

# COLLECTIVE AGREEMENT

*Between:*

**AEROGUARD COMPANY LTD.**



*And:*

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

**(Local Lodge 16)**

**VANCOUVER INTERNATIONAL AIRPORT**



**TERM OF AGREEMENT**

**APRIL 1, 2011 – MARCH 31, 2012**

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## **ARTICLE 1 – PURPOSE**

- 1.01** The purpose of the Agreement is to establish and maintain an orderly Collective Bargaining relationship between the Company and its employees, to set forth all Agreements 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 employees engaged in the security screening of passengers and baggage at the Vancouver International Airport in British Columbia, including permanent Point Leads (formerly Supervisors), but excluding Service Delivery Managers and those above.

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

Please note that the negotiated pay scale, benefits and language, are for employees covered under this Collective Agreement. Any other work awarded at the Vancouver International Airport will fall under the scope of a separate Collective Bargaining Agreement, unless otherwise mutually agreed between the parties.

- 2.02** The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the Bargaining Unit described in Article 2.01.
- 2.03** 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.
- 2.04** For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

### **ARTICLE 3 – UNION SECURITY**

- 3.01** Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 3.02** All employees covered by this Agreement must become Members of and maintain Membership in good standing in the Union as a condition of employment. They shall maintain Membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.
- 3.03** Upon written authorization from each employee, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall

be paid to the Union not later than the tenth (10<sup>th</sup>) day of the following month in which they are deducted. The deduction will be stated on one line as "Union dues".

- 3.04** Union dues for all employees shall be per Local Lodge 16 Bylaws. The 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 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; and,
  - (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; and,
- (d) The Company and the Union agree to be reasonable and fair in the administration and operation of the Collective Agreement.

**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** Discipline may be issued only by Service Delivery Managers and those above with supporting documentation from Supervisors.

## **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 five (5) Members and the 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, will be compensated by the Company for Direct Negotiations. As employees increase, the Committee should be comprised of one (1) representative for every fifty (50) employees.

- (b) A Shop Committee comprised of the Chief Shop Steward and a Shop Committee Member and a Grievance Committee comprised of one (1) Steward for each fifteen (15) employees.
- (c) An Industrial Relations Committee comprised of a minimum of five (5) Shop Stewards and a maximum of seven (7) Shop Stewards (elected by the Shop Steward Group) to meet at a minimum of once a month (or more often as needed by mutual agreement) with Management representatives in order to address matters of concern regarding the Union Membership and day-to-day operations at the site.
- (d) The Union representative shall be permitted to meet with potential Union Members for a minimum of two (2) hours per training class or as needed.

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

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

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

A Union Grievance Committee represented by a Member of the Shop Committee and two (2) other Members as set out in Article 5.01(b) will meet with the Company to deal with grievances on a regular bi-weekly basis or as otherwise mutually agreed.

**5.05** Every effort shall be made to schedule all meetings between Company representatives and representatives of the Union between the hours of 0800 - 1600, or as otherwise mutually agreed, without loss of time to representatives of the Union.

**5.06** 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 case presented at a meeting. 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 investigation and meeting. Notice of such removal shall be given to the affected employee, in the presence of a Shop Steward.

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

(a) It is hereby also agreed that all forms of discipline from an employee's file will be removed after twelve (12) months.

**5.07** The Chief Shop Steward and Shop Committee Representative, referenced in Clause 5.01(b) will be full-time positions. They shall be employed on day shift Monday to Friday, or as mutually

agreed, in order that they will be able to discuss Union matters with both the Membership and Management. The particulars will be covered in Letter of Agreement #5.

In accordance with this Clause, when a full-time Union representative returns to employment as a designated Screening Officer, following any term of office within the Union, there shall be no adverse effect resulting from any effect or loss of certification, including but not limited to seniority, scheduling, compensation, etc. The employee shall be required to recertify in accordance with CATSA National Training Certification Program and will be afforded not less than two (2) attempts at recertification.

## **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, out of the view of the public eye, with a Union Steward present. Furthermore, it is agreed that an employee has no grievance until he has first given the Supervisor the

opportunity to deal informally with his complaint. The employee will be provided time during his regularly scheduled hours to meet with his Shop Steward and with the Supervisor/SDM to discuss the complaint, without wage loss.

- 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 ten (10) business 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 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:

**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 will be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

- 6.08** The Company will, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure February 1st of each year, or more if needed.
- 6.09** Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned, unless time limits have been extended by mutual agreement. 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.

## **DISCIPLINE, 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** The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union representative.
- 6.13** If an employee, who has acquired seniority, believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within five (5) days after notice has been given to the employee and the Chief Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.
- 6.14** If an employee is 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:

- Ron Keras
- Judi Korbin
- Wayne Moore
- Vince Ready
- Chris Sullivan
- Colin Taylor

**7.02** The recipient of the written notice, referred to in Article 7.01, shall confirm receipt of such notice in writing to the other party within ten (10) days after notice has been given. Where the next 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, unless otherwise mutually agreed.

**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 new employment during that period, or will put into effect any lesser settlement agreed to by the parties or determined by the Arbitrator.

