

COLLECTIVE AGREEMENT

between

SECURIGUARD SERVICES LIMITED

(Vancouver International Airport)

(The “Company”)



and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS



DISTRICT LODGE 140, LOCAL LODGE 16

(The “Union”)

Security Personnel Unit | AGREEMENT # 4

APRIL 1, 2019 - MARCH 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of the Agreement is to establish and maintain an orderly Collective Bargaining relationship between the Company and its employees, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration, or alleged violation of the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company recognizes the Union as the Bargaining Agent for Security employees as set out in the Certification issued by the Canada Industrial Relations Board, excluding Supervisors and those above the rank of Supervisor.

- 2.02** Employees who are not Members of the Bargaining Unit covered by this Collective Agreement shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Agreement.

A member of the Management team may perform Bargaining Unit work on an emergency, occasional washroom breaks and training basis only.

- 2.03** The word “employee” or “employees”, wherever used in the Agreement, shall mean respectively, an employee or employees in the Bargaining Unit described in Article 2.01.

2.04 The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any applicable Federal legislation, unless negotiated with an IAMAW Bargaining Agent. Otherwise any such agreement will be null and void.

ARTICLE 3 - UNION SECURITY

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

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

3.03 Upon written authorization from the Union, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the

tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as “Union Dues”.

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

- a) To hire employees and to direct the working forces, including the right to decide the number of employees needed or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
- b) To discipline or discharge employees for proper cause.
- c) To make and alter from time to time, rules

and regulations to be observed by all employees. The Company will endeavour to give the Union fourteen (14) days written notice of changes made to such rules and regulations.

The Company and the Union will meet and/ or discuss changes to rules and regulations prior to their commencement.

4.02 The Company agrees to exercise its Management's rights in a manner consistent with this Agreement, accordingly:

- a) The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.
- b) It is understood and agreed that all previous Agreements, whether oral or written, by and between, the Company and the Union are superseded by this Agreement.

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

ARTICLE 5 - UNION REPRESENTATION

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

- a) A Shop Steward Committee of not more than ten (10) Members who shall be

employees of the Company covered by this Agreement. However, no more than four (4) Members shall attend any meeting between Management and Union.

- b) A Negotiating Committee comprised of, at least, three (3) Members of whom one (1) shall be Chief Shop Steward, selected by the Union to act on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Company. As employees increase, the Committee should be comprised of one (1) representative for every fifty (50) employees.
- c) An Industrial Relations Committee comprised of a maximum of three (3) Shop Stewards (elected by the Shop Steward group) to meet quarterly (or as needed by mutual agreement) with Management representatives in order to address matters of concern regarding the Union Membership and day to day operations at the site.
- d) The Union will be given one (1) hour on the first day of the AVSEC course to privately address new employees.

5.02 The Members of the Shop, Negotiating, Health and Safety and Industrial Relations Committees shall be employees designated by the Union as outlined in Local Lodge 16 Bylaws or by Union discretion.

- a) The Union Negotiating Committee shall be granted the time off with pay during direct negotiations.
- b) The Company will grant a Leave of Absence, without pay, to Members of the Union's Negotiating committee for the purposes of preparation, provided the Company is given reasonable notice in writing.

5.03 The Union shall notify the Company in writing of the names of the employees who are Members of the Negotiating, Grievance and Industrial Relations Committees and the Company shall not be required to recognize them until so notified.

5.04 The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief Shop Steward and Local Lodge Executive of the functions provided by Article 5.01 hereof for settlement of a complaint or grievance, can commonly arise during his regulars scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

The Chief Shop Steward will receive two (2) days off from his regular scheduled shift per month to perform Union related business. The Company will pay the Chief Shop Steward his regular rate of pay.

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

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

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

Following the investigative meeting with the employee, the Company may remove the employee without pay, pending the completion of an investigation, provided the Company's investigation does not exceed four (4) days, as

outlined below. Should the Company's investigation exceed four (4) days, the employee shall be paid from the fifth (5th) day onwards, until such time as the Company completes their investigation and notifies the employee in writing of any determination with respect to disciplinary action to be taken.

Every effort will be made to present discipline during the employee's regularly scheduled shift and within four (4) days of the incidents giving rise to the discipline. All discipline shall be presented in private and out of public view. A Shop Steward who is present when any Member is presented with discipline will be provided reasonable time to counsel the Member, investigate and file a grievance as required, without loss of pay.

The Company will provide to the Union all documentation, evidence or particulars relied upon by the Company, prior to the issuance of discipline.

Note: A coaching meeting can take place without a Union representative however if requested by the employee a Union representative will be made available.

- 5.06** The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

ARTICLE 6 - NO DISCRIMINATION

- 6.01** The Union and its officials and Members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02** No employee shall be discriminated against by the Company nor suffer any loss of employment because of Membership or activity in the Union.
- 6.03** Where the word “he” is used in this Collective Agreement, it also means “she”.
- 6.04** The Company agrees to abide by the *Canada Labour Code* in all matters of personal and sexual harassment.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** The Company and the Union agree that it is the purpose of the grievance procedure to amicably settle any complaints and disagreements concerning the employees, the Union and the Company without so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 7.02** It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has

first given a member of the Management team the opportunity to deal informally with his complaint. The Company shall respond within four (4) days.

- 7.03** Should any difference arise between the Company and the Union as to the interpretation, application, administration, alleged violation of the provisions of the agreement or discipline that cannot be satisfactorily dealt with pursuant to Article 7.02, an earnest effort shall be made to settle such difference in the following manner. All timelines will be exclusive of Saturdays, Sundays and statutory holidays.

7.04 **STEP ONE**

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

7.05 **STEP TWO**

Within ten (10) days after the decision of Step One has been, or should have been given, an authorized Member of the Union shall present the written grievance to the Site Manager, or a person or persons designated by him to handle

such matters at Step Two. At the Step Two meeting, the Site Manager, or his designate, may be accompanied by the Director of Human Resources and such other assistants, as he so desires. The Site Manager, or his designate, shall give a decision in writing on behalf of the Company within ten (10) days immediately following the date of such meeting.

An authorized Union representative(s) and a member(s) of the Management team will meet at least once a month for the purpose of conducting Step Two grievances and Discipline Appeal hearings.

7.06 STEP THREE

Any unsettled disputes not resolved at Step Two or a grievance and/or appeal which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance and/or appeal shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance and/or appeal. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of the Step Three meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 8 of the Agreement.

- 7.07** The Company will notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure February 1st of each year, or more if needed.
- 7.08** Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 7 or Article 8 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.
- 7.09** Any and all the time limits set forth in Article 7 or Article 8 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

DISCIPLINE, DISMISSAL AND SUSPENSION

- 7.10** The Company agrees that after a grievance has been initiated by the Union, the Company's representative(s) will not attempt to settle the grievance or appeal either directly or indirectly with the aggrieved employee without consent of the Union Representative(s).

7.11 **Unsettled Disputes**

A grievance pursuant to Article 7.06 or Step Two which is not settled to the satisfaction of the parties be submitted by either party to arbitration within twenty-one (21) days. The grievance shall be deemed to be settled or

abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written Notice of Intent to submit the matter to arbitration.

