) shall be pro-rated in accordance with the employee's regularly scheduled hours of work.
- d) Where a sick leave is covered by Weekly Indemnity no sick credits shall be used after insurance coverage commences.
- 20.03 An employee reporting absent shall do so to the Employer as soon as possible before the start of their shift in order that a replacement may be arranged or the duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer shall make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported absent.
- 20.04 Subject to Article 20.01 above, an Employee granted paid sick leave shall be paid for regularly scheduled shifts absent due to illness or disability, medical, dental appointments, and illness in the immediate family which require the employee's personal attention. The number of hours thus paid shall be deducted from the employee's accumulated paid leave credits up to the total amount of the employee's available credits at the time the leave commenced.

20.05 Proof of Absence

- a) An employee may be required to provide satisfactory proof of the reasons for an absence lasting three (3) or more consecutive work days.
- b) No paid sick leave shall be granted once an employee commences vacation; in this event, the Employee shall be receiving vacation pay.
- An employee who has exhausted his paid leave credits during the course of an authorized absence and the reason for the absence continues, they will continue to be off work but will not be paid their regular wage. The Employee shall keep the Employer advised as to when he shall be expected back to work and shall provide the Employer with seven (7) days, or such shorter period of time as agreed between the Employer and the employee, written notice of readiness to return to work.
- d) Casual employees are not eligible for sick leave credits.
- e) It is recognized that the Employer has the right to manage absences in the normal course of business.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness during the term of this Agreement, subject to a doctor's note if requested by the employer, at the employee's cost. The employee shall have a reasonable period of time to present such doctor's note (normally three (3) working days). The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as reasonably possible and no later than 30 minutes after their shift was due to start, unless there are compelling reasons for further delay which the employer will consider reasonably.

21.02 Unpaid Leave of Absence

The Employer may grant an unpaid leave of absence. When applying, an employee must specify the desired date of departure and date of return. The Employer may request the employee to provide proof to indicate that a leave of absence was used for the stated purpose. Where an unpaid leave of absence is granted, the Employer will retain documented approval of the leave.

21.03 Maternity/ Parenting/ Adoption Leave

Maternity/Parenting/ Adoption Leave shall be granted in accordance with the Employment Standards Act of B.C. The terms of this agreement, including entitlement to benefits, shall continue to apply during the period of the employee's leave.

Upon written request to the Employer, an employee shall be granted an additional unpaid leave of absence upon expiration of maternity and/or parental leave, subject to four (4) weeks written notice prior to the expiration of maternity/parental leave. In no event shall the total duration of these leaves exceed thirteen (13) weeks.

21.04 Employees may request a General Leave for a period of no more than three (3) months. The granting of such leave shall be at the discretion of the Employer and shall be unpaid.

21.05 Benefits Continuation during Unpaid Leave

Where a regular full-time or regular part-time employee who is eligible for benefits commences an approved unpaid Leave of Absence or General Leave the Employer shall continue to pay the cost of the Health and Welfare Benefit Plan for the balance of the month in which the employee commences his/her leave.

21.06 Accrual of Seniority

Seniority shall be accrued during hours worked, paid leave, vacation and all approved leave

21.07 Court Appearance or Jury Duty

Where an employee is required to attend for Jury Selection, Jury Duty, or as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Facility, the employee shall be granted unpaid leave, provided that the employee:

- a) notifies the Manager or designate immediately on the employee's notification that he/she shall be required to attend at court; and
- b) presents proof of service requiring the employee's attendance.

21.08 Bereavement Leave

- a) When death occurs to a member of a regular and not casual employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse or same-sex partner, mother, father, brothers, sisters, brothers-in-law, sisters-in-laws, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren or any relative that is living in the same residence as the employee.
- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

21.09 Union Business

- a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of their term of employment with the Union.
- b) The Company will grant unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union, subject to operational availability which will not be unreasonably refused.
- c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, the employer will be given due notice in writing.; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

21.10 Canadian Citizenship Day

a) The Company will support employees who are obtaining their Canadian Citizenship. For regular and Part time employees who are not yet a Canadian Citizen and become one while employed, the Company will grant employees four consecutive hours off work with pay provided the ceremony does not take place on a statutory holiday, in which case there will be no additional pay.

An employee using a Canadian Citizenship Day must provide to their Supervisor a copy of their citizenship certificate in order to ensure the Company's records are updated.

21.11 Voting Day leave

Under the Elections Act, employees are entitled to have up to four (4) consecutive hours off (unpaid) while voting stations are open. Employees may ask their Manager at least one (1) week prior to Election Day for up to four (4) consecutive hours outside of work in which to vote should the shift they are on not provide sufficient time.

21.12 Family Responsibility Leave

Employees may take up to five (5) days unpaid leave in each employment year to tend to the care, health or education of a child or care or health of another immediate family member (as defined in Article 21.08). Such leave may not be carried over to the next year.

ARTICLE 22 - REGISTERED RETIREMENT SAVINGS PLAN

22.01 Under the Plan the Company will match the employee's contributions to a maximum of five (5) percent of their basic salary after six months' continuous service. The Company shall inform and provide the necessary documents to all employees after completing probation.

