

**COLLECTIVE AGREEMENT**

*Between:*

**AEROGUARD COMPANY LTD.**

*And:*

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS  
TRANSPORTATION DISTRICT 140  
(Local Lodge 16)**

**TERM OF AGREEMENT**

**SEPTEMBER 1, 2001 – DECEMBER 31, 2004**



# **INDEX**

|              |                                     |    |
|--------------|-------------------------------------|----|
| Article 1    | Purpose                             | 1  |
| Article 2    | Scope and Recognition               | 1  |
| Article 3    | Union Security                      | 2  |
| Article 4    | Management Rights                   | 3  |
| Article 5    | Union Representation                | 4  |
| Article 6    | Grievance Procedure                 | 7  |
| Article 7    | Arbitration                         | 11 |
| Article 8    | No Strike - No Lockout              | 13 |
| Article 9    | Seniority                           | 14 |
| Article 10   | Probationary Employees              | 16 |
| Article 11   | Reduction in Force                  | 16 |
| Article 12   | Transfers                           | 17 |
| Article 13   | Leave of Absence                    | 19 |
| Article 14   | Bereavement Leave                   | 20 |
| Article 15   | Leave of Absence for Union Business | 22 |
| Article 16   | Maternity Leave                     | 23 |
| Article 17   | Hours of Work and Overtime          | 24 |
| Article 18   | Vacation with Pay                   | 29 |
| Article 19   | Paid Holidays                       | 31 |
| Article 20   | Wages                               | 33 |
| Article 21   | Fringe Benefits                     | 33 |
| Article 22   | Bulletin Board                      | 36 |
| Article 23   | Notices                             | 37 |
| Article 24   | Interpretation                      | 38 |
| Article 25   | Human Rights                        | 38 |
| Article 26   | Health and Safety                   | 41 |
| Article 27   | Term                                | 43 |
| Appendix "A" | Wage Rates                          | 45 |
| Appendix "B" | Agents-in-Charge                    | 46 |

## **ARTICLE 1 – PURPOSE**

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

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

- 2.01 The Company recognizes the Union as the Bargaining Agent for all pre-board screening employees of the Company working in British Columbia governed by federal jurisdiction, excluding supervisors and those above.

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

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

## **ARTICLE 3 - UNION SECURITY**

- 3.01** Membership in the Union shall be available to any employee eligible under the constitution **of** the Union on payment **of** initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 3.02** All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (**30**) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.
- 3.03** Upon written authorization from each employee, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (**10<sup>th</sup>**) day of the following month in which they are deducted.
- 3.04** Union dues for all employees shall be per Local Lodge 16 Bylaws. The employer will be notified, in writing, of changes to the dues structure, if any.
- 3.05** The Union agrees to indemnify and hold the Company harmless against any **claims**, lawsuits,

or charges brought against it by an employee as a result of the application of Article 3.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

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

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

and days of work and the number of employees required at any time.

- 4.02 (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 Written discipline may be issued only by Supervisors and those above. The disciplinary measures which may be imposed by unionized supervisors are limited to verbal warnings and first written warnings and only for incidents in which they were actually involved.

## **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 The Company agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:
- (a) A negotiating committee comprised of, **at** least, three (3) members of whom shall be Chief 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.

- (b) A grievance committee comprised of one (1) steward for each fifteen **(15)** employees at each work location (with at least one steward at each location). A chief steward will be elected at large at each location.
  
- (c) At Vancouver Airport, an industrial relations committee comprised of a minimum of three (3) shop stewards and a maximum of five **(5)** shop stewards (elected by the shop steward group) to meet monthly (or as needed by mutual agreement) with management representatives in order to address matters of concern regarding the Union membership and day to day operations at the site. In bases smaller than Vancouver International Airport the ratio will be determined by the local shop stewards and local management and must be approved by the IAM&AW District Lodge 140 office.

- 5.02 The members of the negotiating, grievance and industrial relations committees shall be employees who have completed their probationary period.
- 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 recognise them until so notified.
- 5.04 The Union acknowledges that each member of the grievance committee has regular work to perform and that he shall only absent himself from such work with the permission of the Supervisor and, upon resuming his regular duties, he shall again report to the supervisor. Each member of the grievance committee shall not lose pay for time spent during his regular scheduled working hours performing the functions set out in Article 5.01(b)
- 5.05 An employee will be entitled to have a steward present when being presented with any discipline that will be noted in his file. Every effort will be made to present discipline during the employees' regularly scheduled shift and within three (3) days of the incidents giving rise to the discipline.