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

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

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

**8.01** In view of the orderly procedure herein set forth for settling differences and grievances, the Union and the employees agree that there shall be no strike, stoppage, slowdown or restriction of work

or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slowdown or restriction of work or service. However, it is understood that District Lodge 140 has a policy that reads: *“Work normally performed by a Member of District Lodge 140 deemed to be struck work as a result of an authorized strike under the Machinists’ Union Constitution will not be done by another Member of District Lodge 140.”*

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

## **ARTICLE 9 – SENIORITY**

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

### **Same Day Hiring**

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

Union will appoint a designate to conduct the draw. Union Membership applications will be given out as part of the hiring package. Article 5.01 (d) will apply.

**9.02** There will be three (3) seniority lists based on date of hire. Those lists are:

- (a) Company Service List composed of all employees;
- (b) Point Lead Seniority List composed of employees in the classification of Permanent Point Lead;
- (c) Screener Seniority List composed of employees in the classification of Screener Officer.

The Company Service List will be used to determine entitlements to vacation and pay grade.

The Point Lead Seniority List and the Screener Seniority List will be used to determine the rights of employees in connection with other seniority based rights under the Collective Agreement, including but not limited to layoff, recall, shift preference and overtime.

Persons on one seniority list do not accrue seniority on another list when they are working in an acting capacity.

In the event of layoff, seniority on the Point Lead Seniority List cannot be used to displace employees in other classifications who are hired prior to the date of the CIRB (Canadian Industrial

Relations Board) order which is November 27, 2008.

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

- (a) quits; or
- (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or,
- (c) is absent from work for three (3) or more consecutive days without notifying the 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 Management of his intention to return to work within seven (7) 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 authorized 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 Management is given; or,

- (i) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation, i.e. all routes will be expired before termination of seniority.

**9.04** Within thirty (30) days after the signing of this Agreement, the Company shall post the location seniority lists showing the seniority of each employee.

**9.05** 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 30th of each year. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

## **ARTICLE 10 – PROBATIONARY EMPLOYEES**

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

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

**11.01** Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline served by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

### **11.02 Lay-off and Recalls**

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

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights.

Recalls from such lay-offs shall be in order of seniority.

In the event of major operation changes, the parties agree to meet and review the status of

full-time and part-time positions prior to any lay-off.

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

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

**11.04** Recall shall be by Registered Mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each Letter of Recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by Registered Mail.

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



## **ARTICLE 12 – TRANSFERS**

**12.01** If an Agent is required to work as an Acting Point Leader at the request of Management, they must receive a premium pay. The Acting Point Leader must be a scheduled worker from the same point as the vacant Point Leader. Seniority must be taken into account. An Acting Point Leader will be paid a premium as outlined in Appendix “A”.

**12.02** The seniority of an employee who is transferred to a position outside the Bargaining Unit shall be retained but not accrued for a period of six (6) months, after that all seniority will be lost.

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

If an employee is selected by the Company to fill a position outside his home site, the Company will not be responsible for any costs associated with the relocation. The employee may transfer

his Company seniority for vacation relief and placement upon the established pay grid for the site to which he is transferring, if the Collective Bargaining Agreement permits at that site, however, the seniority of the employee will move to the bottom of the list for the purposes of shift preferences.

**12.04 Canada-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.

**12.05** For the above Articles, the Company will endeavor to notify the Union at least two (2) weeks prior to any advertisement to filling open and new positions.

**ARTICLE 13 – LEAVE OF ABSENCE**

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

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

**13.02** Applicants must indicate, on forms provided by the Company, the 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 Leaves of Absence will be administered on the following basis:

1. Up to eight percent (8%) 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. However, one (1) day will be reserved for the day of the funeral. If one (1) or more of the Leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate. "Immediate family" (as defined below).

If an employee is notified of a death in his/her immediate family while working, he/she shall be relieved from duty, upon the request of the employee. The employee may elect to be paid for the balance of his/her shift, in accordance with the provision entitlements above. "Immediate family" (as defined below).

The Company may grant an additional Leave of Absence of seven (7) days, or more, without pay, if the funeral occurs outside of a eight hundred (800) kilometer radius of the employee's normal work location and, in the judgment 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 from individuals if they suspect abuse of these benefits.

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

- a) the employee's spouse or common-law partner;
- b) the employee's father and mother and the spouse or common-law partner of the father or mother;

- c) the employee's children and the children of the employee's spouse or common-law partner;
- d) the aunt and uncle of spouse and employee;
- e) the grandfather and the grandmother of the employee;
- f) the employee's grandchildren and the grandchildren of the employee's spouse or common-law partner;
- g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
- h) the brother and sister of the employee or the brother and sister of the spouse or common-law partner of an employee; and,
- i) any relative who resides permanently with the employee 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 three percent (3%) of employees, or five (5) employees, whichever is higher, to represent the Union at Union conventions, seminars and education classes provided the Company is given at least ten (10) days advance Notice in Writing by the Union and, in the judgment of the Company, such Leave of Absence can be arranged without undue inconvenience to normal operations.

**15.02** The Company will grant a Leave of Absence, without pay, to not more than four (4) Members of the Grievance Committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least five (5) days advance Notice in Writing by the Union.

**15.03** The Company will grant a Leave of Absence, with pay, to Members of the Union's Negotiating Committee for the purposes set out in Article 5.01 (a) provided the Company is given, at least, five (5) days' advance notice, in writing, by the Union.

## **ARTICLE 16 – PARENTAL LEAVE**

**16.01** (a) Parental Leave shall be as per Canada Labour Code requirements.

(b) Adoption Leave as per the Canada Labour Code.