Such contributions will be paid from the first (1st) pay period following receipt of the employee's signed authorization to commence deductions received after the completion of the required six months' continuous service.

<u>ARTICLE 23 - EDUCATION FUND</u>

- **23.01** The Company agrees to contribute to the Local Union Education Fund based on the following parameters:
 - 1. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be five (5) cents per hour per employee per hour worked for the term of the Collective Agreement.
 - 2. The Funds will be paid to the Local Union Office and directed to the Education Fund.

ARTICLE 24 – GENERAL PROVISIONS

24.01 Harassment

- a) The Parties to this collective agreement are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment. According to the Human Rights Act of British Columbia, every employee has the right to freedom from harassment by a supervisor or other employee because of gender, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or disability.
- b) Harassment for the purpose of this policy is defined as comment or conduct that is known to be unwelcome. It interferes with an individual's work or creates an intimidating or unpleasant work environment.
 - (i) Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.
 - (ii) Personal Harassment: includes derogatory comments, taunts, threats, jokes or jeers about race, color, national ethnic origin, religion, age, disability, citizenship, record of offences, marital or family status, gender or sexual orientation.
 - (iii) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course or arising out of the employment relationship.
 - (iv) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- c) There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.
- d) If the activity or behavior does not stop after the person has been approached, or the complainant does not feel comfortable speaking with the person directly, the complainant should raise the issue with the General Manager or the Operations Manager.
- e) The complainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behavior.

- f) Management will take the following steps to resolve the complaint (the exact sequence of interviews to be determined by the Company as reasonable in the circumstances).
 - (i) Appoint a Manager to investigate the complaint.
 - (ii) Assure the complainant that an objective examination of the complaint shall take place immediately.
 - (iii) Advise the person alleged to be responsible that a complaint has been lodged.
 - (iv) Interview the complainant and the person(s) alleged to be responsible (the respondent) as soon as possible. The Company may decide to exercise a precautionary suspension on full pay pending completion of the investigation and, if appropriate, any disciplinary measures which follow.
 - (v) Interview any witnesses.
 - (vi) Document the situation clearly and completely.
 - (vii) Require its Manager to render a decision as soon as possible and advise the parties of the action to be taken, if any. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the General Manager or Operations Manager. Such measures may include: counseling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
 - (viii) Ensure that all information concerning the case be kept confidential.
 - (ix) Retain a record of a complaint in the complainant's file if it is determined that the complaint was frivolous or vexatious. Records relating to frivolous or vexatious complaints shall be removed from the respondent's file and any reference identifying the respondent from the complainant's file shall also be removed. If a complaint is determined to be made in bad faith then disciplinary measures as appropriate will be taken. Such measures may include: counseling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
- Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Manager's decision, the Union will put an appeal, within ten (10) days, to a Director of the Company. The Director will consider that appeal and render a final Company decision within thirty (30) days of the appeal having been lodged.
- h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company's final decision, the Union will within thirty (30) days put the complaint before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The

Union will provide a written copy to the Company setting out the grounds of the complaint at the time of its submission to the independent adjudicator.

The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (i) dismiss the complaint; or
- (ii) determine the appropriate level of discipline to be applied to the harasser;
- (iii) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

All fees and expenses of the adjudicator shall be shared equally between the Company and the Union.

The Company will ensure all employees, including management and office staff, attend an appropriate course on bullying and harassment. The Company will pay the costs for all persons attending this course.

24.03 Respectful Work Environment

- a) The parties agree that the work environment should be one where mutual respect and dignity of all employees is observed.
- b) The parties further agree that all employees and officers of the Union including bargaining unit, Union 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).
- c) Where an individual has a legitimate cause for concern in relation to the above, he or she 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.
- d) 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.
- e) Without limiting the employer's management rights pursuant to the collective agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.
- 24.04 The Employer to cover all costs related to employees obtaining the required security clearances at the Green Timbers Accommodation Project facility.
- **24.05** <u>Clean-up Time</u> Employees shall be allowed prior to the end of their shift to clean-up and change their uniform.
- **24.06** Workload The Employer agrees to make every effort to ensure that the workload is evenly distributed amongst its Employees.

ARTICLE 25 - MISCELLANEOUS

25.01 Conflict with Employer Policies

The Employer may publish Human Resource Policies and Procedures_that do not conflict with this Agreement or with applicable legislation. Copies of all policies will be provided to the Union prior to being given to employees.

25.02 Where the masculine term or pronoun is used in this Agreement in referring to employees, it shall be considered interchangeable with, and the same as, the feminine term or pronoun, unless otherwise stated. Where the singular term or pronoun is used in this Agreement, it shall be considered interchangeable with, and the same as, the plural term or pronoun, unless otherwise stated.

25.03 Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

25.04 The Parties agree that:

Part 3, Wages, Special Clothing & Records

Part 4, Hours of Work and Overtime

Part 5, Statutory Holidays

Part 7, Annual Vacations

Part 8, Termination of Employment

of the Employment Standards Act form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

25.05 Definitions

Whenever the term "day" is used throughout this Agreement, it shall mean calendar day unless specifically noted differently, since the Employer operates on a twenty-four (24) hour per day, seven (7) day per week basis.