- 7.12** Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.
- 7.13** If a suspension has been issued by the Company, the suspension will be delayed until such time as the appeal timelines have expired, the appeal has been settled, or determined by reference to arbitration.
- 7.14** Disciplinary suspensions will be served in conjunction with regular days off.

ARTICLE 8 - ARBITRATION

- 8.01** In the event that any grievance and/or appeal concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 7, the matter may then be referred to mediation by notice in writing by one party to the other within thirty (30) days from the decision of the Company under Article 7. The notice shall contain a copy of the grievance and/or appeal with the remedy sought. If the matter cannot be heard within

forty-five (45) calendar days after seeking mediation then the matter can be referred to arbitration by either party or expedited arbitration as per Article 8.09.

- 8.02** The recipient of the written notice, referred to in Article 8.01, shall confirm receipt of such notice in writing the other party, within ten (10) days after notice has been given.
- 8.03** All matters not resolved under Article 7 must first be dealt with in mediation as outlined in Article 8.01 and 8.02 before moving to arbitration or expedited arbitration.
- 8.04** Each grievance and/or appeal submitted to mediation or arbitration under Article 7.06 shall be heard separately unless otherwise mutually agreed to between the Company and the Union.
- 8.05** The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 8.06** If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee

without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any settlement agreed to by the parties or determined by the Arbitrator.

8.07 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 8, shall not be made the subject of another grievance.

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

8.09 If a grievance and/or appeal is not resolved after the mediation process, then the matter may be referred to expedited arbitration if mutually agreed to by the Company and the Union. If mutually agreed to expedited arbitration:

a) The process will be as follows:

1) All presentations are to be short and concise with:

i) Comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.

- ii) Limited use of precedential authorities.
- iii) Parties endeavouring to conclude cases within one (1) day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

2) Decisions will be:

- i) Rendered verbally to parties within three (3) days of hearing.
- ii) Confirmed, in writing, within two (2) calendar weeks of hearing at which time the decision will be applied by the Company, if necessary.
- iii) The written decision shall set forth a brief explanation of the facts and the terms of the Agreement and/or law, relied upon for the decision.
- iv) Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
- v) Binding on both parties.
- vi) Consistent with the terms of the Agreement.

3) Fees and expenses of the Arbitrators shall be shared equally by the parties.

- b) It is understood that changes to this procedure may be made at any time by

agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time:

- i) A brief of pertinent documents will be jointly presented to the Arbitrator.
- ii) If possible, a statement of agreed to facts will be jointly presented to the Arbitrator.
- iii) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- v) The Arbitrator will decide whether hearsay evidence and extrinsic evidence will be allowed to be entered as evidence. Hearsay and extrinsic evidence will be given the appropriate weight by the Arbitrator.
- vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- vii) Arguments will be presented only to

the points in issue.

- viii) Case authorities will be kept to a minimum and will go only to points at issue.
- ix) Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table. If mediation is not successful the Arbitrator will retain the authority to make a decision.

Note: For the term of this Collective Agreement, Corinn Bell will be the Arbitrator for expedited arbitration unless otherwise mutually agreed to between the Company and the Union.

8.10 If the parties are not agreeable to expedited arbitration then the matter may be referred to arbitration by notice in writing by one party to the other within thirty (30) days of the completion of the mediation process. The notice shall contain a copy of the Grievance or Appeal, the remedy sought and the name, address and phone number of the Arbitrator provided below:

Vince Ready

David McPhillips

Corinn Bell

8.11 The recipient of the written notice, referred to in Article 8.10, shall confirm receipt of such notice

in writing to the other party within ten (10) days after the notice has been given. Where the first Arbitrator named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

ARTICLE 9 - NO STRIKE - NO LOCKOUT

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

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

ARTICLE 10 - SENIORITY

10.01 The parties agree there shall be three (3) types

of seniority:

- i) Company seniority shall be the length of service at all locations of Securiguard.
- ii) Site seniority shall be the length of service working for the Company at YVR.
- iii) Classification seniority for an employee shall commence from the date of entry into a classification and shall not be transferable from one classification to another.

10.02 Termination of Seniority

Employee status and seniority shall both terminate when:

- a) An employee voluntarily terminates his employment.
- b) An employee is discharged for just cause.
- c) An employee retains seniority after lay-off for twelve (12) consecutive months or the length of their site seniority to a maximum of twenty-four (24) months.
- d) An employee fails to report for work after a recall from lay-off within seven (7) days of receipt of Notice of Recall. Such Notice to be sent by Registered Mail to the employee's last known address with the Company.
- e) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically

impossible to give such notice.

- f) On the second occurrence in a rolling calendar year, a part-time employee fails to work the required 51% of their scheduled shifts in a single month.

10.03 An employee who has not worked a shift within a Classification they have obtained seniority (Excluded: ACP) for a period of three (3) months, will be removed from that specific Classification Seniority List.

Note: It will be the Employee's responsibility to ensure they accept a shift within the Classification to remain active or notify the Company of their intention. Where no shifts have become available, the Company will schedule Employee for a shift, who has indicated their desire to remain in the Classification.

10.04 The Company will post a seniority list at three (3) month intervals and will provide the Union office and the Shop Committee with a copy. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have ten (10) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on Vacation or Sick Leave at the time of posting will have seven (7) days from their return to work to seek corrections.

Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

- 10.05** a) Where a new classification or department is established and an existing employee transfers to that classification or department, the employee's classification seniority will be at least three (3) days prior to any new hires from outside the Company.
- b) If the Company transfers more than one employee on the same day to the new classification or department, from other departments, their respective classification seniority will be determined by their Site seniority.

10.06 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If a Shop Steward cannot be present, any IAMAW Member in good standing can witness the draw. The draw will be held at the end of the Union's one (1) hour meeting with employees on the first day of their training program.

10.07 Any employee performing a temporary function that is outside the scope of this Agreement must not exceed one hundred twenty (120) days in a twelve (12) month period. Employees will continue to accrue seniority and salary progression during this period. Should the employee exceed one hundred twenty (120) days, he will forfeit all seniority. The calculation starts the first day of his acting assignment.

A written notification will be signed by the Company, Union and employee which will contain details of the temporary offer which will include dates, shifts, salary.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee until he has been employed for 560 hours or one hundred and twenty (120) calendar days, whichever comes sooner. The Company shall have the right to dismiss a probationary employee who lacks suitability for future employment.

Any person re-employed by the Company after having separated from his employment shall, when re-employed, again be a probationary employee as herein provided. A laid off employee or an employee on Leave of Absence who returns to work prior to losing

their seniority, will not again be a probationary employee should he return to work.

ARTICLE 12 - JOB POSTINGS

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

12.02 Employees, who are on Vacation or Sick Leave, (i.e., LTD, STD, Maternity, WCB, ICBC, or any other authorized Leave) can leave a contact number and the classifications they are interested in being notified of should those classifications be posted. The Company will call the employees on the first day of the posting and the employee will have until the close of posting to apply.