(c) Child Care Leave as per Canada Labour Code.

(d) One day off with pay during birth of child.

**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, based on seniority. Shift preferences will be based upon the employee's seniority in the case of posted open shifts bids. Shift preference will be bid based upon an employee's seniority and qualifications (HBS/PBS) in the case of posted open shift bids and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per Management's discretion. 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.

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

The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport and CATSA requirements. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids. The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company. Should the Union fail to return the completed shift bids to the Company within the ten (10) calendar day timeline the Company will take over and complete the shift bid. The Company will post shift awards seven (7) calendar days prior to the schedules effective date, per Clause 17.05.

**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 MEAL BREAKS**

- (i) Employees who work four (4) hours or less in a day will be entitled to one (1) fifteen (15) minute paid break.
- (ii) Employees who work more than four (4) hours in a day will be entitled to two (2) fifteen (15) minute paid breaks.



- (iii) Employees who work eight (8) hours in a day will be entitled to a thirty (30) minute paid meal break to be taken between the fourth (4th) and sixth (6th) hours and two (2) fifteen (15) minute paid breaks to be taken between the second (2nd) and fourth (4th) hours and the sixth (6th) and eighth (8th) hours. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.
- (iv) Employees who work ten (10) hours in a day will be entitled to one (1) thirty (30) minute paid lunch break to be taken between the fourth (4th) and sixth (6th) hours and three (3) paid fifteen (15) minute breaks to be taken between the second (2nd) and fourth (4th) hours, the sixth (6th) and eighth (8th) hours and the eighth (8th) and tenth (10th) hour. Break timing may be altered due to emergency situations and abnormal situations that may arise from time to time.
- (v) Employees who work twelve (12) hours in a day will be entitled to one (1) thirty (30) minute paid lunch break to be taken between the fourth (4th) and sixth (6th) hours and four (4) paid coffee breaks to be taken between the second (2nd) and fourth (4th) hours, the sixth (6th) and eighth (8th) hours, the eighth (8th) and tenth (10th) hour and the tenth (10th) and twelfth (12th) hour. Break timing may be altered due to emergency situations

and abnormal situations that may arise from time to time.

- 17.04** In the event of a layoff, the provisions of Article 11 will apply.
- 17.05** The Company will post work schedules at least seven (7) calendar days in advance of the implementation of the work schedule. The Company however, may change posted work schedules due to airline, airport or CATSA requirements, in which case the Company will meet with the Union Shift Bid Committee to demonstrate that the changes are necessary in accordance with the above reasoning. In the event that a change is required, the employee shall be provided with at least twenty-four (24) hours notice before such change. The principles of reverse order seniority will apply in the adjustment of shift schedules.

## **OVERTIME**

- 17.06** When employees are requested to work overtime beyond their normal shift, the following conditions will prevail:
- a) All employees shall be compensated for all authorized overtime hours worked at one and one-half (1 1/2) times their regular rate providing:
    - i) an employee has completed forty (40) hours work during the week; or,.

- ii) a shift give-away was completed.
- b) If an employee books off for a shift and is called in to work, he will only receive the overtime rate once he has exceeded forty (40) hours for the week.
- c) If overtime is billable to our customer and the employee has not completed forty (40) hours of regular time for the week due to their regular scheduled shifts (i.e. not as a result of booking off, etc.) then the extra hours worked will be at overtime.
- d) The Company may not be able to advise an employee of the meeting of the conditions laid out in above a, b, and c, as the overtime qualifier may occur after the extra hours are worked and is only determined at the completion of a work week.
- e) Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and Management.
- f) Should an employee be by-passed in error for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed.
- g) In order to accelerate the selection for voluntary overtime, employees will indicate

their availability for overtime by signing, as appropriate, in the daily overtime book in the Manager's office.

The Company will solicit overtime in classification seniority order based on the classification of work required, as specified in Clause 9.02, i.e., if the work to be performed is that of the Point Lead Classification, then the overtime assignment will be solicited from the Point Lead Classification.

The Company will ensure that on-duty employees in the daily overtime book will be contacted at their respective work location and directly offered the overtime.

### **Day of Overtime**

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

1. Employees on shift in book
2. Sign-up book employees Regular Day Off
3. On-shift employees
4. Seniority List.

This is the order to be called in for next-day overtime based on seniority:

1. Sign-up Book
2. Seniority List

- h) Employees will be paid overtime rates of pay for any hours spent in training, retesting and

recertification, if not on regular scheduled hours.

- 17.07** All hours worked in excess of the scheduled 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.
- 17.08** For full-time employees that work in addition to their regular weekly shift shall be paid, on one extra shift, time and one-half (1 1/2) and on a second extra shift double time (2X) their regular rate of pay and a third extra shift at the triple (3X) time their regular rate of pay.
- 17.09** If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond two (2) hours overtime, the employee shall receive a food per diem of ten dollars (\$10.00), payable on the employee's next pay cheque.
- 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 Company or the Company's client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the Company. Necessary expenses incurred by the employee will

reimbursed by the Company on a receipted basis.

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 duties, he will be paid for such appearance and the Union will be notified prior to the appearance.

- 17.12** An employee who leaves work due to a WorkSafe BC 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.
- (e) The Industrial Relations Committee will develop a Letter of Understanding on further shift trade requirements surrounding the number of days worked, number of shifts being given away, etc.

