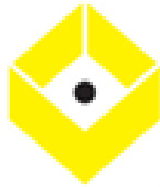


COLLECTIVE AGREEMENT

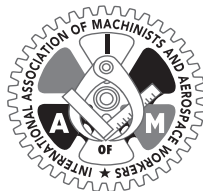
BETWEEN:

**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 #3

OCTOBER 1, 2013 - MARCH 31, 2019

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose	4
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	14
9	No Strike - No Lockout	19
10	Seniority	20
11	Probationary Employee	22
12	Job Postings	23
13	Lay-off and Recall	27
14	Leave of Absence	29
15	Posting Notices	38
16	Hours of Work & Scheduling	38
17	Shift Trade Policy	43
18	Overtime	43
19	Classifications	46
20	Statutory Holidays	48
21	Annual Vacation & Vacation Pay	49
22	Human Rights	52
23	Health and Safety	54

24	Health Benefits	56
25	Uniforms	56
26	Sick Days	57
27	Training	57
28	Licenses and Certificates	58
29	Renewal, Amendment and Termination	58
Appendix A	Wage Scale	60
Notes		61
MOA #1	Contract Retention Bonus	62

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.

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

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

ARTICLE 3 - UNION SECURITY

- 3.01** Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour, religion or age.
- 3.02** All employees covered by this Agreement must become Members of and maintain Membership in good standing in the Union as a condition of employment. They shall maintain Membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.
- 3.03** Upon written authorization from the Union, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as "Union Dues".
- 3.04** Union dues for all employees shall be per Local Lodge 16 Bylaws. The Company will be notified, in writing, of changes to the dues structure, if any.
- 3.05** The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 3.

RTICLE 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.

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

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

- (a) The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.

- (b) It is understood and agreed that all previous Agreements, whether oral or written, by and between, the Company and the Union are superseded by this Agreement.

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

ARTICLE 5 - UNION REPRESENTATION

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

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

of concern regarding the Union Membership and day to day operations at the site.

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

5.02 The Members of the Shop, Negotiating, Health and Safety and Industrial Relations Committees shall be employees 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 Shop Steward and Local Lodge Executive of the functions provided by Article 5.01 hereof for settlement of a complaint or grievance, can commonly arise during his 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.

The Chief Shop Steward will receive four (4) hours off from his regular scheduled shift per month to perform Union related business. The Company will pay the Chief Shop Steward his regular rate of pay during the four (4) hours per month.

- 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 a member of the Management team the opportunity to deal informally with his complaint. The Company shall respond within four (4) days.
- 7.03** Should any difference arise between the Company and the Union as to the interpretation, application, administration, alleged violation of

the provisions of the Agreement or discipline that cannot be satisfactorily dealt with pursuant to Article 7.02, an earnest effort shall be made to settle such difference in the following manner.

All timelines will be exclusive of Saturdays, Sundays and statutory holidays.

STEP ONE

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

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

An authorized Union representative(s) and a member(s) of the Management team will meet at

least once a month for the purpose of conducting Step Two grievances and Discipline Appeal hearings.

STEP THREE

- 7.06** Any unsettled disputes not resolved at Step Two or a grievance and/or appeal which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance and/or appeal shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance and/or appeal. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of the Step Three meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 8 of the Agreement.
- 7.07** The Company will notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure February 1st of each year, or more if needed.
- 7.08** Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 7 or Article 8 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.

7.09 Any and all the time limits set forth in Article 7 or Article 8 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

DISCIPLINE, DISMISSAL AND SUSPENSION

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

7.11 Unsettled Disputes

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

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

7.13 Trouble Shooter

If a suspension has been issued by the Company, the suspension will be delayed until such time as the appeal timelines have expired,

the appeal has been settled, or determined by reference to arbitration.

7.14 Disciplinary suspensions will be served in conjunction with regular days off.

7.15 Under circumstances where, as a result of an event or incident, it is considered undesirable that an employee should be allowed on the Company premises and where there is doubt as to the appropriate charge and/or penalty, the employee may be held out of service pending investigation. This investigation period will not incur loss of pay unless the event or incident results in termination. The Company may withhold pay during the investigation but must reconcile the difference in pay once the investigation has been completed and/or discipline has been issued.