12.03 Information on Postings

- a) All job postings will indicate the following:
- date of posting and closing date of posting
 - work days and days off
 - pay rate
 - hours of work
 - start date of position

- number of positions

- b) For information purposes, the posting will state the hours of work, including the stop and start times.
- c) The hours of work, including stop and start times and days off, are subject to change consistent with operational requirements.

12.04 Within three (3) calendar days of the successful applicant being notified, the Company will post the name of the successful applicant in the same manner in which the vacancy or new job was posted.

12.05 The Company agrees to supply the Union with the names of all applicants for a vacancy or new position in the course of a grievance investigation, if so requested. The Company will provide the Union with a copy of all postings prior to posting in the workplace.

12.06 Job Posting Selection Process, Training and Probation

- a) In selecting the successful applicant(s) for a posting, classification seniority followed by site seniority will be the deciding factor where the senior employee has the ability to perform the job.
- b) All applicants will be administered the same test(s) which they must pass in order to qualify for the position.

- c) The Company will discuss with the Union any changes to the tests or qualifications required to enter a classification.
- d) The successful applicant(s) will be afforded the opportunity to complete all training for the position.
- e) An employee selected for the job posting will be given and have a probationary period of twenty (20) working days (excluding training) to prove his capabilities in the new assignment. The probationary period may be extended with mutual agreement between the Company and the Union.
- f) If an employee does not pass probation the employee will not be allowed to apply for the same position for a period of one (1) year from the date of the posting.
- g) If an employee does not pass an interview and/or applicable test(s) the employee will be allowed to apply for any subsequent job postings.

12.07 Vacancies of Less Than 60 Days

- a) If the vacancy is one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
 - i) In order of classification seniority, by employees who have indicated their interest to work additional hours, in

- writing, provided that they are qualified and have the ability to perform the work.
- ii) In order of site seniority, by employees who have indicated their interest to work additional hours, in writing, provided that they are qualified and have the ability to perform the work.
 - iii) If the application of this paragraph requires the Company to pay overtime to the employee transferring into the position, the proposed move need not be made.
- b) Where operational requirements make it necessary, the Company may make temporary appointments pending the posting and consideration of Bargaining Unit applicants pursuant to Article 12.01.

Vacancies of 60 Days or More

- a) If the vacancy is one that is expected to be sixty (60) days or more the position will be filled as follows:
 - i) In order of classification seniority by employees who currently hold a full-time position in the classification where the posting takes place, to a maximum of two (2) postings.
 - ii) In order of classification seniority by employees who currently hold a part-time position in the classification where

the posting takes place.

- iii) In order of site seniority by employees who have indicated interest in the position.

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

12.09 Any employee awarded a job posting will assume the equivalent or higher rate of pay in their new classification. If the rate of pay is lower than their current classification then they will receive the maximum rate of pay in his new classification.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 Should a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off by classification seniority and the qualifications to do the necessary work, within twenty-four (24) hours from the commencement of the work stoppage. In the event of a partial resumption of operations, the employees affected shall be recalled by classification seniority provided they are qualified to do the necessary work.

13.02 a) The Company has the right to lay-off

employees to the extent it determines necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority provided the remaining employees have the ability, and the certificates to perform the work.

- b) The Company agrees to inform the Union in the event of any lay-off and, if requested by the Union, meet to discuss displacement rights of the employee(s) including discussion of available mitigating possibilities.
- c) In the event of an operational change affecting at least ten percent (10%) of the Bargaining Unit the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.
- d) Employees shall receive at least fourteen (14) days notice of a lay-off.

13.03 Employees who have been laid off shall be listed according to classification seniority including the date of lay-off, and remain on the classification seniority list for recall for twelve (12) consecutive months or the length of their Site seniority to a maximum of twenty-four (24) months. If not recalled to work during that time, his name shall be removed from all seniority lists.

13.04 An employee recalled from a layoff will be done so by classification seniority.

13.05 Recall shall be by Registered Mail to the

address last filed by the employee with the Company. The Union shall receive a copy of each Letter of Recall. A laid-off employee with seniority must keep the Company informed of any change of address by Registered Mail or by electronic mail notification.

- 13.06** If within seven (7) working days after the date of receipt of Notice of Recall, an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date, an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

13.07 Displacement Rights

An employee will continue to maintain classification seniority they previously worked in, for the purpose of exercising displacement rights in the future. In the event of a lay-off, an employee who holds classification seniority in another classification, may exercise that seniority, should his seniority be sufficient and he is qualified, in order to bump the most junior employee in that classification.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01** After twelve (12) months of service, a request

for a Leave of Absence without pay will be considered by the Company upon two (2) weeks written notice and granted where permitted by operational requirements. Leaves can be granted and/or accumulated up to sixty (60) calendar days. Such leave, when granted, shall be without loss of seniority and with accrual of seniority. A copy of written notice and Company response will be provided to the Union prior to the commencement of the Leave.

Request for Leaves within the first twelve (12) months of service will be considered in extenuating circumstances (e.g. bereavement / compassionate grounds).

An employee will not engage in other gainful employment while on Leave of Absence without permission of the Company and the Union.

14.02 Upon written request from the Union, the Company shall not unreasonably deny a Leave of Absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of sixty (60) days in any calendar year for any such employee, except that Leave of Absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and training courses. In any event, such Leave of Absence shall be restricted at any one

time to a maximum of three (3) employees.

14.03 An employee accepting full-time employment with the District Lodge 140 of the Union, as a representative of the employees covered by this Agreement, shall be granted an unpaid Leave of Absence by the Company for the duration of their employment. An employee on a Leave of Absence for this purpose will continue to accrue seniority and Company service in accordance with all provisions of the Agreement. Any accrued Sick Leave and/or vacation earnings will be paid out at the commencement of the Leave and will not resume accrual until the employee returns from the unpaid Leave of Absence.

14.04 L.O.A. For Union Business

The Company will consider requests for Leaves of Absence, without pay, to up to two (2) employees for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union and, in the judgement of the Company, such Leave of Absence can be arranged without undue inconvenience to its operational requirements.

The Company will grant a Leave of Absence, without pay, to not more than two (2) Members

of the Grievance Committee for the purpose of preparing for arbitration under Article 8 provided the Company is given at least two (2) days advance notice in writing by the Union.

14.05 Leave for employees with child care responsibilities

Child Care Leave shall be granted in accordance with the Provisions of the *Canada Labour Code* to any employee with seniority as follows:

- a) As a consequence, natural mothers are entitled to Leave as per the *Canada Labour Code*.
- b) An employer is required to reinstate an employee to the position she held prior to the Leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.
- c) No employment decisions, whether pertaining to training, promotion, discipline, suspension, or dismissal, may take into account an employee's pregnancy or intention to take Child Care Leave.