Whenever the term "week" is used throughout this Agreement, it shall mean "Monday to Sunday" unless specifically noted differently, since the Employer operates on a twenty-four (24) hour per day, seven (7) day per week basis.

A regular full-time employee is a permanent employee who has successfully completed their probationary period and works forty (40) hours per week, on a regularly scheduled basis.

A regular part-time employee is a permanent employee who has successfully completed their probationary period and works less than forty (40) regularly scheduled hours per week.

Casual employees are those who are employed in work that is not of a continuous nature, including coverage for vacations, illness or injury, or temporary position which is created by a special project or contract.

CPI is the British Columbia(unless one is available for Kelowna) All Items Index. January over January of the relevant year.

Office personnel are office employees who do not handle confidential employer-proprietary information and who do not have managerial status.

Union Representative is the Union Representative employed by the union office.

Union Steward is an employee of the Employer who has been elected and appointed to represent his/her co-workers.

Employer Representative is the General Manager of the work site.

A work shift is the employee's daily scheduled hours exclusive of unpaid meal breaks.

Hours worked means hours worked and paid for exclusive of unpaid breaks.

25.06 The Union recognizes and understands that the Employer is required to deliver, through its employees, uninterrupted services to its client's staff, visitors and patients. In the case of a legal picket by another union at the Facility, the Union will immediately make every effort to obtain clearance from the relevant union(s).

25.07 Force Majeure/Act of God

It is understood that events which result from an Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice, scheduling or other similarly impacted items in this Agreement will not be complied with.

ARTICLE 26 - STRIKES AND LOCKOUTS

- 26.01 a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
 - b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
 - c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 27 - DURATION OF AGREEMENT

- The Parties hereto mutually agree that this Agreement shall be effective from and after the date of ratification (February 1, 2016) to the 30th day of April, 2017 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 30th day of April, 2017. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
 - b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Master Agreement.

DATED THIS 24 DAY OF MAY	, 2016.
BOUYGUES ENERGIES & SERVICES LTD. (KELOWNA AIRPORT)	UNITED STEELWORKERS (ON BEHALF OF LOGAL 1-423)
W. Hothym	Dim Hands
2 0	

LETTER OF UNDERSTANDING #1

BETWEEN: BOUYGUES ENERGIES AND SERVICES CANADA LIMITED

(KELOWNA AIRPORT)

AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER,

MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE

WORKERS INTERNATIONAL UNION

(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)

ON BEHALF OF LOCAL NO. 1-423

Re: Job Postings and Transfer Rights

Job posting at each site will be posted in accordance with the specific collective agreement at that site. At the same time the Company will post that same job at all other USW Local 1- 423 certified Bouygues Energies and Services Canada Limited sites.

The Posting will be awarded on the following bases, first at the original site, based on that sites collective agreement and seniority. If the posting is not filled from the original site then the Posting will be awarded based on Company Seniority in the event that more than one person meets the agreed upon job qualifications and all other specified selection criteria are equal.

If the successful applicant is not from the original site the successful individual will retain their Company Seniority as applicable for all purposes except job posting, reduction of forces and bidding on Vacation times at the new site. They will be placed on the bottom of the Operational Seniority list at the new site and relinquish all rights to their operational seniority at their previous site.

Any permanent relocation from one operation to another within the bargaining unit will result in loss of operational seniority at the previous site but not the loss of Company seniority.

Operational Seniority

Date of Operational Seniority shall be the first day of work at the specific operation.

Operational Seniority will be applied for the following, scheduling of work, job postings vacations, overtime, lay off and recall.

Any permanent relocation from one operation to another within the bargaining unit will result in loss of operational seniority at the previous site but not the loss of Company Seniority.

Company Seniority

Date of Company Seniority shall be the first day of hire at one of the USW certified Bouygues Energies and Services Canada Limited work sites.

Company Seniority will be applied for the following, Accrual of Vacation entitlements, Severance or Operational transfers

<u>CASUAL EMPLOYEES – HOUSEKEEPING - Assisting Other Units Covered by the Bouygues Collective Agreement</u>

A Casual Housekeeping employee on a voluntary basis can temporarily assist at another unit but will maintain their seniority at their home site. Said employee has no seniority right at a "temporary" site.

A Casual employee who is working at more than one (1) site at a time will have their hours worked at both sites added together for the purpose of benefits entitlement.

Signed this 24 day of MAY	, 2016.
BOUYGUES ENERGIES & SERVICES LTD. (KELOWNA) AIRPORT)	UNITED STEELWORKERS (ON BEHALF OF LOCAL 1- 423)
The V	Sim Hemil

LETTER OF UNDERSTANDING #2

BETWEEN:

BOUYGUES ENERGIES AND SERVICES CANADA LIMITED

(Kelowna Airport)

AND:

UNITED STEEL, PAPER AND FORESTRY, RUBBER.

MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE

WORKERS INTERNATIONAL UNION

(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)

ON BEHALF OF LOCAL NO. 1-423

Re: 4x 10 hour shift schedule for Technicians

PREAMBLE

The purpose of this agreement is to provide for an operation on a Seven (7) day schedule for Technicians only.