## **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 30th of every year, based on gross earnings in the preceding vacation year, in accordance with the following:

| <b>YEARS OF SERVICE AT JUNE 30TH</b>          | <b>VACATION ENTITLEMENT</b> | <b>VACATION PAY</b> |
|---|-----------------------------|---------------------|
| Completion of 1 year, but less than 4 years   | 2 Weeks                     | 4%                  |
| Completion of 4 years, but less than 7 years  | 3 Weeks                     | 6%                  |
| Completion of 7 years, but less than 14 years | 6 Weeks                     | 8%                  |
| Completion of 14 years                        | 7 Weeks                     | 14%                 |

**Note:** A Permanent Point Lead who has completed thirteen (13) years of service prior to March 31, 2011, shall receive seven (7) weeks vacation with pay equivalent to fourteen percent (14%) of his gross earnings for the preceding

vacation year, pursuant to his employment with the Company, in accordance with Arbitrator Browns' decision of June 1, 2009.

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

Where written notification is received by the Company by June 1st, vacation pay can be contributed directly to the employee's RRSP on their first regular pay day in July of each year.

Employees who request vacation pay in writing prior to the established payroll cut-off deadline shall receive their vacation pay on the following pay date.

**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 30th 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 | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| B.C. 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 at least one hundred and twenty (120) hours during the thirty (30) calendar days immediately preceding the holiday.

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

- 21.01** (a) Parking paid one hundred percent (100%) by the Company. Employees that do not require a parking pass will be compensated the amount of the pass to be used for public transportation.
- (b) Hand sanitizer.
- (c) The Company will provide fridges, tables, microwaves, utensils, toaster ovens, kettles and coffeepots, for employees’ lunches. In the event of broken or malfunctioning utensils the Company will have three (3) business days upon receiving notice, to replace the broken or malfunctioning utensils or appliances. The Company will also be responsible to have the fridges cleaned once a week.
- (d) Sufficient chairs at each point for employee lunch breaks, i.e., as well as providing a lunchroom for the employees’ chairs. For employees’ scheduled at HBS, the Company shall provide heaters, work gloves and parkas.

- (e) Company will be responsible to repair, or replace, furniture in lunchrooms within five (5) business days.
- (f) The Company will contribute up to thirty dollars (\$30.00) per employee towards arranging and providing an annual flu vaccination for all employees.
- (i) All employees, at their option, can participate in French language classes allowing them to achieve standards set to meet OLA obligation. The Company will provide financial aid to help an employee attend French classes on their own time without pay.
- (j) The Company will contribute one hundred percent (100%) towards the cost of B.C. Health and Wellness Plan Premiums to all employees, effective the 1st of the month following three (3) months of service.

**21.02** The Company will provide, at its own expense, complete properly fitting uniforms. The minimum Company issued airside uniform shall be as follows:

**Airside**

- Industrial work gloves
- Hearing Protectors
- Coveralls, and any other apparel deemed appropriate by HRSDC
- Parkas for airside and screening at gates
- Steel toed boots as required

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.

The Company will pay for alterations to uniforms with Management approval.

### **21.03 SICK LEAVE/HEALTH & WELFARE BENEFITS**

#### **Sick Leave**

Effective April 1, 2011 all employees beyond the probationary period, will accrue paid sick leave entitlement at six (6) days per calendar year, with an additional sick day earned each year until eight (8) sick days have been reached. Sick days may be accumulated and carried over year-to-year up to a maximum of sixteen (16) days. All days accumulated in excess of sixteen (16) days as of April 1st each year will be paid out to the employee on December 15th each year at the hourly rate in effect.

Employees who suffer from a recognized disability, or suitably verified illness, which requires recurring treatment/visits or which is recurring in nature, must submit a doctor's certificate to the Company, which includes the expected duration and reassessment period. Absences related to such a documented medical condition will not require an additional medical certificate for each absence, however the employee must provide and renew a medical

certificate following reassessment or annually, whichever occurs first.

### **Benefit Plan Contribution**

- a) The Company shall remit premiums to the Administrator as designated by the Union on a per employee, per pay period basis for every employee, immediately following ninety (90) days from the date of employment with the Company, as follows:

**Effective April 1, 2011: \$1.45 per hour worked**

- b) The International Association of Machinists & Aerospace Workers (IAM & AW) will administer and provide for the benefits for the employees.
- c) The Company shall include a remittance report with every remittance to the Administrator. The report shall include the names of all eligible employees, home addresses, social insurance numbers, employee numbers, current hourly rate of pay, and employment status. The Company shall notify the Administrator of any changes in an employee's remittance information, including but not limited to changes in the rate of pay and/or employment status.
- d) Employees shall be required to complete a benefit enrollment form during employment orientation. The Company will submit new enrollment forms to the Administrator upon receipt with the next remittance report.

- e) The Company will continue to pay all premiums associated with (a) above for the duration of paid absences including: statutory holidays, Sick Leave and Bereavement Leave.

#### **21.04 PENSION PLAN**

Effective at the date of ratification, the Company shall contribute a fixed amount of one percent (1%) of employee total earnings with no obligatory contribution by the employee, to a Group Pension Benefit Plan or Group RRSP designated and administered by the Union on behalf of each employee who has been employed for twelve (12) months for each pay period.