14.06 Maternity Leave

Every employee is entitled to and shall be granted a Leave of Absence and the following rules shall apply for Maternity, Parental, Adoption, and Child Care Leaves:

- a) The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or training because the employee has applied for Leave under these Clauses.
- b) No employee can be laid off while on Leave under these Clauses. However, this shall not prevent the Company from laying-off active employees who are senior to him during his Leave of Absence under this Clause.
- c) Every employee who intends to take a Leave of Absence under these Clauses shall:
 - i) Give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given;
 - ii) Inform the Company in writing of the length of Leave intended to be taken.

Note: Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the Leave of Absence.

- d) The Company must inform, in writing, every employee who takes Leave under these Clauses of every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing and provide the Company with current contact information.
- e) Every employee who takes Leave under these Clauses is entitled to be reinstated

at the position that the employee occupied when the Leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location, subject to the provisions of Article 13.

- f) The health and disability benefits and seniority of any employee who takes, or is required to take, a Leave of Absence from employment under this Article shall accumulate during the entire period of the Leave.
- g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (f) above, the employee is responsible for and must pay on a monthly basis.
- h) For the purposes of calculating the pension and health and disability benefit of an employee the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- i) For the purposes of calculating benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than benefits referred to (f)

above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.

- j) Where an employee is pregnant, that employee is entitled to and shall be granted a Leave of Absence in accordance with applicable legislative provisions.
- k) In the case of a female employee applying for Leave under this Clause she shall provide the Company with a medical certificate stating the expected confinement date.
- l) The Company shall not require an employee to take a Leave of Absence because the employee is pregnant, however, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the Leave but the burden of providing this rests with the Company.
- m) If an employee is unable to work because of a pregnancy related or unrelated illness she shall be allowed to use her Sick Leave under this Agreement. This shall not be construed to mean that she shall be allowed Sick Leave while on Maternity or Child Care Leave.

14.07 Child Care Leave

When an employee has or will have the actual care and custody of a newborn child that

employee is entitled to and shall be granted a Leave of Absence in accordance with legislative provisions.

- a) In the case of a female employee:
 - On the expiration of any Leave of Absence taken by her under Clause 14.06;
 - On the day the child is born; or
 - On the day the child comes into her actual care and custody.
- b) In the case of a male employee:
 - On the day the child is born; or
 - On the day the child comes into his actual care and custody.
- c) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this Clause shall not exceed the maximum entitlement in accordance with applicable legislative provisions.

14.08 Adoption Leave

- a) Where an employee commences legal proceedings under the laws of a Province to adopt a child or obtains an order under the laws of a Province for the adoption of a child, that employee is entitled to and shall be granted a Leave of Absence from employment in accordance with applicable

legislative provisions commencing on the day the child comes into the employee's care.

- b) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this Clause shall not exceed the maximum entitlement in accordance with legislative provisions.

14.09 Bereavement

In the event of a death in the employee's immediate family, he would receive three (3) working days off with pay and an additional two (2) days unpaid to be taken at any time starting the day of the death and ending six (6) weeks after the memorial or funeral service. In addition, if the employee is notified while at work of death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any claimant is made under the terms of this section. In the event the death in the immediate family is outside Canada, the employee may have an additional seven (7) days Leave of Absence, without pay, to attend the funeral.

Note: Employee must have completed three (3) months of service to be eligible.

Immediate family is defined as husband, wife,

common-law spouse or partner, children, parents, legal guardian, brother, sister, grandparents, grandchildren, person lawfully in loco parentis and parent in-law.

14.10 Personal Leave

Employees are entitled to five (5) Family Care days as per the *Canada Labour Code* per calendar year, in which three (3) days will be paid.

ARTICLE 15 - POSTING NOTICES

15.01 A separate bulletin board will be provided by the Company for Union memos in the lunch-room. Copies of Union memos will also be put in the Operating binders.

Both parties will supply each other with advanced copies of any postings, other than those of a routine nature.

ARTICLE 16 - HOURS OF WORK & SCHEDULING

16.01 Continuous Operation

a) The work week shall provide for continuous operations from Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

b) An employee will not leave his workplace until relieved by his replacement on the oncoming shift, unless given permission to

leave by the Supervisor. The employee must notify the Supervisor should the replacement employee not report to work within a reasonable period of time.

16.02 Hours of Work

- a) The standard work week for full-time employees shall be forty (40) hours per week and eight (8) hours a day which includes an unpaid meal break of one-half (1/2) hour. This standard work week will be five (5) consecutive work days followed by two (2) consecutive days off.
- b) The full-time standard work week in (a) may be amended as follows:
 - i) Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; half (1/2) hour meal breaks will be unpaid;
 - ii) Four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off; half (1/2) hour meal breaks will be paid.
 - iii) 4x3x3x4 shift pattern consisting of twelve (12) hour consecutive days on and days off. Half (1/2) hour meal breaks will be paid.
 - iv) Or any other shift schedule as is mutually agreed to by the parties.

- c) Meal periods, which will be scheduled as close to the middle of the shift as possible, will not be considered as time worked for an eight (8) or ten (10) hour day, unless the employee is scheduled to be on-call during the meal period.
- d) The Company must continue the present practice of ensuring each employee receives one (1), fifteen (15) minute break in each half of their shift. The fifteen (15) minute break will not occur during the first or last hour of the shift unless agreed to by the employee. This will be a grievable matter if the practice is not continued on a regular basis.
- e) The order in which employees will bid shifts will be determined by full-time classification seniority followed by part-time classification seniority. Full-time employees must bid a shift in their current classification. Part-time employees may only bid a shift for which they hold classification seniority.
- f) Occasionally the Company may be required to adjust an employee's post based on operational requirements but cannot change the work hours or days off.

16.03 Joint Shift Committee

- a) It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties.

- b) The Joint shift committee will consist of one (1) member from Management and the Chief Shop Steward or his designate.
- c) The Joint shift committee will meet together to discuss shift alterations and come to an agreement prior to posting of the shift schedule.
- d) Should the parties not reach an agreement then the schedule issues will be escalated to the General Manager and General Chairperson so that a decision can be made.
- e) The Company has the final decision on the shifts, however the decision is subject to the grievance procedure.

16.04 Shift Bid

- a) The shift bid process will take place twice (2x) per year with schedules to be implemented within the first week of May and the first week of November of each year.
- b) The Joint Shift Committee will post the final shift proposal for a minimum of seven (7) calendar days.
- c) The Joint Shift Committee will conduct a shift bid following the posting of the final shift proposal as stated in 16.03 (b).
- d) The Joint Shift Committee will post the shift awards at least seven (7) calendar days prior to the schedule's effective date.

- e) Employees will have the opportunity to bid by paper, email, phone, and or in person.
- f) Employees that miss their bid will be assigned a shift at the end of the bid process.

Note: Once the shift bid process has been concluded, any additional part-time shifts will be distributed based on the employees availability forms and then in order of Classification Seniority.

16.05 Once the shift has been posted and bid there will be no changes.

There shall be a minimum of eight (8) consecutive hours off duty between the completion of one work shift and the commencement of the next.