7.16 Any discipline or investigation shall be dealt with out of the view of the public eye and/or co-workers.

ARTICLE 8 - ARBITRATION

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

sought. If the matter cannot be heard within forty-five (45) calendar days after seeking mediation then the matter can be referred to arbitration by either party or expedited arbitration as per Article 8.09.

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

regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any settlement agreed to by the parties or determined by the Arbitrator.

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

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

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

(a) The process will be as follows:

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

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

(ii) Limited use of precedential authorities.

- (iii) Parties endeavouring to conclude cases within one (1) day.

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

2) Decisions will be:

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

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

- (b) It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time:

- (i) A brief of pertinent documents will be jointly presented to the Arbitrator.
- (ii) If possible, a statement of agreed to facts will be jointly presented to the Arbitrator.
- (iii) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (v) The Arbitrator will decide whether hearsay evidence and extrinsic evidence will be allowed to be entered as evidence. Hearsay and extrinsic evidence will be given the appropriate weight by the Arbitrator.
- (vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (vii) Arguments will be presented only to the points in issue.
- (viii) Case authorities will be kept to a minimum and will go only to points at issue.
- (ix) Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table. If mediation is not successful the

Arbitrator will retain the authority to make a decision.

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

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

Vince Ready
David McPhillips
Ron Keras

8.11 The recipient of the written notice, referred to in Article 8.10, shall confirm receipt of such notice in writing to the other party within ten (10) days after the notice has been given. Where the first Arbitrator named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

ARTICLE 9 - NO STRIKE - NO LOCKOUT

9.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Union and the employees agree that there shall be no

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

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

ARTICLE 10 - SENIORITY

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

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

10.02 Termination of Seniority

Employee status and seniority shall both terminate when:

- (a) An employee voluntarily terminates his employment.

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

10.03 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.

10.04 (a) Where a new classification or department is established and an existing employee transfers to that classification or

department, the employee's classification seniority will be at least three (3) days prior to any new hires from outside the Company.

- (b) If the Company transfers more than one employee on the same day to the new classification or department, from other departments, their respective classification seniority will be determined by their Site seniority.

10.05 Same Day Hiring

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

ARTICLE 11 - PROBATIONARY EMPLOYEES

- 11.01** Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee until he has been employed for 560 hours or 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 POSTINGS

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

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

12.03 **Information on Postings**

- (a) All job postings will indicate the following:
 - date of posting and closing date of posting
 - work days and days off
 - pay rate
 - hours of work
 - start date of position
 - number of positions
- (b) For information purposes, the posting will state the hours of work, including the stop and start times.
- (c) The hours of work, including stop and start times and days off, are subject to change consistent with operational requirements.

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

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

12.06 **Job Posting Selection Process, Training and Probation**

- (a) In selecting the successful applicant(s) for a posting, classification seniority followed by site seniority will be the deciding factor where the senior employee has the ability to perform the job.

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

12.07 Vacancies of Less Than 60 Days

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

and have the ability to perform the work.

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

Vacancies of 60 Days or More

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

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

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

ARTICLE 13 - LAY-OFF AND RECALL

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

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

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

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 will be bypassed for the recall and placed back on layoff status as per Article 13.03. A second failure to return to work on recall as per this Article will result in the employee losing all seniority and his name shall be removed from the seniority list.

13.07 Displacement Rights

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 After twelve (12) months of service, a request for a Leave of Absence without pay will be considered by the Company upon two (2) weeks written notice and granted where permitted by

operational requirements. Leaves can be granted and/or accumulated up to ninety (90) calendar days per calendar year without loss and accrual of seniority. Any Leave(s) accumulating over ninety (90) days in a calendar year will stop accruing and start losing seniority on a day-for-day basis excluding Leaves for bereavement, short-term disability, long-term disability, WCB, maternity, child care and adoption. If there are multiple requests for a Leave of Absence the Leave will be granted by classification 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 Upon written request from the Union, the Company shall not unreasonably deny a Leave of Absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of 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.

