

COLLECTIVE AGREEMENT

BETWEEN:

**SECURIGUARD SERVICES LIMITED
(Vancouver International Airport)**

AND:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



FOR

**Transportation District Lodge 140 (Local Lodge 16)
Security Personnel Unit**

AGREEMENT #2

JULY 1, 2008 – SEPTEMBER 30, 2013

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose	3
2	Scope and Recognition	4
3	Union Security	5
4	Management Rights	6
5	Union Representation	7
6	No Discrimination	9
7	Grievance Procedure	10
8	Arbitration	13
9	No Strike - No Lockout	14
10	Seniority	15
11	Probationary Employee	17
12	Job Posting	18
13	Lay-off and Recall	20
14	Leave of Absence	22
15	Posting Notices	26
16	Hours of Work & Scheduling	27
17	Shift Trade Policy	29
18	Overtime	30
19	Classifications	31
20	Statutory Holidays	32
21	Annual Vacation & Vacation Pay	33
22	Human Rights	34
23	Health and Safety	36
24	Health Benefits	37
25	Renewal, Amendment and Termination	38
Appendix A	Wage Scale	39

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, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration, or alleged violation of the Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

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

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

Supervisors may perform Bargaining Unit work on an emergency, occasional breaks and training basis only.

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

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 the Union, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as “Union Dues”.

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
- (b) To discipline or discharge employees for proper cause.
- (c) To make and alter from time to time, rules and regulations to be observed by all employees. The Company will endeavor to give the Union fourteen (14) days written notice of changes made to such rules and regulations.

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

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

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

ARTICLE 5 – UNION REPRESENTATION

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

- (a) A Shop Steward Committee of not more than ten (10) Members who shall be employees of the Company covered by this Agreement. However, no more than four (4) Members shall attend any meeting between Management and Union.
- (b) A Negotiating Committee comprised of, at least, three (3) Members of whom one (1) shall be Chief Steward, selected by the Union to act on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Company. As employees increase, the Committee should be comprised of one (1) representative for every fifty (50) employees.
- (c) An Industrial Relations Committee comprised of a maximum of three (3) Shop Stewards (elected by the Shop Steward group) to meet quarterly (or as needed by mutual agreement) with Management representatives

in order to address matters of concern regarding the Union Membership and day to day operations at the site.

- (d) The Union will be given one (1) hour on the first day of the AVSEC course to privately address new employees.

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

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

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

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

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 four (4) days of the incidents giving rise to the discipline.

- (a) Where an employee chooses not to have a Shop Steward present such discipline will not be used as a precedent in future cases
- (b) The employee will be given a form to sign indicating that he has declined the opportunity to have a Shop Steward present when the discipline is imposed by the Supervisor.

ARTICLE 6 - NO DISCRIMINATION

6.01 The Union and its officials and Members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.

6.02 No employee shall be discriminated against by the Company nor suffer any loss of employment because of Membership or activity in the Union.

6.03 Where the word "he" is used in this Collective Agreement, it also means "she".

- 6.04** The Company agrees to abide by the Canada Labour Code in all matters of personal and sexual harassment.

ARTICLE 7 - GRIEVANCE PROCEDURE

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

- 7.02** It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Supervisor the opportunity to deal informally with his complaint. The Company shall respond within four (4) days.

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

STEP ONE

- 7.04** Within ten (10) 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

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

- 7.06** 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 8 of the Agreement.

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

DISCIPLINE, DISMISSAL AND SUSPENSION

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

7.11 **Unsettled Disputes**

A grievance pursuant to Article 7.06 or Step Two which is not settled to the satisfaction of the parties be submitted by either party to arbitration within twenty-one (21) days. The grievance shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written Notice of Intent to submit the matter to arbitration.

- 7.12** Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.

7.12 **Trouble Shooter**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement during the term of the Collective Agreement, such difference may be referred, with the mutual agreement of both parties, to one of the following persons:

- 1) Vince Ready
- 2) Peter Cameron

Or a substitute agreed to by the parties.