16.06 The minimum scheduled shift for part-time employees shall be four (4) hours.

16.07 The full-time complement in all classifications will be determined by the Company. It is agreed that where, in a classification, there is an eight (8) consecutive hour requirement for five (5) days on a shift, or a ten (10) consecutive hour requirement for four (4) days on a shift, or a twelve (12) consecutive hour requirement for four (4) days on a shift, that the Company must make every effort to make this a full-time position.

16.08 Availability

- a) Part-time employees will submit an Availability Form to the Company.
- b) Submitted Availability Forms will take effect fourteen (14) days after being submitted.
- c) Submitted Availability Forms will remain in effect until updated by the employee.

When a part-time employee is available (as per their submitted Availability Form) and declines three (3) shifts during a ninety (90) day period, he will be bypassed for any future available shifts for a period of thirty (30) days.

When a full-time employee indicates by signing the Overtime Book that they are available to work and declines a shift three (3) times within a ninety (90) day period, he will not be permitted to sign the Overtime Book for sixty (60) days.

The penalties describe in this Article for declining a shift do not apply when the employee is on a legitimate absence.

ARTICLE 17 - SHIFT TRADE POLICY

- 17.01**
- a) If an employee, on his days off, agrees to work for another employee's shift, that employee shall be paid his normal wage for that day.
 - b) Both employees must sign a "shift change sheet" and submit to Management for approval twenty-four (24) hours prior to the

commencement of the shift. Management will not unreasonably disallow approval.

- c) The employee signing to work that shift is responsible for that shift.
- d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the shift trade, or after the shift trade.
- e) Employees must work at least fifty one percent (51%) of their scheduled shifts in a quarter. The quarters will start on January, April, July, and October of each calendar year.

ARTICLE 18 - OVERTIME

The Company and Union agree that all overtime will be voluntary with the following exception. When employees are requested to work overtime because of irregular operation beyond their normal shift it shall not exceed three (3) hours.

Definitions

Advanced Overtime Schedule

Any overtime that is known more than seventy two (72) hours notice. (i.e. Vacation, Leave of Absence, Open Shifts)

Short Notice Overtime

Any overtime less than seventy two (72) hours

notice except on long weekends notice ninety-six (96) hours.

18.01 Advanced Overtime Scheduling Procedure

The Operations Coordinator – Scheduling will, use the following procedure dealing with Advanced Overtime Scheduling of overtime.

- 1) Each Monday a list of shifts that are required to be covered two (2) weeks in advance (i.e. September 2 will create for Week of September 15 to 21).
- 2) Contact employee(s) by email. The employee(s) will have twenty-four (24) hours to respond. The Company will award shifts within seventy two (72) hours.
- 3) Create a list of remaining shifts that require to be covered by overtime.
- 4) Send email to ALL employees within the Classification Seniority listing the available shifts that require to be covered by overtime. Employees will have twenty-four (24) hours to respond. The Company will award shifts within seventy two (72) hours.
- 5) Where a shift remains uncovered, then additional contact will be made by email and telephone communication, based on Classification Seniority listing. Note, there will not be a waiting period between contacting employees and shifts will be awarded based

on the first employee to accept.

18.02 Short Notice Overtime Scheduling

The Operations Coordinator – Scheduling and/or designated person will use the following procedure to schedule Short Notice Overtime:

- 1) Contact employee(s) that are listed in the Overtime Book by telephone.
- 2) Contact employees(s) in order Classification Seniority by telephone. Note: There will not be a waiting period between contacting employees and shifts will be awarded based on the first employee to accept.

Note: Overtime awarded due to client request or project may be cancelled with a minimum of forty eight (48) hours notice. This type of overtime will be communicated to the employees at the time of canvassing. All other overtime awarded cannot be cancelled.

18.03 In the event of overtime requiring additional shifts, such overtime will be offered by classification and seniority as per 18.01 & 18.02.

18.04 All hours worked in excess of the scheduled hours of work referred to in Article 16.02 shall be paid at the rate of one and one-half (1-1/2) times the employee's regular basic hourly rate. Paid lunch periods shall not be included in the computation of standard hours of work referred to in Article 16.02.

- 18.05** If any employee is required to work unscheduled overtime, of which he is not notified in advance of commencement of his regular shift, and the employee works beyond three (3) hours overtime, the employee shall receive a food voucher with a value of ten dollars (\$10.00) provided by the Company on the same day as hours worked.
- 18.06** Any hours worked in excess of sixteen (16) hours for emergency purposes in a twenty-four (24) hour period will be paid at the rate of two times (2x) his regular rate of pay.
- 18.07** Any employee bypassed for overtime when the Company does not canvass the employees as stipulated in Article 18 then the affected employee will be paid the applicable overtime rate(s) for the length of the shift he was bypassed. The number of eligible bypasses will be limited to the number of overtime shifts made available by the Company for which bypasses occurred.

18.08 Time Bank

Employees will be allowed to bank all overtime hours including statutory holidays at the applicable rates. This overtime bank will be administered by the Company.

The employee must indicate, in writing to the Company, the hours they wish to bank before payroll cut-off.

Upon notification to the Company employees can have their banked hours paid out on the next regular pay period provided notification is given prior to payroll cut-off; or, the employee can use their banked hours for time off at the discretion of the Company. Time off must be in full day increments.

The number of hours an employee can bank is limited to forty-eight (48) hours.

ARTICLE 19 - CLASSIFICATION

19.01 Job Descriptions

- a) The Company shall draw up job descriptions for all classifications in the Bargaining Unit. Job descriptions shall contain the job title, qualifications, a general statement of duties and responsibilities, the wage level of the job and the date prepared.
- b) The Union will be given copies of all job descriptions and have sixty (60) calendar days to file an objection.
- c) In the case of a newly created job or classification, the Company will draft a new description and meet with the Union to discuss appropriate remuneration.
- d) If an agreement cannot be reached on a job description the issue(s) may be submitted to arbitration. The arbitrator shall decide on

the issue based on the relationship of the job description for the new classification to existing classifications in the Bargaining Unit.

- e) If an employee or the Union considers there has been a significant change to their job or classification, the parties will meet to discuss the matter. The Union may initiate a grievance at Step Two of the grievance procedure. The arbitrator shall decide on the issues based on the relationship of the job description of the new classification to existing classifications in the Bargaining Unit.
- f) Any decision to adjust the wage rate, either by the parties or the Board, shall be retro-active to the date the grievance was filed.

19.02 Employees temporarily assigned to a higher classification for a minimum of one-half (1/2) hour shall receive the higher rate for all time worked in the higher classification.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following Statutory Holidays shall be observed:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Note: Observation of BC Day will commence in the year 2022, as well 20.04 will be reduced from fifteen (15) days to eight (8) days effective April 1, 2022.

- 20.02** In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent in hours of his regularly scheduled shift, whichever is greater.
- 20.03** An employee who works on a Statutory Holiday will be paid at one and one-half (1-1/2) their regular rate of pay for the hours worked in addition to the paid Statutory Holiday. Any hours worked by a full-time employee on a paid holiday beyond his regular shift or in excess of the regular weekly hours will be paid at the rate of twice (x2) his regular rate of pay.
- 20.04** Part-time employees are required to work fifteen (15) of the last thirty (30) days preceding the Statutory Holiday in order to qualify for the Statutory Holiday.