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

14.04 **L.O.A. For Union Business**

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

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

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.

14.09 Bereavement

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 three (3) days immediately following the day of the death of a member of his/her immediate family. However, one (1) day may 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/her regular basic hourly rate. "Immediate family" is as defined below:

- (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 child(ren) and the child(ren) of the employee's spouse or common-law partner;
- (d) the employee's grandchild(ren);
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (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) and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

If the 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.

The Company may grant an additional Leave of Absence of seven (7) days, or more, without pay, if the funeral occurs outside of an 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.

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 off; half (1/2) hour meal breaks will be paid.
 - (iii) 4x3x3x4 shift pattern consisting of twelve (12) hour consecutive days on and days off. Half (1/2) hour meal breaks will be paid.

- (c) Meal periods, which will be scheduled as close to the middle of the shift as possible, will not be considered as time worked for an eight (8) or ten (10) hour day, unless the employee is scheduled to be on-call during the meal period.
- (d) The Company must continue the present practice of ensuring each employee receives one (1), fifteen (15) minute break in each half of their shift. The fifteen (15) minute break will not occur during the first or last hour of the shift unless agreed to by the employee. This will be a grievable matter if the practice is not continued on a regular basis.

16.03 Shift Bid

- (a) The shift bid process will take place twice (2x) per year with schedules to be implemented within the first week of May and the first week of November of each year.
- (b) The Company will post the final shift proposal for a minimum of seven (7) calendar days.
- (c) The Company will conduct a shift bid following the posting of the final shift proposal as stated in 16.03 (b).
- (d) The Company will post the shift awards at least seven (7) calendar days prior to the schedule's effective date.
- (e) The order in which employees will bid shifts will be determined by full-time classification seniority followed by part-time classification

seniority. Full-time employees must bid a shift in their current classification. Part-time employees may only bid a shift for which they hold classification seniority.

- (f) Occasionally the Company may be required to adjust an employee's post based on operational requirements but cannot change the work hours or days off.

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

16.04 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 his regular work cycle is made available.

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

16.05 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, or a twelve (12) consecutive hour requirement for four (4) days on a shift, that the Company must make every effort to make this a full-time position.

16.07 **Availability**

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

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

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

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

ARTICLE 17 - SHIFT TRADE POLICY

- (a) If an employee, on his days off, agrees to work for another employee's shift, that employee shall be paid his normal wage for that day.
- (b) Both employees must sign a "shift change sheet" and submit to Management for approval twenty-four (24) hours prior to the commencement of the shift. Management will not unreasonably disallow approval.
- (c) The employee signing to work that shift is responsible for that shift.
- (d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the shift trade, or after the shift trade.

ARTICLE 18 - OVERTIME

18.01 Same Day Overtime - Less Than Four (4) Hours

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 four (4) hours.

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

Same Day Overtime - Four (4) or More Hours

The overtime shift will be filled in the following order:

- (a) classification seniority order of the employees signed up in the daily overtime book
- (b) classification seniority order of employees on shift
- (c) the Company may use their discretion to canvass for a volunteer to fill the shift with a qualified employee covered by this Agreement.

18.02 Next or Following Day(s) Overtime

For shift coverage less than four (4) hours refer to Article 18.01. For overtime coverage of four (4) or more hours, the shift will be filled in the following order:

- (a) classification seniority order of the employees signed up in the daily overtime book
- (b) classification seniority list

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.

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 a full-time employee on a paid holiday behind his regular shift or in excess of the regular weekly hours will be paid at the rate of twice (x2) his regular rate of pay.

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

18.06 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.

18.07 Any hours worked in excess of sixteen (16) hours for emergency purposes in a twenty-four (24)

hour period will be paid at the rate of two times (2x) his regular rate of pay.