The Trouble Shooter will:

- (a) investigate the difference;
- (b) define the issue in the difference; and,
- (c) make written recommendations to resolve the difference.

Within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The parties shall jointly bear the cost of the Trouble Shooter.

ARTICLE 8 – ARBITRATION

8.01 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 7, the matter may then be referred to arbitration by notice in writing by one party to the other within thirty (30) days from the decision of the Company under Article 7. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of the Arbitrator provided below:

Vince Ready
David McPhillips
Ron Keras

8.02 The recipient of the written notice, referred to in Article 8.01, 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.

8.03 Each grievance submitted to arbitration under Article 7.06 shall be heard separately.

8.04 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.

8.05 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 settlement agreed to by the parties or determined by the Arbitrator.

- 8.06** Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 8, shall not be made the subject of another grievance.
- 8.07** 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 9 – NO STRIKE – NO LOCKOUT

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

ARTICLE 10 – SENIORITY

- 10.01** The parties agree there shall be three (3) types of seniority:
- i. Company seniority shall be the length of service at all locations of Securiguard.
 - ii. Site seniority shall be the length of service working for the Company at YVR.
 - iii. Classification seniority for an employee shall commence from the date of entry into a classification and shall not be transferable from one classification to another.
- 10.02** **Application of Seniority**
In selecting the successful applicant(s) for postings under Article 12, seniority will be the deciding factor so long as the senior employee has the qualifications and ability to perform the job. The Company shall lay-off and recall under Article 13 in reverse order of classification seniority provided the remaining employees in the classification have the ability and the certificates to perform the work.

The successful applicant must also have the required certificate of qualifications for the position unless such certificate cannot be achieved prior to the day the posting, lay-off or recall is scheduled to be effective.

Senior employees are entitled to training of a day or two to succeed in a posting, lay-off or recall, otherwise they are entitled to be made familiar over the course of the week if the work in question was previously performed.

10.03 Seniority shall not be deemed to establish any right to the continuation of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.

10.04 **Termination of Seniority**

Employee status and seniority shall both terminate when:

- (a) An employee voluntarily terminates his employment.
- (b) An employee is discharged for cause.
- (c) An employee has been on lay-off for twelve (12) consecutive months or on lay-off for twenty-four (24) months if their length of Site seniority is greater than twenty-four (24) months.
- (d) An employee fails to report for work after a recall from lay-off within seven (7) days of receipt of Notice of Recall. Such Notice to be sent by Registered Mail to the employee's last known address with the Company.
- (e) An employee fails to report for work at termination of Leave of Absence.
- (f) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

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

10.06 For seniority purposes, Lead Hand is not a separate classification and for all purposes to which classification seniority applies, the employee will continue to accrue classification seniority from the classification last employed in.

- 10.07**
- (a) Where a new classification or department is established and an existing employee transfers to that classification or department, the employee's classification seniority will be at least three (3) days prior to any new hires from outside the Company.
 - (c) If the Company transfers more than one employee on the same day to the new classification or department, from other departments, their respective classification seniority will be determined by their Site seniority.

10.08 **Same Day Hiring**

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If a Shop Steward cannot be present, any IAM & AW Member in good standing can witness the draw. The draw will be held at the end of the Union's two (2) hour meeting with employees on the first day of their training program.

ARTICLE 11 – PROBATIONARY EMPLOYEES

11.01 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 560 hours or ninety (90) calendar days, whichever comes sooner. The Company shall have the right to dismiss a probationary employee who lacks suitability for future employment.

Any person re-employed by the Company after having separated from his employment shall, when re-employed, again be a probationary employee as herein provided. A laid off employee or an employee on leave of absence who returns to work prior to losing their seniority, will not again be a probationary employee should he return to work.

ARTICLE 12 - JOB POSTING

12.01 In selecting the successful applicant(s) for a posting, site seniority will be the deciding factor where the senior employee has the qualifications and ability to perform the job.

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

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

12.04 Information on Postings

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

- start date of position

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

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

12.06 The Company agrees to supply the Union with the names of all applicants for a vacancy or new position in the course of a grievance investigation, if so requested.