All full-time employees on active payroll qualify for the Statutory Holiday Benefit. Full-time employees that would not receive the benefit are those that are on LTD, Maternity, WCB, LOA, Child Care Leave, or Adoption Leave.

ARTICLE 21 - ANNUAL VACATION & VACATION PAY ENTITLEMENT

21.01 All employees shall receive vacations with pay in accordance with the following chart:

YEARS OF SERVICE AT DECEMBER 31	VACATION ENTITLEMENT	VACATION PAY
0 to 1	1 Day Per Calendar Month UP TO A MAXIMUM OF 10 DAYS	4%
1 to 5	2 weeks	4%
5 to 10	3 weeks	6%
10 or more	4 weeks	8%

The chart below will take effect April 1, 2022

YEARS OF SERVICE	VACATION ENTITLEMENT	VACATION PAY
0 to 1	1 Day Per Calendar Month UP TO A MAXIMUM OF 10 DAYS	4%
1 to 5	2 weeks	4%
5 to 10	3 weeks	6%
10 or more	4 weeks	8%
15 or more	5 weeks	10%

21.02 Vacation Year means the twelve (12) month period between January 1st and December 31st.

21.03 Vacation Bidding

A vacation list will begin circulation by October 15th in every year so that employees may select

their vacation period for the following year. Employees shall be given preference for vacation selection in classification seniority order. All employees will be required to indicate their first choice by no later than November 1st, their second choice by no later than November 15th, their third choice by no later than November 30th and their fourth choice and subsequent choices by December 15th. The approved vacation list shall be posted by no later than January 1st of the following year.

- (a) Employees may split their vacation entitlement into minimum one (1) – week segments.
- (b) Bid vacation periods will not be altered after having been approved without local agreement between the Company and the Union.
- (c) An employee who is unable to commence or complete his scheduled vacation period due to injury or illness, including Workers' Compensation, shall be awarded a new vacation period upon return to duty. The employee must provide a doctor's certificate to verify all absences under this Article.
- (d) An employee who is bumped or elects to displace in accordance with Article 13 shall retain his vacation selection.
 - 1. On October 1st of each year, the Company will post a bulletin listing employees in order of classification seniority and

showing each employee's total vacation entitlement for the upcoming vacation year.

2. Prior to October 1st of each year, the Company and Union will meet to establish the vacation ratio for each week of the upcoming vacation year. The minimum ratio will be established by calculating the total weeks of vacation entitlement, divided by fifty-two (52) weeks, rounded to the next whole number.
3. The vacation entitlements and vacation ratios will be posted in the Lunchroom and on Ehub, no later than October 15th of each year.
4. The Company will have vacation selection forms available by October 15th of each calendar year.
5. Pursuant to Clause 22.02 (a), employees may split their vacation entitlement into blocks of not less than one (1) week. In such cases, an employee's first preference will be in order of classification seniority with the awarding of his/her subsequent preferences occurring after all other employees have made their selection in each selection round. These subsequent preferences will continue to be awarded in order of classification seniority.
6. Vacation bidding will be conducted

in four (4) separate rounds. In each round, an employee may bid consecutive weeks and are not permitted to bid multiple non-consecutive weeks. Employees are encouraged to submit alternate selections in each round, in case their selection is not available. For example, John DOE submits his Round 1 vacation selection form with his first choice being Weeks 18 and 19 and his second choice being Weeks 19 & 20. Week 18 is not available to John Doe, but Weeks 19 & 20 are available. John DOE is awarded Weeks 19 and 20.

7. Employees are required to submit their vacation forms either by email to or by delivering the form to the YVR Branch Office by the following dates;

Round 1 – Not later than November 1st

Round 2 – Not later than November 15th

Round 3 – Not later than November 30th

Round 4 – Not later than December 15th

Any employee on vacation and/or approved leave, as per the Collective Agreement, during the vacation selection process, will be emailed the vacation schedule and vacation selection form, prior to the commencement of each vacation selection round.

8. The Company will post the approved vacation schedule in the Lunchroom and on Ehub, following the completion of each selection round, with a copy to the Union, as follows:

Round 1 – November 2nd

Round 2 – November 16th

Round 3 – December 1st

The final approved vacation schedule shall be posted by the Company, in the Lunchroom and on Ehub, no later than January 1st of the following year. A copy will be provided to the Union.

9. The Company will post an up-to-date version of the vacation schedule on the first of each month, in the Lunchroom and on Ehub.
10. Any employee absent on vacation and/or approved leave, as per the Collective Agreement, during the vacation selection process will be emailed the vacation schedule and vacation selection form, pursuant to item(s) 7 & 8 above. Employees will be responsible for submitting their vacation selection forms by the required submission dates.
11. Any employee not bidding their full vacation entitlement during the vacation

selection process, may request any un-bid vacation with two (2) weeks' written notice to the Company on a first come first serve basis and based on availability of open vacation positions within classification.

12. Any employee may cancel their scheduled vacation provided they submit written notice, two (2) weeks prior to their vacation commencement. If their vacation has already been assigned to another employee, then the employee will be able to apply on open shifts only during his original vacation time.
13. When an employee cancels scheduled vacation during the period between July 1st and August 31st, the Company will send an email notification to all employees, informing them of the available vacation week(s). Employees will have three (3) business days from the date of notification to apply for the available vacation week(s). The vacation will be awarded in order of classification seniority.
14. Employees will not be permitted to trade vacation selections with other employees.

21.04 Vacations will be bid separately for each

classification and will be in conjunction with regular days off.

21.05 All employees will receive their outstanding vacation pay on the second regular pay day in January each year calculated up to the end of the preceding calendar year.

In lieu of vacation and with written notification to the Company, employees may withdraw accrued vacation entitlements for pay which will be paid out in the following administrative pay period.

All employees will be required to take their vacation entitlements during the vacation year.

21.06 Any employee not bidding their full vacation allotment during the vacation bid process will be allowed to request any un-bid vacation time as long as two (2) weeks of notice is given to the Company on a first come first serve basis.

Any employee may cancel their scheduled vacation provided they submit written notice two (1) weeks prior to their vacation commencement.

The Company will provide a copy of the vacation bid to the Union.

ARTICLE 22 - HUMAN RIGHTS

22.01 The Company and the Union recognize the right of employees to work in a harassment free environment and are committed to providing

a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

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

a) **Discrimination/Harassment Prohibited**

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

b) **Sexual Harassment**

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

22.02 Complaint Procedure

Any complaint involving allegations of discrimination or harassment, as defined in Article 22.01 may be reported in confidence directly to the Labour Relations Manager and the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward; both the Company and the Union must be made aware of the complaint in writing.

The Labour Relations Manager or his designate will commence the investigation into the complaint within three (3) business days of receipt of the complaint. A Union representative, designated by the Bargaining Agent will be present, while the complaint is investigated in a fair and impartial manner that protects the privacy interests of all involved – the accused offender as well as the complainant. At the Union's request the Company will meet with the Union and keep them informed of the investigation.