18.08 Any employee bypassed for overtime when the Company does not canvass the employees as stipulated in Article 18 then the affected employee will be paid the applicable overtime rate(s) for the length of the shift he was bypassed. The number of eligible bypasses will be limited to the number of overtime shifts made available by the Company for which bypasses occurred.

18.09 **Time Bank**

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

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

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

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

ARTICLE 19 - 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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Note: Observation of Family Day will commence in the year 2015.

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.

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

ARTICLE 21 - ANNUAL VACATION & VACATION PAY ENTITLEMENT

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

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

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

21.03 The Company recognizes the need for a fair process for the employees to apply for their Annual Vacation Entitlement.

- (a) The vacation bid process will take place once (1x) per year with the vacation schedule implemented within the first week of January of the following year.
- (b) The Company will post the final vacation blocks available for bid for a minimum of seven (7) calendar days.
- (c) The Company will conduct a vacation bid following the posting of the final vacation bid proposal as stated in 21.03 (b).
- (d) The Company will post vacation awards for the following year within the first week of December of the preceding year.

Vacation Selection

- (a) Vacation preferences will be allocated in order of Classification Seniority pursuant to Article 10.03.
- (b) Employees may split their vacation entitlement into blocks of not less than one (1) work week. In such cases, an employee's first preference will be in order of Classification Seniority with the awarding of his subsequent preferences occurring after all other employees have made their

selection in each selection round. These subsequent preferences will continue to be awarded in order of classification seniority.

21.04 The Company will determine and post, as part of the process, the total number of employees permitted to be on vacation at any given time for each of the classifications.

The Company will permit a minimum of one (1) employee to be on vacation for each classification except ACP where the minimum of four (4) will be permitted.

The Company will have Vacation Forms available in October of each calendar year.

Employees will be required to submit their vacation preferences on pre-determined dates.

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

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

All employees will be required to take their Vacation Entitlements during the Vacation Year.

21.06 Any employee not bidding their full vacation allotment during the vacation bid process will be allowed to request any un-bid vacation time as

long as two (2) weeks of notice is given to the Company on a first come first serve basis.

Any employee may cancel their scheduled vacation provided they submit written notice two (2) weeks prior to their vacation commencement.

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

ARTICLE 22 - HUMAN RIGHTS

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

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

(a) **Discrimination/Harassment Prohibited**

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

contravening this policy may constitute grounds for discipline.

(b) **Sexual Harassment**

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

22.02 Complaint Procedure

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

25.01 Uniforms

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

Pants	2	2
Tie	1	1
Toque (outside posts only)	1	1

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

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

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

ARTICLE 26 - SICK DAYS

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

ARTICLE 27 - TRAINING

27.01 AVSEC Recertification

- Employees will be issued the training packages a minimum of fourteen (14) days prior to the test.
- On the date of the test, there will be a two (2) hour review class prior to the test.

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

ARTICLE 28 - LICENSES AND CERTIFICATES

28.01 Starting January 01, 2015 the Company will pay the renewal cost for all employees' British Columbia Security Worker License.

ARTICLE 29 - RENEWAL, AMENDMENT, AND TERMINATION

29.01 Except as otherwise provided herein, this Agreement shall be effective from October 1, 2013 until March 31, 2019 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.

29.02 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

OCTOBER 1, 2013 - MARCH 31, 2019

Classification	Level	OCT 01/13 - MAR 31/15	APR 01/15 - MAR 31/16	APR 01/16 - MAR 31/17	APR 01/17 - MAR 31/18	APR 01/18 - MAR 31/19
SOC	1	18.25	18.57	18.89	19.27	19.75
AVSEC PATROL	2	19.29	19.63	19.97	20.37	20.88
	3	20.33	20.69	21.05	21.47	22.01
	4	21.37	21.74	22.12	22.57	23.13
ACP	1	13.15	13.38	13.61	13.89	14.23
LINK	2	14.38	14.63	14.89	15.19	15.57
PARKING PATROL	3	15.61	15.88	16.16	16.48	16.90
BA	4	16.84	17.13	17.43	17.78	18.23
VA						
ACO	1	15.71	15.98	16.26	16.59	17.00
	2	17.03	17.33	17.63	17.98	18.43
	3	18.34	18.66	18.99	19.37	19.85
	4	19.66	20.00	20.35	20.76	21.28
Training (New Hires)	1	13.00	13.23	13.46	13.73	14.07