12.07 **Vacancies of Less Than 60 Days**

- (a) If the vacancy is one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
 - i) In order of classification seniority, by employees who have indicated their interest to work additional hours, in writing, provided that they are qualified and have the ability to perform the work.
 - ii) In order of site seniority, by employees who have indicated their interest to work additional hours, in writing, provided that they are qualified and have the ability to perform the work.
 - iii) If the application of this paragraph requires the Company to pay overtime to the employee transferring into the position, the proposed move need not be made.
- (b) Where operational requirements make it necessary, the Company may make temporary appointments pending the posting and consideration of Bargaining Unit applicants pursuant to Article 12.02.

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

ARTICLE 13 - LAY-OFF AND RECALL

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

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

- (b) The Company agrees to inform the Union in the event of any lay-off and, if requested by the Union, meet to discuss displacement rights of the employee(s).
- (c) In the event of an operational change affecting at least fifteen percent (15%) of the Bargaining Unit the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.
- (d) Employees shall receive at least fourteen (14) days notice of a lay-off that affects at least fifteen percent (15%) of the Bargaining Unit.

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

13.04 An employee recalled from a layoff will be done so by classification seniority provided the remaining employees in the classification have the ability and the certificates to perform all of the work.

13.05 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 laid-off employee with seniority must keep the Company informed of any change of address by Double Registered Mail.

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

13.07 **Displacement Rights**

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 After twelve (12) months of service, a request for a Leave of Absence without pay will be considered by the Company upon two (2) weeks written notice and granted where permitted by operational requirements. Such leave will be for a period not exceeding sixty (60) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority.

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

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

14.02 Leave of Absence without pay in excess of sixty (60) calendar days may be granted only where there is mutual agreement amongst all parties involved. Exceptions to this Clause are Article 14.04 and Child Care Leaves.

14.03 On written request of the Union, the Company shall not unreasonably deny a Leave of Absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee, except that Leave of Absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and training courses. In any event, such Leave of Absence shall be restricted at any one time to a maximum of three (3) employees.

14.04 L.O.A. For Union Business

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

The Company will grant a Leave of Absence, without pay, to not more than two (2) Members of the Grievance Committee for the purpose of preparing for arbitration under Article 8 provided the Company is given at least two (2) days advance notice in writing by the Union.

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

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

- (a) As a consequence, natural mothers are entitled to leave as per the Canada Labour Code.
- (b) An employee is not obliged to take Maternity Leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.
- (c) An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.
- (d) No employment decisions, whether pertaining to training, promotion, discipline, suspension, or dismissal, may take into account an employee's pregnancy or intention to take Child Care Leave.

14.06 **Maternity Leave**

Every employee who has six (6) months service with the Company is entitled to and shall be granted a Leave of Absence and the following rules shall apply for Maternity, Parental, Adoption, and Child Care Leaves:

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

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

- (d) The Company must inform, in writing, every employee who takes leave under these Clauses of every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing and provide the Company with current contact information.
- (e) Every employee who takes leave under these Clauses, is entitled to be reinstated at the position that the employee occupied when the leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location, subject to the provisions of Article 13.
- (f) The health and disability benefits and seniority of any employee who takes, or is required to take, a Leave of Absence from employment under this Article shall accumulate during the entire period of the leave.
- (g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (f) above, the employee is responsible for and must pay on a monthly basis.
- (h) For the purposes of calculating the pension and health and disability benefit of an employee the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- (i) For the purposes of calculating benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than benefits referred to (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- (j) Where an employee is pregnant, that employee is entitled to and shall be granted a Leave of Absence of up to nineteen (19) weeks which leave may commence not earlier than eleven (11) weeks prior to the

estimated date of her confinement and end not later than nineteen (19) weeks following the actual day of her confinement.

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

14.07 Child Care Leave

When an employee has or will have the actual care and custody of a newborn child that employee is entitled to and shall be granted a Leave of Absence of up to thirty-seven (37) weeks commencing as the employee elects.