1. Hours of Work

As per the attached schedule

The schedule will average (40) forty hour per week over a (7) seven week period.

2. Rest Periods

The ten and one half (10.5) hour shifts will include a one half (1/2) hour unpaid lunch period and three (3) paid fifteen (15) minute rest periods.

3. Overtime

Only hours worked over and above your regular schedule will be eligible for overtime.

All employees required to stay beyond their normal ten (10) hour shift shall be paid at time and one half for the first two (2) hours and double (2x) time for all hours worked beyond twelve (12) hours.

All hours worked on an employee's fifth (5^{th}) day of work will be paid at rate and one half (1.5x) for the first twelve (12) hours and double time (2x) for all hours worked beyond twelve (12).

All hours worked on an employee's sixth (6th) and (7) seventh day of work will be paid at rate of double time (2x) for all hours worked.

4. Statutory Holidays

Statutory holidays will be as per the collective agreement and paid out at (10) ten hours rate of pay per day.

5. <u>Vacation Scheduling</u>

When employees schedule their vacation, their regular scheduled days off will be identified and included in their authorized time off.

Signed this $\underline{24}$ day of \underline{MAY} , 2016.	,
Bouygues Energies & Services Ltd (Kelowna Airport)	United Steelworkers (On behalf of local No. 1-423)
4 Chapm	Sum Harden
	Sim Shamies

SCHEDULE "A"

WAGE RATES

CLASSIFICATIONS AND RATES OF PAY

Classification		Date of certification (Feb 1/16) 2.25%
Housekeeper Light Duty	\$13.29	\$13.59
Housekeeper Heavy Duty	\$14.83	\$15.16
Housekeeping Lead Hand	\$16.36	\$16.73

Maintenance Airport Technician 4	\$34.77	\$35.55
Maintenance Airfield Electrician	\$34.77	\$35.55

Probationary employees will be paid \$1.00 less than the regular job rate for the probationary period only.

Benefits shall increase to be identical to the existing GTAP / USW 2009 collective agreement as per Schedule D

Plant Services Shift Schedule

0	UI	4	w	2	1	1		6	U			ω	2	-			6	G I	4	w	2	-	SHIT#
<i>y'</i>						I									3			,	1	1			z
						7									-1.								4
					7.	*									*								₹.
					i	코					4				코								보
						*11		:						1	-								71
	1					SO.		 							w	-							w
						2		:							8		1			<u> </u>			2
						z		Total	1 . i		1		1		 	J -							3
									16	15 5	15		<u>,,;</u> ,	~				59 .					-
						*		Coff	1600-1615	1000-1015	1st 15 mi, Break		-!	Rotation			3.1						¥
			()			로		ee and Lui		,	+								-				코
						711		rch Breaks		- -	+		-										71
-	:					S		Coffee and Lunch Breaks may differ based on tasks at hand		. !	1st	e ream s		1:		/ 114	;		,4				v)
						S S		r based on	1800	1200	1st 30 min. Break	-				-				1			
							1	tasks at h	1800-1830	1200-1230	B. B.				, .		930						SE
						3	_	and	+	1	+	i	0730	1430	!	-	-						I
4						-		\prod	2000-2015	1400-1415	2nd 1		0730 - 1800	1430 - 0100 0400 - 1430	ı :	1							-
						*			5	5 5	2nd 15 Min Break	1					-		- ',				*
						큪					*												뒾
3		3				7					3rd	1					ļ						וד
	r					SO	-		2230	1630	3rd 15 Min. Break	1		!					Į.				v
		,	i, :		4	US			2230-2245	1230-1245	eak	- 1	 !				,			1 14			٤

Bouygues Energies and Services

Schedule Report

Date Range: 12/7/2015 - 12/14/2015 Location: YLW Janitorial

oyee	Mon7	THE PARTY					THE STATE OF THE S
40	2:30p-11:00p	2:30p-11:00p	2:30p-11:00p	2:30p-11:00p	2:30p-11:00p		
HD	8:30p-6:00a	930p-8:00a	9.707-8.90	1.7			
HD	6:00a-2:30p	6:03a-2:30p	6:09a-2:30p	6:00a-2:30p	6:00a-2:30p		·
LD	6:30a-3:00p	6:30a-3:00p	6:30a-3:00p	6:30a-3:00p	6:30a-3:00p		
[D]	6:30a-3:00p	6:30a-3:00p	6:30a-3:00p	6:36a-3:00p	6:30a-3:00p		
HD	6:00a-2:30p	6:00a-2:30p	6:00a-2:30p	6:00a-2:30p	6:00a-2:30p		
HD	3:00p-11:30p			3:00p-11:30p	3:00p-11:30p	2:30p-11:80p	2:30p-11:00p
EH	6:30p-6:00a					·	
HD	\$8:30p-8:00a	9-30p-4401a				. 1 . i.,	
_D				6:30a-3:00p	6:30a-3:00p	6:30a-3:00p	6:30a-3:00p
LD-	6:30a-3:00p	6:30a-3:00p				6:30a-3:00p	6:30a-3:00p
LD	3:00p-11:30p	3:00p-11:30p	3:00p-11:30p		,		3:00p-11:30p
LD	· .	3:00p-11:30p	3:00p-11:30p			3:00p-11:30p	3:00p-11:30p
LD		B:00a-12:00p				,	
LD			3:00p-11:30p	3:00p-11:30p	3:03p-11:30p		
HD	i		eanaini				
HD	3:00p-11:30p					6:00a-2:30p	6: 60 a-2: 3 0p

Confidential

Copyright © 2015 by Ceridian HCKI, Inc. All rights reserved.