If it is not possible to provide a steward to be present in the foregoing time period, the discipline will be presented to the employee with a management and fellow employee as witnesses.



However, if the discipline is more than a written warning, then a Union Representative must be present.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Supervisor the opportunity to deal informally with his complaint.
- 6.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

## **STEP ONE**

- 6.04 Within four **(4)** days after the alleged grievance has arisen, the employee, who may request the assistance of his steward, shall present his grievance in writing, on a form agreed upon by the Company and the Union, to the Supervisor and if, within four **(4)** days from the time when such grievance was presented, a decision not satisfactory to the employee **is** given, then:

## **STEP TWO**

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

within ten (10) days immediately following the date **of** such meeting.

## **GENERAL PROVISIONS**

- 6.06 In the event that two **(2)** or more employees have grievances relating to the interpretation, application, administration or alleged violation **of** the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step Two.
- 6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions **of** the Agreement, may be submitted by either of the parties to the other. Notice **of** the grievance shall be given in writing within ten (10) days **of** the occurrence of the matter giving rise to the grievance. The Operations Manager, or his designate, shall schedule a meeting between the grievance committee **plus** the Business Representative and the Company representatives designated for that purpose, to be held within twenty **(20)** days after notice has been given by either of the parties to the other. The decision **of** the party being grieved against shall be given in writing within fifteen **(15)** days following the date

of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

- 6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.
- 6.10 Any and all the time limits set forth in Article 6 or Article 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

## **DISMISSAL AND SUSPENSION**

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

- 6.12 If an employee, who has acquired seniority, believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within five (5) days after notice has been given to the employee and the member of the grievance committee. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.
- 6.13 **If** an employee is dismissed, such dismissal will take effect immediately upon the employee receiving notice thereof.

## **ARTICLE 7 - ARBITRATION**

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

- Vince Ready
- Ron Keras
- Guy Beaulieu
- Heather Laing

- 7.02 The recipient of the written notice, referred to in Article 7.01, shall notify in writing the other party, within ten (10) days after notice has been given, as to the name and address of the above named Arbitrator. Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.
- 7.03 Subject to Article 6.06, each grievance submitted to arbitration shall be heard separately.
- 7.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration **or** alleged violation of the provisions of the Agreement shall be conclusive and binding on **all** parties concerned, but in no case shall the Arbitrator be authorized to alter, modify **or** amend any part of the Agreement.
- 7.05 If it is decided by the Arbitrator that an employee has been discharged **or** suspended without just

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

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

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

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

8.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Union and the employees agree that there shall be no strike, stoppage, slowdown or restriction of work or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike,

stoppage, slowdown or restriction of work or service. However, it is understood that District Lodge 140 has a policy that reads: *“Work normally performed by a member of District Lodge 140 deemed to be struck work as a result of an authorized strike under the Machinists’ Union Constitution will not be done by another member of District Lodge 140.”*

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

## **ARTICLE 9 – SENIORITY**

- 9.01 (a) The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company.
- 9.02 The seniority of an employee shall be completely lost and his employment shall automatically terminated if he:
- (a) quits; or
  - (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or



- (c) **is** absent from work for three (3) or more consecutive days without notifying the Supervisor unless he gives a reason satisfactorily to the Supervisor for his failure to **so** notify the Company; or
- (d) is laid off for a period in excess of twelve (12) months; or
- (e) fails to notify the Supervisor **of his** intention to return to work within five (5) days of being given notice of recall under Article 11.02 or fails to return to work on the date of recall as set out in the notice of recall; or
- (f) works for another employer while absent from his employment with the Company except while on layoff, except when employees are on vacation or days off; or
- (g) uses **an** unauthorized leave of absence for a purpose other than that for which the leave was granted; or
- (h) fails to return to work upon the expiration of an authorized leave **of** absence or vacation unless a reason satisfactory to the Supervisor is given.