- (a) In the case of a female employee:
 - on the expiration of any Leave of Absence taken by her under Clause 14.06;
 - on the day the child is born; or
 - on the day the child comes into her actual care and custody.
- (b) In the case of a male employee:
 - on the day the child is born; or
 - on the day the child comes into his actual care and custody.
- (c) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this Clause, shall not exceed thirty-seven (37) weeks.

14.08 Adoption Leave

- (a) Where an employee commences legal proceedings under the laws of a Province to adopt a child or obtains an order under the laws of a Province for the adoption of a child, that employee is entitled to and shall be granted a Leave of Absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- (b) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this Clause, shall not exceed thirty-seven (37) weeks.

ARTICLE 15 - POSTING NOTICES

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

ARTICLE 16 – HOURS OF WORK & SCHEDULING

16.01 Continuous Operation

- (a) The work week shall provide for continuous operations from Sunday at 12:00 a.m. through Saturday at 11:59 p.m.
- (b) An employee will not leave his workplace until relieved by his replacement on the oncoming shift, unless given permission to leave by the Supervisor. The employee must notify the Supervisor should the replacement employee not report to work within a reasonable period of time.

16.02 Hours of Work

- (a) The standard work week for full-time employees shall be forty (40) hours per week and eight (8) hours a day which includes an unpaid meal break of one-half (1/2) hour. This standard work week will be five (5) consecutive work days followed by two (2) consecutive days off.
- (b) The full-time standard work week in (a) may be amended as follows:
 - (i) four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; half (1/2) hour meal breaks will be unpaid;
 - (ii) four (4) consecutive twelve (12) hour days followed by four (4) consecutive days; half (1/2) hour meal breaks will be paid.
- (c) Meal periods, which will be scheduled as close to the middle of the shift as possible, will not be considered as time worked for an eight (8) or ten (10) hour day, unless the employee is scheduled to be on-call during the meal period.
- (d) The Company must continue the present practice of ensuring each employee receives one (1), fifteen (15) minute break in each half of their shift. This will be a grievable matter if the present practice is not continued on a regular basis.

- 16.03**
- (i) The Company shall arrange the times of all on duty and off duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (ii) There shall be a minimum of ten (10) consecutive hours off duty between the completion of one work shift and the commencement of the next.

16.04 The Company may alter posted shift schedules with at least forty-eight (48) hours notice to the Union and the affected employees to accommodate YVR schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given then the full-time employee shall receive one and one-half (1 1/2) times his regular rate of pay for the shift worked, or shall receive his regular pay for the first cancelled shift if less than five (5) days in the week are made available.

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

16.06 The full-time complement in all classifications will be determined by the Company. It is agreed that where, in a classification, there is an eight (8) consecutive hour requirement for five (5) days on a shift, or a ten (10)

consecutive hour requirement for four (4) days on a shift, that the Company must make every effort to make this a full-time position.

ARTICLE 17 - SHIFT TRADE POLICY

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

ARTICLE 18 - OVERTIME

18.01 Where the Company determines that overtime is needed at the end of a shift, or before a shift commences, the hours shall be offered in order of seniority to those employees on shift within the classification. Should all senior employees refuse the overtime, the junior employees on shift and within the classification will be required to work until a replacement is found. A replacement employee will only be required for overtime in excess of three (3) hours.

18.02 In order to accelerate the selection for voluntary overtime for the next or following day(s), employees in each classification will indicate their availability for overtime by signing, if available on those days, in the Daily Overtime Book which will be in the Manager's office.

The Company will call employees on this list, by classification seniority, when work becomes available. If no one volunteers, the Company will offer the work to other senior employees in the classification. Should all senior employees refuse the overtime, the junior employees on shift and within the classification will be required to work until a replacement is found.

The Company agrees to maintain a record of calls made and hours of overtime worked. This record will be made available to the Union.

18.03 In the event of overtime requiring additional shifts, such overtime opportunities will be offered by classification and seniority. In the event no one is willing to work overtime in the classification, the junior person in the classification shall be assigned the shift.

Overtime as a result of the extension of a shift shall be assigned to the employee working the shift that is extended.