Job Title	Maintenance Technician IV- Airfield Electrician
Project / Contract	YLW including satellite operations
Department / Service	FM - Operations
Reporting To (Job	Maintenance Supervisor/WAA V.P, Operations
Main Purpose of Job	Maintain all airside airport electrical installations, visual aids for aircraft, carry out visual and operating inspections and maintenance of emergency power plant equipment, and perform related duties in the Airfield Complex ensuring 24 hour operation of YLW airport and satellite operations.

Main Attributes Required

Occupational Health & Safety and Technical procedures

- Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
- Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
- Comply with the Company's Policies, Management Plans and Procedures
- Work as part of an integrated maintenance team on a flexible schedule enabling maintenance and repair activities to be conducted outside of core airport operating hours as required for YLW and additional Airport Clients.
- Provide technical or functional guidance to co-workers
- Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service throughout the facility.

	Visual Aids and Power Distribution:
	 Perform visual and operating checks on all airfield lighting systems by verifying the integrity and performance of all visual aids for aircraft in accordance to Aerodrome Standards.
	Provide ongoing maintenance of constant current regulators, which provide power to the Airfield lighting circuits.
	Conduct routine tests and inspection of high voltage series lighting circuits and perform repairs as needed to maintain these circuits to meet standards.
2	Perform monthly inspections and run-up of FED diesel generator
	Maintain record book of equipment ensuring associated equipment is fully operational.
	Assign and inspect contractor's work for airside lighting projects.
1	Maintain a clean and safe work environment in the workplace.
	Assist in airport capital projects.
	Monitor allocated communications devices for reactive maintenance work on airfield electrical systems.
	Maintenance and repairs of airside facilities
	Perform minor electrical system and architectural maintenance for off site obstacle beacons.
	Maintain and repair all airside buildings including street lighting and motorized gates.
3	Troubleshoot, maintain and repair industrial control systems and other related devices.
	Respond to airfield electrical emergency calls in accordance with aerodrome regulatory requirements.
4	Conduct required CSA C282-2015 maintenance service of diesel generator sets.

	Airfield Electrical CMMS (Computerized Maintenance Management System)
	Assist with gathering and updating all air filed electrical inventory.
	Assist with decisions on level of maintenance required for each task.
4	Assist with phasing of preventive maintenance work load over a year.
	Assist with phasing the time for breakdown and repairs.
	Assist with phasing in Project Work.
	Conduct preventive maintenance programs and keep maintenance records.
	Skills and Abilities
1	BC Electrical Trade Certification or Red Seal IP certification.
2	5 years Journeyman experience within industrial maintenance or construction.
3	Familiar with aerodrome maneuvering procedures.
4	Previous training in specialized skills related to airfield electrical maintenance.
5	Previous experience with Computerized Maintenance Management System (CMMS).
6	Ability to modify or change established methods and procedures, yet stay within prescribed standards (i.e., customer specifications, legislative boundaries, regulatory requirements).
7	Ability to effectively use oscilloscope, fault reading equipment, staticraft simulator, high impulse generator, oil testing equipment and clinometers.
8	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
9	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
10	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.

11	Ability to communicate effectively with Supervisor, co-workers and customers in a courteous and customer focused manner.
12	Ability to meet enhanced government security clearance requirements to obtain a Transport Canada security clearance and the ability to obtain and maintain an Airside Vehicle Operators Permit.
13	Obtain and maintain B.C. Driver's Licence and Airside Vehicle Operators Permit



Opdated August 20, 2015							
Job Titl		Maintenance Technician IV- Building Electrician					
Project / Contract YLW including Satellite Operations							
Departn	nent / Service	FM - Operations					
Reporti	ng To (Job	Maintenance Supervisor					
Main Pu	irpose of Job	Responsibility for skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures.					
		Identify malfunctions and undertake routine repairs or					
		Main Duties & Responsibilities					
		fety responsibilities by adherence to the requirements of the h & Safety Policy and Health & Safety Management Plans					
	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives						
3	Comply with the	Company's Policies, Management Plans and Procedures					
	Assist in the implementation of a preventive maintenance program for a physical plant and related systems to meet BCSA, CSA and Transport Canada Standards and Regulations						
5	Maintain and operate physical plant equipment used in lighting, heating, ventilating and air conditioning of buildings. Conduct required CSA C282-2015 maintenance service of diesel generator sets.						
6	Install, maintain and repair electronic equipment and systems.						
	Carry out electrical repairs and cleaning of electrical components and equipment and prepare records related to the work.						
8	Operate and adjust control systems and maintain an inventory of parts and supplies.						