**9.03** Within thirty **(30)** days after the signing of this Agreement, the Company shall post the location seniority lists showing the seniority of each employee. An employee shall have thirty **(30)** days to challenge the applicable seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

**9.04** The Company will provide the Union with the current seniority lists showing each employee's seniority date, current address, classification and rate of pay, on June **30<sup>th</sup>** of each year.

#### **ARTICLE 10 – PROBATIONARY EMPLOYEES**

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

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

**11.01** In any case of reduction in force the Company shall use seniority in determining which employee shall be laid-off or recalled.

- 11.02 Notice sent by registered mail to the most recent address on the employee's employment file shall constitute proper notice. It shall be the responsibility of the employee to inform the Company of his current address by registered mail or in person provided written acknowledgement is retained by said employee.
- 11.03 The Company agrees that employees with more than twelve (12) months' continuous service are entitled to one (1) week's notice or one (1) week's pay in lieu of notice, if a lay-off exceeds thirteen (13) consecutive weeks in the twenty (20) week period following commencement of a lay-off.

## **ARTICLE 12 – TRANSFERS**

- 12.01 At Vancouver International Airport, if an Agent is required to work as Agent-in-Charge, they must receive Supervisor pay. The Agent-in-Charge must be a scheduled worker from the same point as the vacant Supervisor. Seniority must be taken into account. An Agent-in-Charge will be paid a premium to equate his wage rate to the thirteen (13) to twenty-four (**24**) months' wage rate as per the Supervisor's Collective Agreement after serving for fifteen (15) minutes or more.

**At** all other sites, the Agent-in-Charge (permanent or temporary) will receive a premium to equate

his wage to 75¢ more than the “over 4160 hours wage rate” as per the Agent’s Collective Agreement. A temporary Agent-in-Charge must serve for a minimum of more than one (1) continuous hour before the premium will apply.

12.02 The seniority of an employee who **is** transferred to a position outside the bargaining unit shall be retained but not accrued.

12.03 **Province Wide Transfers**

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

Whenever a position becomes vacant at any location in British Columbia which falls within the scope of the Agreement, as outlined in Article 2.01 and it is necessary to hire new staff, the Company will first consult the file containing Letters of Preference. Employees who have submitted a Letter of Preference for the applicable site will be considered ahead of external applicants for the available position(s). If two or more employees are considered equally qualified for this position, then seniority shall prevail.

If an employee is selected by the Company to fill a position outside his home site, the Company will

not be responsible for any costs associated with the relocation. The employee may transfer his Company seniority for vacation relief and placement upon the established pay grid for the site to which he is transferring, however, the seniority of the employee will move to the bottom of the list for the purposes of shift preferences.

## **ARTICLE 13 – LEAVE OF ABSENCE**

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

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

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

13.03 The Company shall notify in writing both the applicant and the Union of **its** decision within fourteen (14) days after the request was made by the employee to the Company.

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

1. **Up** to five percent (5%) of **the** work force will be eligible to be on leave of absence at any given time.
2. Requests must be made in accordance with 13.01 (a).
3. Leaves of absence shall be granted on the basis of seniority.
4. When returning from a leave of absence, the employee shall be placed on the same shift which they left. The Company has thirty (30) days to place the employee back on their original shift.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

14.01 **An** employee who has been employed by the Company for three (3) consecutive months will be granted a leave of absence, with pay, during the four (4) days immediately following the day of death of a member of his immediate family. If

one (1) or more of the four **(4)** days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate. "Immediate family" shall include the spouse, parent, child, brother, sister, mother-in-law and father-in-law. The Company may grant an additional leave of absence of seven **(7)** days, without pay, if the funeral occurs outside of a five hundred (500) mile radius of the employee's normal work location and, in the judgement of the Company, such leave of absence can be arranged without undue inconvenience to normal operations. The company may require proof of death or burial.