18.04 All hours worked in excess of the scheduled hours of work referred to in Article 16.02 shall be paid at the rate of one and one-half (1 1/2) times the

employee's regular basic hourly rate. Paid lunch periods shall not be included in the computation of standard hours of work referred to in Article 16.02. Any hours worked by an employee on a paid holiday behind his regular shift or in excess of the regular weekly hours will be paid at the rate of one and one half (1 1/2) his regular rate of pay.

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

18.06 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.

ARTICLE 19 - CLASSIFICATIONS

Job Descriptions

19.01 (a) The Company shall draw up job descriptions for all classifications in the Bargaining Unit. Job descriptions shall contain the job title, qualifications, a general statement of duties and responsibilities, the wage level of the job and the date prepared.

(b) The Union will be given copies of all job descriptions and have sixty (60) calendar days to file an objection.

(c) In the case of a newly created job or classification, the Company will draft a new description and meet with the Union to discuss appropriate remuneration.

(d) If an agreement cannot be reached on a job description the issue(s) may be submitted to arbitration. The arbitrator shall decide on the issue based on the relationship of the job description for the new classification to existing classifications in the Bargaining Unit.

(e) If an employee or the Union considers there has been a significant change to their job or classification, the parties will meet to discuss the matter. The Union may initiate a grievance at Step Two of the grievance procedure. The arbitrator shall decide on the issues based on the relationship of the job description of the new classification to existing classifications in the Bargaining Unit.

(f) Any decision to adjust the wage rate, either by the parties or the Board, shall be retroactive to the date the grievance was filed.

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

19.03 Employees currently paid a higher rate of pay than the rate in the Collective Agreement, for whatever reason, will maintain that higher rate until the Collective Agreement exceeds their current rate.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following Statutory Holidays shall be observed:

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

20.02 In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent in hours of his regularly scheduled shift, whichever is greater.

20.03 An employee who works on a Statutory Holiday will be paid at one and one-half (1-1/2) their regular rate of pay for the hours worked in addition to the paid Statutory Holiday.

20.04 Part-time employees are required to work fifteen (15) of the last thirty (30) days preceding the Statutory Holiday in order to qualify for the Statutory Holiday.

ARTICLE 21 - ANNUAL VACATION & VACATION PAY ENTITLEMENT

21.01 All employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays:

- (a) Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement of one (1) day per completed calendar month for a total of ten (10) working days.
- (b) Employees who, at the December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate four percent (4%) of their earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to ten (10) working days vacation.
- (c) Employees, who at December 31st of the year preceding the year in which the vacation is to be taken, have five (5) years or more continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their

earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to fifteen (15) working days vacation.

ARTICLE 22 – HUMAN RIGHTS

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

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

(a) **Discrimination/Harassment Prohibited**

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

(b) **Sexual Harassment**

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

22.02 Complaint Procedure

Any complaint involving allegations of discrimination or harassment, as defined in Article 22.01 may be reported in confidence directly to the 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.

The Site Manager or his designate will investigate the complaint. A Union representative will be present if the complainant or the accused offender so requests. At the Union's request, the Company will meet with the Union and keep them informed of the investigation.

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

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

- 22.03** Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of harassment, including but not limited to filing a Human Rights Complaint.
- 22.04** The parties recognize that the Duty to Accommodate applies to Article 22.01 (a) and (b).
- 22.05** The Union retains the right to file a grievance under Article 7 and failing resolution of the grievance, the Union may pursue the matter.
- 22.06** **Transfer of Harasser**
Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

ARTICLE 23 – HEALTH AND SAFETY

- 23.01** The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Industrial Health and Safety Regulations (I.H.S.R.) policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.
- 23.02** The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.
- 23.03** The Union will co-operate to promote the adherence to the appropriate Federal Regulations, policies, practices and procedures.
- 23.04** A Health and Safety Committee shall be established in accordance with Federal Regulations including:
- (a) not fewer than four (4) regular Members, employed at the operation and experienced in the types of work carried on at the operation; and
 - (b) Membership chosen by and representing the workers and the Company. In no case shall the Company's representatives outnumber those of the workers; and
 - (c) a Chairman and a Secretary elected from and by the Members of the Committee; and
 - (d) where the Chairman is a Company member the Secretary shall be a worker and vice versa.
- 23.05** **Reporting of Unsafe Conditions**
- (a) Employees shall immediately report to their Supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

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

ARTICLE 24 – HEALTH BENEFITS

- 24.01** The Company will pay fifty percent (50%) of the cost of the premiums for the Securiguard Plan (as outlined in Appendix 4 of the Company's submission).