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

NOTES:

Length of Collective Agreement - 5 years and 6 months
(October 31, 2013 to March 31, 2019)

Hourly Increments:

Level 1: 0-1000 hours

Level 2: 1001-2000 hours

Level 3: 2001-3000 hours

Level 4: 3001 hours +

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

Premium Pay for Trainers - \$1.50

Cost of Living Allowance (COLA):

Should the Lower Mainland COLA increase beyond 2% in the second to last year of the contract or 2.5% in the last year of the contract, all rates in each classification will be adjusted to reflect the actual COLA. The COLA increases will be rolled into the wage structure at the beginning of the following year.

MEMORANDUM OF AGREEMENT NO. 1

CONTRACT RETENTION BONUS

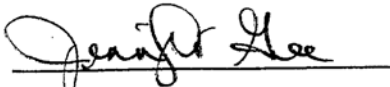
If the Securiguard - Security (Perimeter) - YVR's contract is renewed with Vancouver Airport Authority beyond April 2015 then all employees at the time of ratification of this Collective Agreement #3 and who are still employed with the Company will receive a onetime lump sum bonus. Employees that are working twenty-four (24) or more hours per week will receive five-hundred dollars (\$500) and those under twenty-four (24) hours per week will receive three hundred fifty dollars (\$350). Determination of the hours worked per week will be calculated using the average number of hours worked over the ninety (90) days preceding the ratification of this contract. If an employee is on any leave of absence at the time of ratification or at any time ninety (90) days previous to ratification then the calculation of the hours worked per week will be determined by the last ninety (90) days the employee actually worked. The payment of the bonus will be issued on the pay period following the announcement of the awarding of the contract extension or such time as the employee returns to work.

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

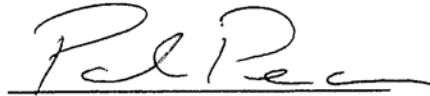
RICHMOND, BRITISH COLUMBIA, this 23rd day of January , 2014.

For the Company:

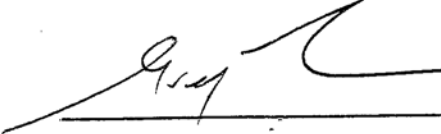
For the Union:



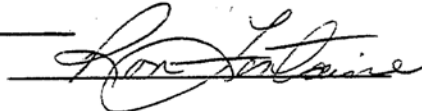
Jennifer Gee, Vice President,
People and Culture
Securiguard Services Ltd.



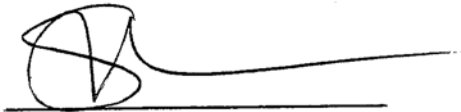
Paul Penman, General Chairperson,
Western Region
Transporation District 140 – IAMAW



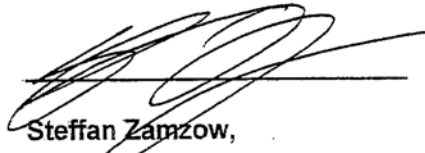
Greg Conlan, Director –
Aviation Security, YVR
Securiguard Services Ltd



Ron Fontaine, Grand Lodge Rep.
Negotiations Representative
Grand Lodge, IAMAW



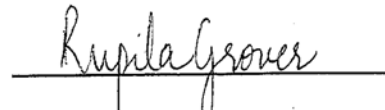
Stuart Drysdale, Manager,
ASE Operations
Securiguard Services Ltd



Steffan Zamzow,
Negotiations Representative
Local Lodge 16, IAMAW



Fady Bestawros
Negotiations Representative
Local Lodge 16, IAMAW



Rupila Grover,
Negotiations Representative
Local Lodge 16, IAMAW