**Note:** Immediate family consists of the spouse of the employee, including a common law spouse, the father and mother of the employee and the spouse of the father or mother including a common law spouse, the children of the employee, the brothers and sisters of the employee, the father in law and mother in law of the employee and the spouse of the father in law or mother in law, including a common law spouse and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

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

- 15.01 The Company may grant a leave of absence, without pay, to not more than **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 normal operations.
- 15.02 The Company may grant a leave of absence, without pay, to not more than two (2) members of the grievance committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.
- 15.03 The Company may grant a leave of absence, without pay, to members of the Union's negotiating committee for purposes set out in Article 5.01 (a) provided the Company is given, at least, two (2) days' advance notice, in writing, by the Union.
- 15.03 (a) On January 1<sup>st</sup> of each calendar year, the Company will provide the Union



with a cheque for \$5,000.00 to be used for Union representation purposes, as the Union sees fit. The cheque will be made out to Local Lodge 16, attention, Secretary-Treasurer. (This payment is used to offset the costs of lost time paid for Shop Steward training, etc.)

## ARTICLE 16 – MATERNITY LEAVE

- 16.01 (a) Maternity leave shall be as per Canada Labour Code requirements. Parental leave as per the Canada Labour Code.
- (b) Adoption leave as per the Canada Labour Code.
- (c) Child care leave as per Canada Labour Code.
- 16.02 The employee shall give the Company four (4) weeks' notice, in writing, of the day upon which she intends to commence leave and a certificate of a qualified medical practitioner stating that she is pregnant and the estimated date of her confinement.
- 16.03 An employee who does not apply for leave, as set forth in Article 16.02, and who is otherwise entitled to maternity leave, shall be granted a leave of absence under Article 16.01, upon providing the Company with a Certificate of a qualified

medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of confinement.

- 16.04** Where an employee intends to resume her employment with the Company upon the expiration of the leave granted, in accordance with the provisions of Article 16, the Company shall reinstate her to her former position within thirty (30) days and wages and benefits will remain the same.

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

- 17.01** Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, per location based on seniority. Shift preferences will be based upon the employee's seniority in the case of posted open shifts bids. Site preference will also be based upon an employee's seniority in the case of posted open shifts and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion. The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This clause may be amended by mutual agreement.

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

**17.03** An employee who works more than four (4) hours in a day shall be entitled to a thirty (30) minute paid meal period and two (2) fifteen (15) minute coffee breaks at mutually agreeable times during such day. An employee who works four (4) hours in a day shall be entitled to one (1) fifteen (15) minute coffee break during such day at a mutually agreeable time.

Employees who work ten (10) hour shifts shall be entitled to a total of one (1) hour and fifteen (15) minutes paid meal period and coffee breaks on each ten (10) hour shift.

**17.04** In the event of a layoff, the provisions of Article 11 will apply.

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

- 17.06 All hours worked in excess of the standard hours of work referred to in Article 17.01 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 17.01. Any hours worked by an employee on a paid holiday beyond his/her regular shift or in excess of the regular weekly hours will be paid at the rate of double (2) time.
- 17.07 Time allowed **as** overtime in any work day shall not again be allowed **as** overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1-1/2) times his regular basic hourly rate for any time worked in excess of their regular scheduled shift or forty **(40)** hours in a work week.
- 17.08 Each employee is expected to work a reasonable amount of overtime if requested to do **so** by the Company and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Company and the employee. Overtime hours should be on a voluntary basis first. If more people than what is needed volunteer, then it should be on a seniority basis. If nobody volunteers, then it should be the junior person that would be offered the overtime.

- 17.09 An employee may exchange a shift with another employee provided that the Company is given **at least forty-eight (48) hours'** notice, in writing, by both of the employees concerned and the agents involved are equally qualified. In the event that either or **both** of the employees fail to work the exchanged shifts, only the employee who didn't show up for work will lose their shift exchange privileges for thirty (30) days. Article 17.06 shall not apply to the hours an employee works in excess of the standard hours at the result of exchanging a shift with another employee. (See instructions for Shift Trade - Article 17.13).
- 17.10 An employee who reports for work as scheduled is entitled to four **(4)** hours' pay if no work is available and he has not been advised in advance except in cases beyond the Company's control. This article may be amended by mutual agreement.
- 17.11 All time spent in attendance at any proceeding, arising out of actions performed on behalf of the employer or the employer's client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the employer.

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

## **Court Appearance**

If **an** employee is subpoenaed to appear in court in a matter relating to the Conduct of the employee's pre-board screening duties, he will be paid for such appearance.