Maintain and test fire alarm systems, maintain primary and secondary distribution systems including high voltage; upgrade system and maintains direct digital control system. Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations. Test electrical and electronic equipment and components for continuity, current, voltage and resistance. Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code, BCSA and Local Authorities codes, regulations and standards. Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems. Assist Airfield Electrician when required. Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	systems including high voltage; upgrade system and maintains direct digital control system. Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations. Test electrical and electronic equipment and components for continuity, current, voltage and resistance. Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code.
Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations. Test electrical and electronic equipment and components for continuity, current, voltage and resistance. Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code, BCSA and Local Authorities codes, regulations and standards. Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems. Assist Airfield Electrician when required. Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations. Test electrical and electronic equipment and components for continuity, current, voltage and resistance. Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code.
Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code, BCSA and Local Authorities codes, regulations and standards. Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems. Assist Airfield Electrician when required. Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	voltage and resistance. Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code.
conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code, BCSA and Local Authorities codes, regulations and standards. Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems. Assist Airfield Electrician when required. Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components. To meet BC Building Code, Canadian Electrical Code.
batteries and hydraulic and pneumatic electrical control systems. Assist Airfield Electrician when required. Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	BUSA and Local Authorities codes, regulations and standards.
systems and other related devices. Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System) Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. Assist with developing staff skills by training and coaching assigned staff. Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	batteries and hydraulic and pneumatic electrical control systems. Assist Airfield
CMMS (Computerized Maintenance Management System) 16 Assist with developing goals and priorities assigning tasks and projects ensuring accuracy and completion. 17 Assist with developing staff skills by training and coaching assigned staff. 18 Respond to electrical and electronic emergency calls. 19 Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). 20 Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management 19 Undertake such other duties appropriate to the level and character of work as may	The state of the s
accuracy and completion. 17 Assist with developing staff skills by training and coaching assigned staff. 18 Respond to electrical and electronic emergency calls. 19 Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). 20 Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management 21 Undertake such other duties appropriate to the level and character of work as may	Provide Manual Andrea Programo and Roop maintenance recolds, dallid
Respond to electrical and electronic emergency calls. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	The state of the godine and priorities assigning tasks and projects ensumed in
Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	Assist with developing staff skills by training and coaching assigned staff.
delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	Respond to electrical and electronic emergency calls.
including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may	delivery of all Property and Customer services within the full operational coverage
and character of work as Illay	including security clearance as required by the Kelowna Airport and Satellite
reasonably be required within the Department / Service.	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.



Job Title		Maintenance Technician IV - Plumber	
Project / Contract		YLW including Satellite Operations	
Depar	tment / Service	FM - Operations	
Repor	ting To (Job	Maintenance Supervisor	
Main Purpose of Job		Responsibility for skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures.	
		Identify malfunctions and undertake routine repairs or recommend	
		Main Duties & Responsibilities	
1	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans		
2	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives		
3	Comply with the Company's Policies, Management Plans and Procedures		
4	Assist in the implementation of a preventive maintenance program for a physical plant and related systems to meet BCSA, CSA and Transport Canada Standards and Regulations		
5	Install, repair and maintain commercial plumbing piping, fixtures and back flow prevention systems. To meet BC Building and Plumbing Code, BCSA and Local Inspection Authorities codes, regulations and standards.		
6	Read blueprints, drawings and specifications to determine layout of plumbing system, water supply network and waste and drainage systems.		
7	Operate and adjust control systems and maintain an inventory of parts and supplies.		

8	Cut opening in walls and floors to accommodate pipe and pipe fittings
9	Measure, cut, bend and thread pipes using hand and power tools or machines.
10	Install piping, fittings, tanks and valves in cold and hot water systems.
11	Join pipes using couplings, clamps, screws, bolts, cement or soldering, brazing and welding equipment
12	Test pipes for leaks using air and water pressure gauges
13	Participate in all remodelling projects involving plumbing, air conditioning or gas fitting changes and/or additions
14	Conduct preventative maintenance programs including cleaning for all plumbing, heating, and air conditioning, and air and vacuum related equipment, using CMMS (Computerized Maintenance Management System)
15	Provide advice on installations and fixture upgrades.
16	Respond to plumbing emergency calls.
17	Maintain a supply of regularly used parts and filters in stock, ordering replenishment as necessary.
18	Assist in developing goals and priorities as well as assigns tasks and projects.
19	Assist with developing staff skills and training plans.
20	Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year).
21	Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management
22	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.
16 17 18 19 20	Respond to plumbing emergency calls. Maintain a supply of regularly used parts and filters in stock, ordering replenishment as necessary. Assist in developing goals and priorities as well as assigns tasks and projects. Assist with developing staff skills and training plans. Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year). Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management Undertake such other duties appropriate to the level and character of work as may



Opuated August 20, 2015			
Job Title		Maintenance Technician IV- Millwright	
Projec	ct / Contract	YLW including Satellite Operations	
Depar	tment / Service	FM - Operations	
Repor	ting To (Job	Maintenance Supervisor	
Main Purpose of Job		Responsibility for skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures.	
		Identify malfunctions and undertake routine repairs or	
		Main Duties & Responsibilities	
1	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans		
2	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives		
3	Comply with the Company's Policies, Management Plans and Procedures		
4	Assist in the implementation of a preventive maintenance program for a physical plant and related systems to meet BCSA, CSA and Transport Canada Standards and Regulations		
5	Install systems to meet BC Building Code, BCSA and Local Authorities Codes, Standards and Regulations		
6	Maintain, repair, overhaul and install mechanical systems: baggage handling systems including belt conveyors, carousels, race-tracks, overhead doors, rapid roll doors, electric bi-parting doors, electric and hydraulic gates, and electric security barriers. Systems are located throughout the facilities and at or above/below ground in many cases and include the necessity of utilizing high reach aid equipment.		