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

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

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

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

For the purpose of the Pension only, "Total Earnings" means all monies an employee earns for wages and includes earnings for vacation, paid holidays, and approved Union leave.

**\*For the purpose of the Pension Plan, the VRSC and COLA will be included in the calculation of the Company's contribution.**

## **ARTICLE 22 – BULLETIN BOARD**

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

## **ARTICLE 23- NOTICES**

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

### **To the Company:**

President and Chief Executive Officer  
Aeroguard Company Ltd.  
1030 - 1188 West Georgia Street,  
Vancouver, British Columbia V6E 4A2  
Telephone: (604) 568-2171



Fax: (604) 568-2269

**To the Union:**

International Association of Machinists  
& Aerospace Workers

Transportation District Lodge 140

7980 River Road,

Richmond, British Columbia V6X 1X7

Telephone: (604) 448-0721

Fax: (604) 448-0710

- 23.02** Any notice provided in the Agreement to be mailed by Registered Mail shall be deemed given as of the next day after the date of mailing. The registration receipt shall establish the date of mailing.
- 23.03** The Company or the Union may change its address for service of notice at any time by notice as set out in Article 23.01.

**ARTICLE 24 – HUMAN RIGHTS**

- 24.01** 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 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 behavior, 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.

## **24.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 24.01 may be reported in confidence directly to the on-site Manager and the Union. The complainant will fill out the harassment complaint form. The Company shall provide the complainant with the reasonable time necessary to complete the complaint form during shift without loss of pay. Once a complaint(s) is

brought forward, both the Company and the Union must immediately 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 Company will investigate and take actions it considers appropriate to resolve the complaint. 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.

**24.03** 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.

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

## **24.05 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.

## **24.06 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 25 – HEALTH AND SAFETY**

**25.01** 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.

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

- (a) A sufficient supply of latex gloves will be provided at each screening point for the use of employees, on an as needed basis, when the employee believes there is a health risk. Any issue regarding allergies will be dealt with on an individual basis. The Health and

Safety committee will monitor and make recommendations.

- (b) If at any time, in any work area, the conditions become unbearable to work in accordance with Part 2 of the Canada Labour Code, whether it be heat or cold, the Company will provide the necessary equipment to make the workplace bearable to work in.

**25.03** The Union will co-operate to promote the adherence to the appropriate federal regulations, policies, practices and procedures.

**25.04** 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 Secretary elected from and by the Members of the Committee; where the Chairman is a Company Member the Secretary shall be a worker and vice versa.

## **25.05 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 26 – JOB POSTINGS**

- 26.01** The Company and the Union agree that promotions and transfers to higher paid jobs or to jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees, who have not been trained,

(i.e. if a job is posted, the Company will not take the position that only trained employees may qualify).

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

- 26.02** All Bargaining Unit vacancies, including training opportunities, will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. The posting(s) shall specify any pre-requisites as outlined in the Standard Operating Procedures (SOPs), if applicable. 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.

The Company will provide the Chief Shop Steward or their designate with a copy of all postings, by electronic means, prior to posting in the workplace.

- 26.03** All Bargaining Unit full-time positions will be offered to part-time employees in order of seniority.

Employees who are on Vacation or Sick Leave (i.e., Long-term Disability, Short-Term Disability, Maternity, WorkSafe BC, ICBC, etc.) during the posting period will have three (3) days after their return to bid the open position.

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

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

#### **ARTICLE 27 – TERM**

- 27.01** This Agreement shall become effective as of April 1, 2011 and shall remain in effect until March 31, 2012.
- 27.02** Either party, during five (5) 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.

#### **ARTICLE 28 – VRSC (VOLUME, RISK, STRESS AND CONSEQUENCES)**

As of April 1, 2009 a five percent (5%) payment addressing VRSC (Volume, Risk, Stress, and Consequences) monthly bonus will be added for full time employees. The calculation of the VRSC bonus will be as follows:

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



The amount of the VRSC bonus will remain fixed for the remainder of the term of the Collective Agreement.

Example:  $17.73 \times 2080 = \$36878.40 \times 5\% = \$1843.92$  divided by 12 = \$153.66

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

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

## **ARTICLE 29 – COLA (COST OF LIVING ADJUSTMENT)**

As of April 1, 2007, a three and three-quarters percent (3.75%) payment addressing COLA (Cost of Living Allowance) will be added for fulltime employees.

As of April 1, 2008, the 3.75% COLA will continue to be in place.

As of April 1, 2009, a total COLA of 7.5% will take effect. The calculation of the COLA will be as follows:

Maximum Hourly rate that is in effect of the year the COLA takes effect ending with the 2009 pay rate. For example:

April 1, 2007 (\$17.55) multiplied by 2080 hours multiplied by 3.75% divided by 12 to provide a monthly COLA.

April 1, 2008 (\$18.30) multiplied by 2080 hours multiplied by 3.75% divided by 12 to provide a monthly COLA.

Once the 2009 calendar year has been reached, the amount of the COLA will remain fixed for the remainder of the term of the Collective Agreement.

Example:  $17.73 \times 2080 = \$36878.40 \times 7.5\% = \$2765.88$  divided by 12 = \$230.49

This monthly COLA will be paid by the end of the month next following the month in which it is earned by the screening officer working at least a majority of his or her scheduled shifts in the month. It is understood that paid absences (i.e. vacations, paid sick/personal days, bereavement, etc.) provided for in this Collective Agreement shall be counted as shifts worked in this calculation.