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

## 17.13 **Shift Trade Policy**

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

## ARTICLE 18 -- VACATION WITH PAY

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

- (a) An employee, with more than one (1) but less than five (5) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (b) An employee, upon completion of five (5) years of service, shall receive a three (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (c) An employee, upon completion of eight (8) years of service, shall receive a four (4) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

- (d) Effective July 1 2001, an employee, upon completion of fifteen (15) years of service, shall receive a five (5) week vacation with pay equivalent to ten percent (10%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

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

18.03 All employees shall receive their vacation pay on their first regular pay day in July of each year, calculated up to and including June 30.

Employees who request vacation pay in writing two (2) weeks prior to their scheduled vacation shall receive their vacation pay prior to leaving work on the last regular shift prior to vacation.

18.04 Vacation will be granted and taken at such time as the employee and the Company find suitable. However, an employee will be granted his vacation not later than twenty-four (24) months, if he/she requests, following June 30 of the year for which the vacation was given and employees will be allowed to bank their vacation.



## **ARTICLE 19 – PAID HOLIDAYS**

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

- New Year's Day
- B.C. Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

**19.03** No employee is entitled to be paid for a holiday on which he does not work when he was not entitled to wages for a least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday. In order to qualify for holiday pay, an employee must work his entire

last-scheduled shift prior to and his entire next-scheduled shift following, the holiday.

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

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

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

- (a) Payment for the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of work; or
- (b) A day off with pay, in accordance with (a) above, in lieu of the holiday. Such

day may be taken in conjunction with his vacation or at some other mutually agreeable time.

- 19.07 No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled or called to work for that day, unless their absence occurred for a legitimate reason.
- 19.08 Where a new employee who has not attained thirty (30) days of employment with the Company is required to work on a holiday, he shall be paid according to the Canada Labour Code for the time worked by him on that day.

## **ARTICLE 20 - WAGES**

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

## **ARTICLE 21 - FRINGE BENEFITS**

- 21.01 (a) Sufficient supply of latex gloves will be provided at each screening point for the use of employees, on as needed basis, when the employee believes there is a health risk.

- (b) Parking paid 100% by the company.
- (c) Dry cleaning paid at Cranbrook, Comox.
- (d) Company will provide a fridge for employees lunches. (Vancouver and Victoria).
- (e) Sufficient chairs at each point for employees' lunch breaks.
- (f) Company will be responsible to repair, or replace, furniture in lunch rooms.
- (g) Employees will be paid at their straight time rate of pay for any time spent in re-testing **and** re-certification.
- (h) The Company will contribute up to \$15.00 per employee towards arranging and providing an annual **flu** vaccination for all employees.
- (i) There will be no provisions for an allowance for dry cleaning or for the reimbursements of dry cleaning expenses at Vancouver, Victoria, Prince George or Kamloops. However, the present provisions for reimbursements of dry cleaning expenses will continue at the other work locations.

- 21.02 The Company will provide at its own expense, complete properly fitting uniforms except regular footwear and underwear.

The minimum uniform issue shall be as follows:

**Full Time (24 hours or more per week)**

- 2 pairs of pants or skirts
- 3 shirts or blouses (long and/or short sleeve, at the employee's option)
- 2 sweaters
- 1 tie /scarf

**Part Time (less than 24 hours per week)**

- 1 pair of pants or skirt
- 2 shirts or blouses (long and/or short sleeve, at the employee's option)
- 1 sweater
- 1 tie/scarf

**Airside**

- Including the above uniform allotment
- Industrial work gloves
- Hearing Protectors
- Coveralls, and any other apparel deemed appropriate by HRDC

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

21.03 All employees will accrue **an** annual sick leave **as** follows:

- 0.6% of regular hours worked during the second year of employment;
- 1.2% of regular hours worked during the third and each subsequent year of employment.

Employees will be permitted to accrue up to a maximum of one hundred and twenty (120) hours of sick leave.

Regular hours worked excludes vacations, stats not worked and overtime. Year of Employment refers to the period between an employee's anniversary date.

## **ARTICLE 22 - BULLETIN BOARD**

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

## ARTICLE 23 – NOTICES

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

To The Company:

CEO/CFO

Aeroguard Company Ltd.

977 Century Street

Winnipeg, Manitoba

R3H OW4

Telephone: (204) 694-8989

Fax: (204) 694-7225

To The Union:

International Association of

Machinists & Aerospace Workers

Transportation District Lodge 140

Suite 2131 – 11871 Horseshoe Way

Richmond, B.C.