The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations.

The Company will take actions it considers appropriate to resolve the complaint and

commits to investigate complaints in a timely manner. Both the complainant and the accused offender will be provided with the investigation findings in writing within ten (10) days, following the conclusion of the investigation.

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

22.04 The parties recognize that the Duty to Accommodate applies to Article 22.01 (a) and (b).

22.05 The Union retains the right to file a grievance under Article 7 and failing resolution of the grievance, the Union may pursue the matter.

22.06 Transfer of Harasser

Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Industrial Health and Safety Regulations (I.H.S.R.) policies, practices and

procedures, all of which promote and maintain a safe and healthy workplace.

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

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

23.04 A Health and Safety Committee shall be established in accordance with Federal Regulations including:

- a) Not fewer than four (4) regular Members, employed at the operation and experienced in the types of work carried on at the operation; and
- b) Membership chosen by and representing the workers and the Company. In no case shall the Company's Representatives outnumber those of the workers; and
- c) A Chairman and a Secretary elected from and by the Members of the Committee; and
- d) Where the Chairman is a Company member the Secretary shall be a worker and vice versa.

23.05 Reporting of Unsafe Conditions

- a) Employees shall immediately report to their Supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall

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

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

ARTICLE 24 - HEALTH BENEFITS

24.01 The cost of premiums associated with the Health and Welfare Benefit Plan shall be equally shared between the Company and the employee. The employee share of premium costs will be paid by the employee through payroll deduction.

Effective the first of the month following six (6) calendar months of service, based on date of hire and inclusive of past service, an employee will be enrolled in the Health and Welfare Benefit Plan.

The cost of premiums for Life Insurance and Accidental Death and Dismemberment will be paid by the employee, through payroll deduction.

It is further understood by both parties that the Company shall have full trusteeship of the Benefit Plan and that the present benefit level will be maintained, as provided in the current schedule of benefits at the date of ratification, unless otherwise agreed.

24.02 In the event an employee is absent due to layoff, the Company will continue to pay all premiums associated with the benefit coverage outlined in Clause 24.01, unless the employee does not pay the employee's contributions, if any, within a period not exceeding sixty (60) calendar days.

In the event an employee is absent due to illness, non-occupational injury or leave in accordance with the *Canada Labour Code*, the Company will continue to pay all premiums associated with the benefit coverage outlined in Clause 24.01 on behalf of the employee, for a maximum of six (6) months, unless the employee does not pay the employee's contributions, if any, within a period not exceeding sixty (60) calendar days.

The Company will continue to maintain coverage and pay all premiums associated with Clause 24.01 for the duration of any absence due to occupational injury or jury duty.

ARTICLE 25 - UNIFORMS

25.01 Uniforms

Item	Quantity Full-time	Quantity Part-time
Shirts	5	3
Safety Vest	1	1
Jacket	1	1
Vest Jacket	1	1
Hat (outside posts only)	1	1
Pants	2	2
Tie	1	1
Toque (outside posts only)	1	1

Note: Any safety equipment required to perform a job function covered by this Collective Agreement will be provided for the employee by the Company.

Note: Outside posts are not required to wear a tie for summer. When a tie is not worn, it is permissible for the employee to have only the top button of their shirt undone

Note: The employees are entitled to three (3) new shirts per year while maintaining a maximum personal inventory of five (5).

ARTICLE 26 - SICK DAYS

26.01 If requested by the Company employees will be required to provide a doctor's note after three (3) consecutive days of absence due to illness or injury. The Company will be responsible for the cost of the note up to fifty dollars (\$50).

ARTICLE 27 - TRAINING

27.01 AVSEC Recertification

- Employees will be issued the training packages a minimum of fourteen (14) days prior to the test.
- On the date of the test, there will be a two (2) hour review class prior to the test.
- The recertification test will be offered twice a month, every two (2) weeks.
- It will be the responsibility of the employer to schedule a training and test date.
- Should an employee be disqualified from an AVSEC qualified position for a year as a result of failing AVSEC, they will remain on the seniority list. Should an employee be disqualified for a second consecutive year, they will be permanently disqualified from any position requiring the AVSEC Certification.

ARTICLE 28 - LICENSES AND CERTIFICATES

28.01 Starting January 01, 2015 the Company will

pay the renewal cost for all employees' British Columbia Security Worker License.

ARTICLE 29 - PARKING

29.01 Securiguard will provide parking compensation, effective April 1, 2020, for posted (through Shift Bid) full-time and part-time employees. An employee must declare at the time of Shift Bid (May and November) which option they select, and this selection cannot be changed outside of these time frames.

a) **YVRAA Employee Parking**

If an employee selects to park in the designated employee parking identified by Vancouver Airport Authority, the Company will pay \$35.00 per month towards to the cost. The remainder of the cost will be recovered through payroll deduction.

b) **Securiguard Employee Parking**

If any employee selects to park in the allocated employee parking identified by Securiguard, the employee may park their vehicle while on shift at no cost to the employee.

Note: Employees that have parking provided at their current post will not be entitled to this parking benefit and will continue to have their parking provided for the life of this agreement.

Employees participating in the Part-Time Shift Bid (Monthly) who are scheduled 16+ hours per month will be eligible for parking compensation. Securiguard will retro pay this cost the following month. The onus will be on the employee to cancel their parking for the month if they do not meet the minimum 16 hours per month.

ARTICLE 30 - RENEWAL, AMENDMENT, AND TERMINATION

- 30.01** Except as otherwise provided herein, this Agreement shall be effective from April 1, 2019 until March 31, 2023 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.
- 30.02** If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

APPENDIX A - WAGE SCALE

APRIL 1, 2019 - MARCH 31, 2023

Classification	Level	APR	APR	APR	APR	APR
		01/18 -MAR 31/19	01/19 -MAR 31/20	01/20 -MAR 31/21	01/21 - MAR 31/22	01/22 - MAR 31/23
Security Operations Center AVSEC Patroller	1	\$19.87	\$20.47	\$21.08	\$21.71	\$22.36
	2	\$21.00	\$21.63	\$22.28	\$22.95	\$23.64
	3	\$22.13	\$22.79	\$23.48	\$24.18	\$24.91
	4	\$23.27	\$23.97	\$24.69	\$25.43	\$26.19
Access Control Point Link and Swing Parking Patroller Screening	1	\$14.31	\$14.74	\$15.18	\$15.64	\$16.11
	2	\$15.66	\$16.13	\$16.61	\$17.11	\$17.63
	3	\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
	4	\$18.33	\$18.88	\$19.45	\$20.03	\$20.63
Access Control Office (ACO)	1	\$17.10	\$17.61	\$18.14	\$18.69	\$19.25
	2	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87
	3	\$19.97	\$20.57	\$21.19	\$21.82	\$22.48
	4	\$21.40	\$22.04	\$22.70	\$23.38	\$24.09
K9	1	\$24.45	\$25.18	\$25.94	\$26.72	\$27.52
	2	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	3	\$25.63	\$26.40	\$27.19	\$28.01	\$28.85
	4	\$26.34	\$27.13	\$27.94	\$28.78	\$29.65
Training	1	\$14.16	\$14.58	\$15.02	\$15.47	\$15.94

Note: The current classification rate of pay for the employee will apply for all training.