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

## APPENDIX "A"

| IMPLEMENTATION DATE | LEVEL  | APRIL 1, 2011 |
|---------------------|--------|---------------|
|                     |        | 3%            |
| JOB TITLE           |        |               |
| SCREENING OFFICER   | S/A    | 15.57         |
|                     | F1     | 16.63         |
|                     | F2-3.1 | 17.70         |
|                     | F2-3.2 | 18.07         |
|                     | F2-3.3 | 18.44         |
|                     | F2-3.4 | 18.81         |
|                     |        |               |
| POINT LEAD          | PL     | 21.16         |

\*Level 3.1: 0 - 2080 hours

\*Level 3.2: 2081 - 4160 hours

\*Level 3.3: 4161 - 6240 hours

\*Level 3.4: 6241 + hours

**\*Asterisk references are for information purposes only.**

Acting Point Leads will be paid the Point Lead rate, when they are requested by Management to act in the capacity of a Point Lead for fifteen (15) minutes or more.

## APPENDIX “B”

### ACTING POINT LEADER

#### QUALIFICATIONS

The Company will allocate training opportunities to obtain CATSA Certification as a Point Lead based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern selection.

#### GENERAL QUALIFICATIONS

- Minimum of six months experience as a Screening Officer.
- Fully Transport Canada qualified.
- Completion of all pre-requisites in the CATSA SOPs to attend Point Lead Training.
- See Article 27.01.

#### METHOD OF SELECTION

- If a permanent or regular Acting Point Leader/Point Leader (if no other Point Leader is available) is on vacation, sick leave or Leave of Absence etc., the Company will upgrade a temporary Acting Point Leader 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 Acting Point Leader/Point Leader (if no other Point Leader is available) books

off on a daily basis, then the Company will upgrade a temporary Acting Point Leader for a period not longer than one day to ensure that all Members of the relief list can be utilized.

- If the Agent is designated to serve as Acting Point Leader by the Point Leader, or above, for fifteen (15) minutes or more, he will be paid a premium that is outlined in Appendix “A”.
- The Acting Point Leader will be utilized whenever a Point Leader is not available. The Acting Point Leader will be selected by the Point Leader 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 Acting Point Leader 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 Acting Point Leader is required. If no agent is available from that point, one will be selected on a seniority basis from the next closest point.
- Acting Point Leads will only be used to carry out specific assignments that continue for no more than ninety (90) days.
- The Company may post temporary, time limited Point Lead assignments for periods of longer than ninety (90) days to cover for Permanent Point Lead absences, such as Pregnancy Leave, Parental Leave, Sick Leave and other approved Leaves. However, Permanent Point Leads will be allowed to bid on such vacancies prior to Acting Point Leads.

- When a Permanent Point Lead is assigned to work in a lower paid classification, as a result of a loss of Certification, the Permanent Point Lead will be paid at the rate for the classification in which he or she is working but service hours worked in the Permanent Point Lead classification will count as service hours for the purposes of placing the Permanent Point Lead at the appropriate pay level within the classification in which he or she is working.

## **LETTER OF AGREEMENT #1**

### **EXPEDITED ARBITRATION:**

The parties recognize that it is in the best interests of the employees, the Union and the Company, to resolve grievances and/or complaints at the lowest possible level and in an expedited manner.

Accordingly, this Letter of Agreement is entered into, to capture the intent of the parties to enter into discussions during the term of the current Collective Agreement with a goal to introduce a framework for mutually agreeable expedited arbitration procedure.

June 9, 2009

## **LETTER OF AGREEMENT #2**

### **PERFORMANCE PAYMENTS, INCENTIVES AND BONUSES:**

In the event that either CATSA, the Company or any other regulatory body introduces any special monetary incentive or bonus payable/available to any employee/Member of the Bargaining Unit, the Company must enter into discussions with the Union and reach an agreement with respect to qualification requirements and/or criteria.

Immediately following ratification of the Collective Agreement the Company and the Union shall enter into discussions to mutually establish and agree upon the qualification requirements and/or criteria surrounding future payments under the Screening Officer Performance Payment Program.

June 9, 2009



## LETTER OF AGREEMENT #3

### HEALTH AND SAFETY PROGRAMS:

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.

Accordingly, upon ratification of the Collective Agreement, the Company agrees to jointly develop and implement the following Health and Safety programs:

1. All employees will participate in a recurrent Health and Safety Program. The Program will include training on a Company specific Emergency Evacuation Plan, WHMIS, Safe Lifting Practices and the contents of the Health and Safety Employee Handbook. The Company will allow time on the job to complete the Health and Safety Program. New hire employees will complete this training during orientation.
2. A Dosimeter Program will be implemented in all areas of work, in order to determine the radiation exposure levels of Screening Officers. The Dosimeter Program will be the responsibility of the Health and Safety Committee and shall be implemented no later than September 1, 2011.

3. An Emissions Program will be implemented, in order to ensure safe levels of vehicle emissions at all Non-Passenger Screening Vehicle check points. The Emissions Program will be the responsibility of the Health and Safety Committee and shall be implemented no later than September 1, 2011.