V7A 5H5

Telephone: (604) 448-0721

Fax (604) 448-0710

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

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

## **ARTICLE 24 – INTERPRETATION**

- 24.01 Unless otherwise stated, the word “day” or “days” wherever used herein, shall be deemed not to include Saturdays, Sundays and paid holidays observed by the Company.
- 24.02 For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

## **ARTICLE 25 - HUMAN RIGHTS**

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

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

(b) **Sexual Harassment**

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

**25.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article

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

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

25.04 The strict prohibitions referred to in Article 27.01 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

**25.05 Right of Arbitrator**

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

**25.06 Transfer of Harasser**

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

**ARTICLE 26 – HEALTH AND SAFETY**

**26.01** 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.

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

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

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

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

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

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

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

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

## **ARTICLE 27 – TERM**

- 27.01 The Agreement shall become effective as of **September 01, 2001** and shall remain in effect until **December 31, 2004**.
- 27.02 Either party, during four **(4)** months prior to the expiry of the Agreement, shall give notice in writing to the other part of its desire to commence negotiations for the renewal of the Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement at Vancouver, British Columbia, this 13th day of August, 2001, as awarded and enforced by Arbitrator, Brian Foley.

**FOR THE COMPANY:**

**AEROGUARD  
COMPANY LTD.**

**David Thompson  
Alisa Goodyear  
Mike Howarth**

**FOR THE UNION:**

**INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS,  
TRANSPORTATION  
DISTRICT 140**

**Mike Clegg, *General Chairperson*  
Bob Mosely  
Carol Crystal  
Rajib Roy  
Sukhi Dhillon  
Sharon Stelmaker  
Heather McJannet  
Jean Tyacke  
Myrna Maheux  
Dona Hogan (Relief)  
Sylvia Smith**

## APPENDIX "A"

### HOURLY WAGE RATES EFFECTIVE SEPTEMBER 1, 2001

| Hours Worked            | Present Rates | Sept.1 2001 | Jan.1 2003 | Jan.1 2004 |
|-------------------------|---------------|-------------|------------|------------|
| <b>Vancouver Agents</b> |               |             |            |            |
| 0-520                   | \$ 7.70       | \$ 8.10     | \$ 8.34    | \$ 8.59    |
| 520-2080                | \$ 8.15       | \$ 8.70     | \$ 8.96    | \$ 9.23    |
| 2081-4160               | \$ 8.85       | \$ 9.35     | \$ 9.63    | \$ 9.92    |
| Over 4160               | \$ 9.30       | \$10.05     | \$10.35    | \$10.66    |

|                                |         |         |         |         |
|--------------------------------|---------|---------|---------|---------|
| <b>Vancouver Island Agents</b> |         |         |         |         |
| 0-520                          | \$ 7.75 | \$ 8.10 | \$ 8.34 | \$ 8.59 |
| 521-2080                       | \$ 8.40 | \$ 8.70 | \$ 8.96 | \$ 9.23 |
| 2081-4160                      | \$ 8.90 | \$ 9.35 | \$ 9.63 | \$ 9.92 |
| Over 4160                      | \$ 9.35 | \$10.05 | \$10.35 | \$10.66 |

|                             |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| <b>B.C. Mainland Agents</b> |         |         |         |         |
| 0-520                       | \$ 8.10 | \$ 8.60 | \$ 8.86 | \$ 9.13 |
| 521-2080                    | \$ 8.90 | \$ 9.15 | \$ 9.42 | \$ 9.70 |
| 2081-4160                   | \$ 9.40 | \$ 9.80 | \$10.09 | \$10.39 |
| Over 4160                   | \$ 9.85 | \$10.55 | \$10.87 | \$11.20 |

## **APPENDIX “B”**

### **AGENTS-IN-CHARGE**

#### **QUALIFICATIONS**

Agents eligible to serve as Agent-in-charge will be selected following a formal interview process and based upon skills, ability, qualifications and seniority.

#### **GENERAL QUALIFICATIONS**

- Minimum of six months experience as a screening agent.
- Fully Transport Canada qualified.
- Proven track record of strong customer service skills.
- Good working knowledge of Transport Canada, Airline and Company regulations.
- Ability to get along well with others and work **as** a team player.
- Good leadership abilities.