Notes: 3% wage increase per year from the adjusted wage rates after cola was added. Retro will be paid back to April 1, 2019.

Signing Bonus for all employees at date of ratification \$500.00 for Full Time, \$250.00 for Part Time.

Hourly Increments:

Level 1: 0-1000 hours

Level 2: 1001-2000 hours

Level 3: 2001-3000 hours

Level 4: 3001 hours +

Note: An employee that is awarded a job posting to a new classification must work 1000 hours in that classification before moving to the next pay level.

Premium Pay for Trainers - \$3.00 per hour.

MEMORANDUM OF AGREEMENT # 1 **CANINE HANDLERS**

All provisions of the Collective Agreement apply with the following exceptions or changes. The following will apply to the Canine Handlers only:

Article 16 – Hours of Work & Scheduling

16.08 YVR owned Canine

An Employee who has validated with a YVR owned Canine must bid and fulfil a full-time line, through the Shift Bid Process.

Article 18 – Canine Handlers

18.10 YVR owned Canine

Where the Company determines that overtime is needed for the YVR Commercial Contract, the overtime shift will be filled in the following order:

- a) Classification Seniority order of employees signed up in the daily overtime book, for those Employees who have a YVR Canine.
- b) Classification Seniority List, for those Employees who have a YVR Canine.
- c) Classification Seniority List.

Where the Company determines that overtime is needed for any other canine contract at YVR, the overtime shift will be filled in the following order:

- a) Classification Seniority order of employees signed up in the daily overtime book, for those employees who do not have a YVR Canine.

- b) Classification Seniority List, for those employees who do not have a YVR Canine.

Article 25 – Uniforms

The Company will provide the following uniforms to employees classified in the K-9 unit.

The Canine Handlers are entitled to three (3) new shirts and three (3) pairs of pants per year, while maintaining a maximum inventory of five (5).

Plus

1 – Safety Vest (Every 2 years or as replacement required)

1 – Jacket

Boot Allowance

\$200 per calendar year

Article 27 - Training

The parties agree that all training will be conducted during their scheduled shifts. Should there be an instance where the training cannot be provided during the scheduled shift then the following can be applied:

- a) The Company can adjust the scheduled start time by a maximum of 2 hours either before or after the schedule start time with forty-eight (48) hours' notice unless mutually agreed upon by the Employee, Union and Company.
- b) The Company can schedule training on

an employee's regular day off with at least seven (7) notice, Full-Time employees will be paid at double time rates, while Part-Time employees will receive regular pay, unless he/she has worked more that forty (40) hours for the week, in which he/she will be paid at double time rate.

Article 30 - Dog Sick

Should the canine become sick and unable to work under no circumstances will the Canine Handler lose pay. The Canine Handler will be required to attend work and may be assigned other duties cover under this collective agreement with no adverse effect on the members in the classifications as assigned by Management.

If the canine is unable to work for any other reason than above the Company will accommodate the Canine Handler on a temporary basis for a minimum of thirty (30) days before using a layoff notice. The Canine Handler will be red circled and could be assigned work outside the YVR.

Allowances

\$80 per pay period covers grooming in home, care of dog outside the working hours and small incidental items such as shampoo, cleaning supplies, poop bags and treats.

Expenses

The Company will reimburse expenses for dog such

as but not limited to food, veterinary expenses, special needs or care that may be required, kennels, collars, harnesses, leashes and toys.

Off Time

Should the dog require to be taken to the vet or require special treatment (i.e. Specialist) that cannot be conducted on scheduled shift then the Handler will be compensated at overtime rates, if it exceeds two (2) hours.

Appendix “B”

Vehicle Cleaning

The Company will have the vehicles cleaned on a bi-weekly basis and provided cleaning supplies for regular daily cleaning which will be done by the handlers.

Parking

Parking paid one hundred percent (100%) by the Company.

Lockers

The Company will provide a locker for each handler.

MEMORANDUM OF AGREEMENT # 2
SCREENING CLASSIFICATION SENIORITY

Currently, we have multiple Classification Seniority lists for each of the following Screening Contracts held help by Securiguard Services Limited:

- a) Cathay Pacific
- b) Philippines
- c) British Airways
- d) Korean – Passenger
- e) Korean – Cargo
- f) Lufthansa and
- g) Edelweiss

All employees have a seniority date in one (1) or more of the above Classification Seniority lists, dependent on the first date they worked for said airline.

Effective, upon ratification of this Memorandum of Agreement each of the above individual Classification Seniority lists listed above, will be consolidated into a single Classification Seniority for Screening.

An employee's new Classification Seniority for Screening date will be determined by his/her earliest date on the above-mentioned Classification Seniority lists, if the employee has multiple different dates. Where two (2) or more employees have the same date, then Site Seniority will be used to determine who will be higher in seniority.

Employees will bid their shifts based on the new seniority list and should an employee bid an airline in which he doesn't have the qualification then the Company will provide the training.

MEMORANDUM OF AGREEMENT # 3

PART TIME SHIFTS

All provisions of the Collective Agreement apply with the following exceptions or changes. The following will apply to the Part Time only:

- 1) This process will take place at the start of the spring shift bid in 2020.
- 2) Part Time employees will bid a minimum of two (2) shifts per month unless hours are unavailable.
- 3) Shifts will be bid on a monthly basis two weeks before implementation.
- 4) Shifts will be bid on a seniority basis.
- 5) Employees will be permitted to bid a maximum of thirty two (32) hours per week in the first round and if there are available shifts after the bid then employees will have the ability to bid up to forty (40) hours.
- 6) The parties agree that this will be reviewed on a yearly basis (March) and either party will be able to cancel at that time.
- 7) This MOA is in effective for the duration of this collective agreement only.

LETTER OF UNDERSTANDING # 1
OUT OF SCOPE

The parties agree that there may be times in the operation that require a non-unionized K-9 handler to perform work at YVR.

The Company will meet with the Union prior to assigning any non-unionized staff to perform the work. All avenues must be exhausted within the unionized staff first.

The scheduling of non-unionized staff be limited to vacation and sick coverage unless mutually agreed to by the parties.

Any non-unionized staff performing work will be paid according to the scale in the Collective Agreement. Under no circumstances will an hourly non-unionized employee be paid higher rates than the current staff.

IN WITNESS WHEREOF the parties have executed and SIGNED this Agreement at:

Vancouver, BRITISH COLUMBIA, this 29th day of November, 2019.

For the Company:



Lorna Clamp

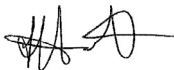


Richard LaForge



Stuart Drysdale

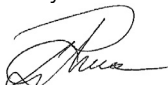
For the Union:



Todd Haverstock



Fady Bestawros



Cristian Gherman



Leo Mendonca



Ashok Narsih



TRANSPORATION DISTRICT 140