7	Visual examinations, lubrication, testing, verifying and adjusting equipment/systems and associated components at YLW. Inspect performance against manufacturers recommended performance criteria and standard.
8	Maintain, troubleshoot, repair, install and overhaul aircraft passenger loading bridges. This work includes: electric/hydraulic and pneumatic controls, hood, safety devices, hoses, hydraulic pumps, and hydraulic motors, couplings, cylinders, valves, reservoir, doors, alarm systems and stop guide bar systems.
9	Maintain, repair, install and overhaul a variety of drainage, water supply pump, cooling tower re-circulating pumps, hydraulic systems by lubricating, vibration analysis, dynamic balancing of rotors/vanes alignment of pumps, motors, coupling repairs to packing sleeves, replacement and reshaping of bearings, etc. This work requires all kinds of bench work hand tools, vibration analyzing, dial indicators, callipers, etc.
10	Maintain, repair, install, overhaul, calibrates, lubricates, and adjusts heating ventilating and exhaust fan drive system by re-aligning belts, bearings, pulley sheaves, and electric motors.
11	Maintain, repair and overhaul baggage security doors, gates. Electric hydraulic operating airside security gates are essential to ensure there are no security breaches or unauthorized access onto airport restricted areas.
12	Maintain, repair and install various metal works.
13	Maintain, repair, install and overhaul sewage dumps station equipment as pumps, grinders, Roselyn couplings and related equipment.
14	Maintain and repair garbage compartment equipment: pumps, motors, hoses and cylinders (at EATB only).
15	Maintain, repair, and install a variety of air compressors.
16	Use welding equipment (oxygen, acetylene, arc, mig and tig) and metal machining tools (metal lathe, grinders and milling tools) Welds, silver solders, brazes, and machine metal stock to repair, fabricated and install replacement parts.
17	Investigate equipment, systems, and material failure of accruing nature for design fault and make recommendations on preventative or corrective measures to be taken.
18	Provide advice on installations and fixture upgrades.
19	Read blueprints, diagrams and schematic drawings to determine work procedures.

20	Conduct preventive maintenance programs and keep maintenance records, using CMMS (Computerized Maintenance Management System)
21	Respond to emergency calls.
22	Be part of the facilities management out-of-hours team, ensuring the successful delivery of all Property and Customer services within the full operational coverage (i.e. 7day/365/year)
23	Ensure compliance with and endorsement of FM Contract requirements for security, including security clearance as required by the Kelowna Airport and Satellite Operations Management
23	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.



Job Title		Heavy Duty Cleaner
Project / Contract		YLW including Satellite Operations
Department / S	ervice	FM Operations
Reporting To (Job Title)	Facilities Services Supervisor/Janitorial Lead Hand
Main Purpose of Job		Perform custodial duties, minor maintenance and other miscellaneous duties in order to ensure that buildings and facilities are maintained in a healthy, safe and sanitary manner.
		Wash, scrub and polish floors by utilizing auto scrubbers, polishers and carpet cleaning equipment, clean over 12 foot high windows using a tucker pole and lift furniture.
		Remove heavy garbage, bag jams and operate a
	M	ain Duties & Responsibilities
fulfil He Compan	ealth & Safety ny's Health & Sa	responsibilities by adherence to the requirements of the fety Policy and Health & Safety Management Plans.
2 Support	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives	
3 Comply		
4 In addition	In addition to LD tasks, when called upon, will be responsible for washing and buffing floors with floor scrubber and polisher.	
5 Clear sn	Clear snow using snow blower and shovel	
clear ba	ggage jams	

7	Maintain storage areas and cleaning equipment, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
8	Wash, scrub and polish floors by utilizing auto scrubbers, polishers and carpet cleaning equipment.
9	Clean over 12 foot high windows using a tucker pole.
10	Perform and/or report minor maintenance repairs and lift/move furniture as required.
11	Work overtime when required either as extended day, week end or public holidays.
12	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.