Any matters arising out of the application or interpretation of this Agreement will be discussed and mutually agreed to by the parties.

June 9, 2009

## **LETTER OF AGREEMENT #4**

### **ARTICLE 12 - TRANSFERS:**

The parties recognize that it may be in the best interests of the employees, the Union and the Company, to further define and/or amend the process for the voluntary transfer of employees within the Company's operational sites.

Accordingly, this Letter of Agreement is entered into, to capture the intent of the parties to enter into discussions during the Term of the current Collective Agreement following the determination made by CATSA with respect to the request for proposal of Service Providers, with a goal to introduce a framework for a mutually agreeable transfer process.

June 9, 2009

## LETTER OF AGREEMENT #5

### ARTICLE 5 - UNION REPRESENTATION:

The Company and the Union agree to work together in accordance with this Agreement in an atmosphere characterized by mutual trust, respect and cooperation for the benefit of the employees, the Company and the Union.

Accordingly, this Letter of Agreement is entered into, to provide for the more efficient administration of the Collective Bargaining Agreement, including the resolution of grievances and/or complaints, employee access to Union representation and improved communication between the parties.

The parties agree as follows:

1. In accordance with Clause 5.01 b, the parties recognize a Shop Committee comprised of the Chief Shop Steward, a Shop Committee Member and a Grievance Committee comprised of one (1) Steward for each fifteen (15) employees.
2. The Chief Shop Steward and Shop Committee Representative will be full-time positions funded directly by the Company for the purposes of remuneration and benefits. In recognition of the direct funding of these two (2) positions, the parties agree that the current quarterly funding payment agreement of fourteen thousand dollars (\$14,000.00) from the Company to the Local Lodge will be suspended upon ratification, on a pro-rated

basis, while the provisions of this agreement are in effect. In the event that this Letter of Agreement expires and/or is not renewed, the current quarterly funding payments will resume immediately.

3. They shall be employed on dayshift, Monday to Friday, or as otherwise mutually agreed, in order that they will be able to discuss Union matters with both the Membership and Management.
4. The Chief Shop Steward is responsible for the administration and enforcement of the Collective Bargaining Agreement and the direction of all Committees associated with the function, including the direction of the Shop Committee Representative, the Shop Stewards and orientation of new employees.

It is further understood, beyond the Terms of this Agreement, that the determination of Union Representatives is solely vested with the Union.

This Letter of Agreement is entered into for the term of the Collective Agreement. Should the parties fail to reach agreement on the continuance of this Agreement, the prior practices and agreements shall immediately be reinstated.

June 9, 2009

## **LETTER OF UNDERSTANDING #1**

### **SHIFT GIVEAWAYS**

The purpose of shift giveaways is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule. Employees may give away shifts as long as they are not giving away their job.

Both employees must sign a shift giveaway form or must be in writing and signed by all parties involved to be considered valid, and submit to Management. Management will reply back in writing or on the shift giveaways form the following day to all parties considered.

The employee signing to work that shift is responsible for that shift.

The employee who covers a shift will be paid at the rate of straight time for such time worked. Example: Agent “A” works for Agent “B” during the first pay period of the month - RESULT – Agent “A” will receive eight (8) hours (or whatever regular scheduled hours Agent “B” has), additional straight-time pay on the next cheque that he receives.

The Company will not incur overtime unless the employee goes over the regular scheduled hours for that day, i.e. over eight (8) hour shift, ten (10) hour shift, etc.

No employee shall be eligible for a shift trade if they have worked, or will work, a shift of eight (8) hours before the trade shift, or after the trade shift.

Employees who are CTX certified and are scheduled to do CTX, can only give away shifts to other employees who are CTX certified.

If an employee fails to work the giveaway shift(s) only the employee who did not show up for work, will lose their shift exchange privileges for thirty (30) days.

## LETTER OF UNDERSTANDING #2

### WORKPLACE HEALTH and SAFETY COMMITTEE

#### Clarification for Article 26

It is understood that the Workplace Health and Safety Committee holds responsibility for investigating any claim of unsafe working conditions by an employee. The Workplace Health and Safety Committee will work in conjunction with HRSDC to resolve any issue that cannot be remedied internally.

Areas of responsibility that fall within the scope of the Workplace Health and Safety Committee (note that this list is not complete and changes can be made due to changes in legislation) are:

- Safe/Unsafe work conditions
- Concerns raised in regards to safety equipment
- Monitor quantities of safety items and make recommendations for replacing items
- Prepare reports to submit to the National Health and Safety Committee on non compliances

The Workplace Health and Safety Committee will be comprised of representatives of Management and Union and will work together to ensure a safe working environment for all involved.



## **LETTER OF UNDERSTANDING #3**

### **STUDENT / CASUAL EMPLOYEES**

The Company and the Union entered into this Agreement in an effort to accommodate those employees who are pursuing the continuance of their education or other personal situations but wish to maintain a casual working relationship with the Company.

#### **Eligibility:**

SCEs status is available to current full-time and part-time employees with six (6) months seniority. Everything else being equal, SCE status will be granted on a seniority basis.

Application for SCE must be provided by letter to the Senior Site Manager, Operations, thirty (30) days in advance of a shift bid. For the purposes of this LOU the base date which will be used to calculate the thirty (30) days will commence from the date of when the Company memo regarding SCE is put out on the floor.