ARTICLE 25 – RENEWAL, AMENDMENT, AND TERMINATION

- 25.01** Except as otherwise provided herein, this Agreement shall be effective from July 1, 2008 until September 30, 2013 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.
- 25.02** If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

APPENDIX A – WAGE SCALE

JULY 1, 2008 – SEPTEMBER 30, 2013

		JULY 1/08 – JUNE 30/09	JULY 1/09 – JUNE 30/10	JULY 1/10 – JUNE 30/11	JULY 1/11 – JUNE 30/12	JULY 1/12 – JUNE 30/13
JOB TITLE	LEVEL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
SOC	1	15.86	16.33	16.82	17.52	18.25
	2	16.47	17.11	17.77	18.52	19.29
	3	17.07	17.90	18.73	19.51	20.33
	4	17.68	18.68	19.68	20.51	21.37
AVSEC PATROL	1	15.86	16.33	16.82	17.52	18.25
	2	16.47	17.11	17.77	18.52	19.29
	3	17.07	17.90	18.73	19.51	20.33
	4	17.68	18.68	19.68	20.51	21.37
ACP-STATIC	1	11.43	11.77	12.12	12.62	13.15
LINK	2	12.12	12.68	13.25	13.80	14.38
SWING	3	12.82	13.60	14.38	14.98	15.61
PARKING PATROL	4	13.51	14.51	15.51	16.16	16.84
FIS PATROL						
PUBLIC PATROL						
CRUISE:						
STATIC						
CSF ENTRY						
CAT						
NORTH GATE						
ACO STAFF	1	14.03	14.45	14.88	15.08	15.71
	2	14.72	15.34	15.96	16.34	17.03
	3	15.42	16.22	17.03	17.61	18.34
	4	16.11	17.11	18.11	18.87	19.66
TRAINING	1	10.00	11.00	12.00	12.50	13.00

NOTES:

Length of Collective Agreement – 5 years and 3 months (July 1, 2008 to September 30, 2013)

Hourly Increments: Level 1: 0-1000 hours, Level 2: 1001-2000 hours, Level 3: 2001-3000 hours, Level 4: 3001 hours +

Premium Pay for Trainers - \$1.50

Cost of Living Allowance (COLA):

Should the Lower Mainland COLA increase beyond 4.2% in Year 4 and Year 5, all rates in each position will be adjusted to reflect the actual COLA. The COLA increase will be rolled into the wage structure at the beginning of the following year.

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

RICHMOND, BRITISH COLUMBIA, this ____ day of _____, 2009.

For the Company:

For the Union:

**Arik Garber, President & CEO
Securiguard Services Ltd.**

**Ron Fontaine, GLR & Trustee
Local Lodge 16 – IAM & AW**

**Joe Proznick, Director – Human Resources
Securiguard Services Ltd.**

**Ken Blowey,
Negotiations Representative
Local Lodge 16, IAM & AW**

**Eugene Danysh,
Negotiations Representative
Local Lodge 16, IAM & AW**

**James Fong,
Negotiations Representative
Local Lodge 16, IAM & AW**

**Malpreet Gill,
Negotiations Representative
Local Lodge 16, IAM & AW**

**Adil Irani,
Negotiations Representative
Local Lodge 16, IAM & AW**

**Joaquim Rodrigues,
Negotiations Representative
Local Lodge 16, IAM & AW**

**Steffan Zamzow,
Negotiations Representative
Local Lodge 16, IAM & AW**