JOB DESCRIPTION Last Updated on August 13, 2015

Job Title		Janitorial Lead Hand	
Project / Contract		YLW including Satellite Operations	
Department / Service		Soft FM	
Report	ting To (Job Title)	Facilities Services Supervisor	
Main Purpose of Job		Oversee janitorial operatives to provide high quality service within the Kelowna International Airport and Satellite Operations in accordance with company policies and	
Main Duties & Responsibilities			
1	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy Statement, Manual and Safe Systems of Work		
2	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives		
3	Comply with the Company's Policies, Management Plans and Procedures		

. 4	Assist Client, visitors or other staff as required.
5	Take urgent or emergency calls from the client or general public when Help Desk personnel is not available.
6	Understand the Client's facility management requirements ensuring compliance of contractual obligations as related to Help Desk duties.
7	Ensure safe work practices/procedures/methods are followed by the housekeeping staff.
8	Ensure that concerns raised by the Client are dealt with quickly and efficiently using effective time management. Follow up on housekeeping performance when required to the client concern and rectification taken are communicated to the appropriate manager.
9	Conduct, delegate, and administer related housekeeping duties, cleaning programs and/or project work.
10	Ensure assigned housekeeping team is meeting reactive and routine timelines as set out in the Project Agreement and/or on work orders.
11	Perform audits to determine if housekeeping team is meeting quality cleaning targets.
12	Ensure that all janitorial equipment is regularly cleaned, is in safe condition and maintained in good working order.
13	Maintain storage areas and cleaning equipment, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
14	Support and guide housekeeper of lower classifications when delivering their tasks.
15	Issue materials and equipment ensuring the correct economical use of all resources.
16	Workatronaly manage priorities and solve problems independently.
18	Report any hard surfaces or soft surfaces deficiencies to the help desk in a timely manner.
19	Ensure that staff present a professional image and positively represent the Company at all times.
20	Work overtime when required either as extended day, weekend or statutory holiday.
21	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department. Significant permanent changes in duties will require agreed revisions to be made to this Job Description.
4	



JOB DESCRIPTION

Updated August 13, 2015

Job Ti	tle	Light Duty Cleaner
Projec	t / Contract	YLW including Satellite Operations
Depar	tment / Service	FM Operations
Repor	ting To (Job Title)	Facilities Services Supervisor/Janitorial Lead Hand
Main Purpose of Job		Perform janitorial duties, minor maintenance and other miscellaneous duties in order to ensure that the facility is maintained in a healthy, safe and sanitary manner.
	Ma	ain Duties & Responsibilities
3	Fulfil Health & Safety res Company's Health & Saf	sponsibilities by adherence to the requirements of the fety Policy and Health & Safety Management Plans
2	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives	
3	Comply with the Company's Policies, Management Plans and Procedures	
4	Clean floors by vacuuming and mopping as needed.	
5	Clean washroom areas by washing and disinfecting all floors, toilets, sinks, counters and mirrors and replenishing toilet tissue and soap as required.	
6	Dust furniture, baseboards and fixtures. Wash all finger marks from walls, doors, hardware and glass.	
7	Empty all waste and recycling containers and place waste/recycling items in the appropriate outside storage bins.	
8	Maintain storage areas and cleaning equipment, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.	
9	Perform and/or report minor maintenance repairs to Help Desk.	

Work overtime when required either as extended day, weekend or bank holiday

SCHEDULE "D"

BENEFIT SUMMARY

Employee Life Insurance

\$50,000, reducing by 50% at age 65 and reducing

to \$5,000 at age 70

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your Life Insurance

Short Term Disability Income Benefits

Waiting Period

7 days

If you are hospitalized or have day surgery before the last day of the waiting period, benefits will begin on the day you are hospitalized or the surgery is

performed

Maximum Benefit Period

17 weeks

Amount

75% of your weekly earnings to a maximum of

\$1,000

Long Term Disability Income Benefits

Waiting Period

119 days

Amount

75% of your monthly earnings to a maximum

benefit of \$5,000

Healthcare

Covered expenses will not exceed customary charges

Deductible

Nil

Reimbursement Levels

Out-of-Country Care Expenses

- Emergency Care Expenses 100% -Non-Emergency Care Expenses 50%

In-Canada Prescription Drug and

Paramedical Expenses 80% All other Expenses 100%

Basic Expense Maximums

Hospital

Home Nursing Care

In-Canada Prescription Drugs

Hearing Aids

Custom-fitted Orthopedic Shoes

and Custom-made Food Orthotics

Myoelectric Arms

External Breast Prosthesis

Surgical Brassieres

Mechanical or Hydraulic Patient Lifters

Outdoor Wheelchair Ramps

Blood-glucose Monitoring Machines

Transcutaneous Nerve Stimulators

Extremity Pumps for Lymphedema Custom-made Compression Hose

Wigs for Cancer Patients

Chiropractors

Massage Therapists

Naturopaths
Osteopaths

Physiotherapists

Podiatrists

Psychologists/Social Workers

Out-Of-Country Care

Expense Maximums -Emergency Care

-Non-Emergency Care

Lifetime Healthcare Maximum

Vision Care

Dental care

Basic Coverage

Yearly Maximum Major coverage

Yearly Maximum

Semi-private room

\$10,000 each calendar year

\$5,000 each calendar year

\$500 every 5 years

\$300 every 12 months

\$10,000 per prosthesis

1 every 12 months

2 every 12 months

\$2000 per lifter once every 5 years

\$2,000 lifetime

1 every 4 years

\$700 lifetime

\$1,500 lifetime

2 pairs to a maximum of \$250 each calendar year

\$200 lifetime

\$500.00 each calendar year

Unlimited

\$50,000 lifetime

Unlimited

\$250.00 per family member per (2) two year

Plan A 80%

\$1,500.00 per person

Plan B 80%

\$1,000.00 per person