#### **METHOD OF SELECTION**

- If a permanent or regular Agent-in-Charge/Supervisor (if no other Supervisor is available) is on vacation, sick leave or leave of absence etc., the Company will upgrade a temporary Agent-in-Charge for a period not to exceed one week. Following the one-week period, the upgraded position will be offered to the next senior person and so on through the list.



- If a permanent or regular Agent-in-Charge/Supervisor (if no other Supervisor is available) books off on a daily basis, then the Company will upgrade a temporary Agent-in-Charge for a period not longer than one day to ensure that all members of the relief list can be utilized.

## **REMUNERATION**

- **At the Vancouver International Airport**

If the Agent is designated to serve as Agent-in-Charge by the Supervisor, or above, for fifteen (15) minutes or more, he will be paid a premium to equate his wage rate to the 13-24 month wage rate as per the Supervisor's Collective Agreement.

- **All Other Sites**

The in-charge premium as per the Collective Agreement for agents who work for more than one (1) hour in the capacity as Agent-in-Charge.

## **SITE SPECIFIC INFORMATION**

### **VANCOUVER INTERNATIONAL AIRPORT**

- The Agent-in-Charge will be utilized whenever a Supervisor is not available. The Agent-in-Charge will be selected by the Supervisor or above as per the agreed selection process applied to the list of qualified agents.

- There will be one list per location (e.g. screening point) and agents' names will be placed in order of seniority. Whenever an Agent-in-Charge is required at any location, the list will be consulted and agents chosen in general order of seniority. It is the intention to select an agent from the same screening point where **the** Agent-in-Charge is required. If no agent is available from that point, one will be selected on a seniority basis from the next closest point.

### **KAMLOOPS, CRANBROOK, COMOX, PRINCE GEORGE**

- In the aforementioned sites, there is not a local management presence. Accordingly, each site will have, at least, one permanent Agent-in-Charge who will oversee the daily operations at the site.
- There will, however, be one Agent-in-Charge assigned and compensated for every hour of operation at the screening point. This may require a second permanent Agent-in-Charge assigned to each site depending upon the scheduling requirements.
- It is expected that there will be adequate coverage provided by the permanent Agent(s)-in-Charge. However, as a back-up **to** this system, the Company will submit a job posting inviting all agents interested in having the opportunity to work as an Agent-in-Charge to apply for "reserve" positions. An eligibility list will be compiled, in order **of** seniority, from the

successful individuals based upon the previously noted qualifications. Whenever a permanent Agent-in-Charge is not available, the list will be consulted by management and an agent selected to serve.

## **KELOWNA**

- In Kelowna, there is one Operations Manager who *is* permitted to regularly perform screening duties and there is no other management staff. Therefore, Agents-in-Charge in Kelowna will be appointed to regular positions, but they will not act in the capacity as an Agent-in-Charge when the Operations Manager is on duty at the airport.
- There will be one Agent-in-Charge assigned and compensated for every hour of operation at the screening point.
- It is expected that there will be adequate coverage provided by the regularly assigned Agents-in-Charge. However, as a back-up to this system, the Company will submit a job posting inviting all agents interested in having the opportunity to work as an Agent-in-Charge to apply for “reserve” positions. An eligibility list will be compiled, in order of seniority, from the successful individuals based upon the previously noted qualifications. Whenever a regular Agent-in-Charge is not available, the list will be consulted by management and an agent selected to serve.

## VICTORIA

- In Victoria, there is an Operations Manager who does not regularly perform screening duties, and there is no other management staff. Therefore, there will be permanent Agents-in-Charge appointed.
- There will be one Agent-in-Charge assigned and compensated for every hour of operation at the screening point.
- It is expected that there will be adequate coverage provided by the permanent Agents-in-Charge. However, as a back-up to this system, the Company will submit a job posting inviting all agents interested in having the opportunity to work as an Agent-in-Charge to apply for "reserve" positions. An eligibility list will be compiled, in order of seniority, from the successful individuals based upon the previously noted qualifications. Whenever a permanent Agent-in-Charge is not available, the list will be consulted by management and an agent selected to serve.

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