The employee in the application letter must give:

- The reason to be on SCE status;
- Proper written documentation for the reason;
- Identify days of the week the SCE will be available to work, which must include weekends;
- Indication of preference for AM and/or PM shifts.

If an employee is going to school and he/she is not informed of their school schedule thirty (30) days in advance, then the employee must inform the Company at

that time their intention to be on SCE status in the application letter. The Company will also require a signed written confirmation from an authority figure within the school institution he/she is attending as to when the registration date is. The employee is to inform the Company, their school schedule the day after their registration date with the proper documentation from the same authority mentioned above. Failure to do so may lead to the employee losing SCE status and as a result will bid in the shift bid. If the shift bid has already occurred the employee can bid all available shifts at that time. If no shifts are available one will be assigned to them. The employee will not be eligible to “bump” other employees from their shift.

SCE status must be used for reasons indicated on the application letter or the employee may lost SCE status and may be subject to progressive discipline. If the SCE loses their SCE status the above mentioned process will be used to assign a shift.

Application letters for SCE received after the thirty (30) day deadline will be auctioned on a first come, first serve basis depending upon operational requirement and availability of SCE positions. The SCE positions will be limited to ninety (90) for the winter schedule and fifty (50) for the summer schedule. However, the Company and the Union may increase/decrease these SCE positions by mutual agreement.

SCE status is for the duration of the shift bid in which it has been awarded. However, if an SCE school schedule changes due to new semester then an SCE may submit a new schedule the day after the registration date. SCE must inform the Company of their new schedule as

outlined above and comply in accordance with the above mentioned process.

An SCE must be willing and able to provide the Company with sufficient availability to meet the intent of this letter. An SCE shall be expected to work a minimum of sixteen (16) hours per week which must include weekends. If a student is required to attend school on a weekend then the Company may elect to give that day which the student is attending school. If a casual employee requires a weekend off, then this will be evaluated on a case-by-case basis by the Company and the Union based on operational requirement. Written documents may be requested from casual employee(s) to support the employee to be on SCE status. A signed written confirmation from an authority figure within the school institution he/she is attending must be given to the Company, in order for the Company to consider giving that day off. An SCE who fails to work their assigned schedule will be subject to progressive discipline.

Special Requirement Shifts (HBS, NPS, etc.) are not eligible for consideration under this LOU.

### **Employee Status:**

The terms of the Collective Agreement will apply unless modified herein.

### **Shift Arrangements:**

The Company will endeavour to advise SCEs of their schedule by giving the employee one (1) week notice.

SCEs will not be allowed to bid on shift bids.

SCEs will be required to provide the Company with their availability to work additional hours during the peak time of the year (i.e., Christmas, Easter, etc.). The Company will not incur overtime unless the SCE goes over their regular scheduled hours for that day (i.e., over eight (8) hour shift, ten (10) hour shift, etc.).

It is understood that additional hours will be offered to SCEs in accordance with the procedures mentioned above prior to offering and awarding extra hours to regular full-time and part-time employees, with the exception of operational necessities. The Company will not incur overtime unless the SCE goes over their regular scheduled hours for the day (i.e., over eight (8) hour shift, ten (10) hour shift, etc.).

This agreement shall be in effect for the Term of the Collective Agreement. This LOU can be cancelled by mutual agreement.

The parties agree to meet the following ratification and prior to the development of the 2011 fall/winter shift schedule, to review the intent, application and administration of this Letter of Understanding, in order to address any concerns.

## **ADDITIONAL TERMS:**

All outstanding grievances, previously referred to arbitration as of the date of ratification will be referred to mediation with a Federal Mediation & Conciliation Services (FMCS) Officer in the Pacific Region, to be heard within sixty (60) calendar days. In the event the parties are unable to reach agreement on the resolution of these matters with the assistance of the Conciliation Officer, arbitrations will be scheduled and commence within thirty (30) days. Remaining active grievances will continue to be processed through the normal provisions of the grievance procedure.

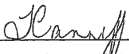
The parties further agree to participate in the Supervisor - Steward Joint Training Program, Preventive Mediation Program offered through Federal Mediation and Conciliation Service (FMCS).


The Parties agree that the language of the current collective agreement as amended herein will constitute a Memorandum of Agreement, which each bargaining committee agrees to recommend for ratification to their respective organizations.

All other proposals tabled by either party are hereby withdrawn on a without prejudice basis.

Dated this 4<sup>th</sup> day of June, 2011, Vancouver, British Columbia.

For the Union:


  
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Tania Canniff, General Chairperson  
Transportation District 140, IAM & AW


  
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Ron Fontaine, GLR & Trustee LL 16  
IAM & AW

  
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René Chand, Committee


  
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Phillip Kim, Committee


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Bob Mosley, Committee

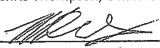
  
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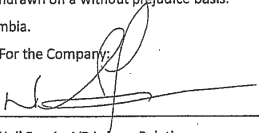
  
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Derek Rose, Committee

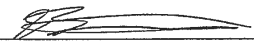
  
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Rick Singh, Committee

  
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Chris Thompson, Committee

  
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Marc Wong, Committee

For the Company:

  
\_\_\_\_\_  
Neil Fernie, VP Labour Relations  
Aeroguard Group Ltd.

  
\_\_\_\_\_  
Scott Boogeman, Director Labour Relations  
Aeroguard Group Ltd.