

# 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)**

**AIRSIDE ESCORTS**

**AGREEMENT #5**

**JULY 1, 2018 - JUNE 30, 2021**

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## **ARTICLE 1 - PURPOSE & PREAMBLE**

- 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.
- 1.02** This Agreement is made and entered into by and between Securiguard Services Limited, hereinafter referred to as the “Company” and the International Association of Machinists and Aerospace Workers, District Lodge 140, hereinafter referred to as the “Union”.
- 1.03** Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government(s) of British Columbia and/or Canada, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01** The Company recognizes the International Association of Machinists and Aerospace Workers Union, District Lodge 140 as the sole Bargaining Agent for Airside Escort 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.

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

### **ARTICLE 3 - UNION SECURITY**

- 3.01** Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership

shall not be denied for reasons of race, national origin, colour 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 give the Union fourteen (14) days written notice of changes made to such rules and regulations.
- (d) When there is a requirement for the Company to introduce or amend policy as a result of legislated changes regarding Aviation Security and Aviation Safety by either the Minister of Transport or Transport Canada, the Union and the employees will be notified in writing immediately following notification to the Company.

**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 two (2) hours on the final day of the AVSEC course to privately address new employees.

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

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

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

**5.04** The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief 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 or in any meeting that the employee may reasonably believe could lead to disciplinary action.

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

Nothing in this Article shall be construed to prevent the Company from removing an employee from the workplace with pay, pending an investigative meeting with the employee.

Notice of such removal shall be given to the affected employee, in the presence of a Shop Steward.

Following the investigative meeting with the employee, the Company may remove the employee without pay, pending the completion of an investigation, provided the Company's investigation does not exceed four (4) days, as outlined below. Should the Company's investigation exceed four (4) days, the employee shall be paid from the fifth (5<sup>th</sup>) day onwards, until such time as the Company completes their investigation and notifies the employee in writing of any determination with respect to disciplinary action to be taken.

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

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

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01** The Company, nor the Union, its officials and/or Members shall use coercion, intimidation or discriminatory action in persuading or preventing any employees of the Company from participating 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 and the Human Rights Act 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.

**7.04** **STEP ONE**

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:

**7.05** **STEP TWO**

Within ten (10) days after the decision of Step One has been, or should have been given, an authorized Member of the 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. All time limits mentioned in this Article will be full calendar days and excluding Saturday, Sunday and General Holidays.

### **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.

**7.13 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 mediation with Federal Mediation and Conciliation Services (FMCS) 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 the remedy sought. If the matter cannot be heard by Federal Mediation and Conciliation Services (FMCS) within forty-five (45) calendar days from the notice seeking mediation or remains unresolved following mediation, then the matter will be referred to arbitration in accordance with this Article. All grievances arising from Discipline and/or Discharge will be referred to Expedited Arbitration. Any other grievance arising between the parties may be referred to single arbitration or by agreement to expedited arbitration. The referral to arbitration will include the name, address and phone number of the Arbitrator provided below:

Stan Lanyon  
Vince Ready  
David McPhillips

Christopher Sullivan

- 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. Where the matter cannot be heard in mediation as outlined in Article 8.01 and, 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 mediation and/or arbitration under Article 7.06 shall be heard separately, unless otherwise mutually agreed between the parties.
- 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.

**8.08** A grievance may be referred to expedited arbitration, in accordance with Article 8.01, as per the following:

(a) The process will be as follows:

- 1) All presentations are to be short and concise with:
  - (i) Written opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
  - (ii) Limited use of precedential authorities, to a maximum of three (3).
  - (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 Collective Agreement and/or law, relied upon for the decision.
  - (iv) Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
  - (v) Final and Binding on both parties.
  - (vi) Consistent with the terms of the Collective Agreement.
  - (vii) Presented by a designated representative of the Company and a designated representative of the Union. Legal counsel will not be used by either party.
- 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.

## **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. Classification seniority shall be the length of service working for the Company at YVR in the Airside Escort Classification.
- iii. Certification seniority shall reflect the date of certification by the YVRAA to Transport Canada regulations as lead, gold or silver qualified.

- 10.02** 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.

### **10.03 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 layoff for twelve (12) consecutive months or on layoff for twenty-four (24) months if their length of classification seniority is greater than twenty-four (24) months.
- (d) An employee fails to report for work after a recall from layoff 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 or by email with a receipt acknowledgement.
- (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.

**10.04** The Company will post a seniority list at three (3) month intervals, on the following dates, January 15th, April 15th, July 15th and October 15th of each calendar year, 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 or authorized 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. No changes to the seniority list will be made without agreement from the Union.

**10.05** For seniority purposes, a Lead 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.

**10.06** (a) Where a new classification 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.

**10.07 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 final day of their training program.

- 10.08** The seniority list shall reflect each employee's name, company seniority date, classification seniority date and applicable certification dates. The list shall be maintained in classification seniority order. Certification dates for those employees hired and certified prior to the certification of the Bargaining Unit on October 20, 2006 shall have their certification dates red-circled to their classification seniority date. Those employees sharing a common hire date will be subject to the provisions of Clause 10.07.

## **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 (five hundred and sixty) hours or one hundred and twenty (120) calendar days, whichever comes sooner. The Company shall have the right to dismiss a probationary employee who lacks suitability for future employment.

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

## **ARTICLE 12 - CERTIFICATION AND LEAD ADVANCEMENT**

### **CERTIFICATION ADVANCEMENT:**

**12.01** In selecting the successful applicant(s) for certification advancement, classification seniority will be the deciding factor, except where an employee's work performance demonstrates he is not suitable for the advancement.

All certification advancement opportunities will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable full-time applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will offer the certification advancement opportunity to part-time employees in accordance with this Clause.

### **Information on Postings:**

- date of posting and closing date of posting
- certification designation
- number of opportunities available
- expected date, location and times of training

- date of award

If the posting is not filled, the Company may hire from the outside.

### **LEAD ADVANCEMENT:**

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

All Lead advancement opportunities will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable full-time applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will offer the certification advancement opportunity to part-time employees in accordance with this Clause.

#### **Information on Postings:**

- date of posting and closing date of posting
- qualifications and ability requirements
- number of opportunities available
- date of award

If the posting is not filled, the Company may hire from the outside.

- 12.03** Within three (3) calendar days of the successful applicant being notified, the Company will post the name(s) of the successful applicant(s) in the same manner in which the vacancy was posted.

- 12.04** The Company agrees to supply the Union with the names of all applicants for a Lead or certification advancement opportunity in the course of a grievance investigation, if so requested.
- 12.05** Employees, who are on Vacation or Sick Leave, (i.e., LTD, STD, Maternity, WCB, ICBC, etc.) can leave a contact number and the Lead or certification advancement opportunity they are interested in being notified of should they 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.
- 12.06** The Company will ensure that upon Notification of Certification by the YVRAA, the applicable certification date will be reflected on the seniority list. Successful applicants for Lead advancement will have their date of award reflected on the seniority list to establish Lead status.

## **ARTICLE 13 - LAYOFF 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 the position, 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 layoff, the Company shall lay off in reverse order of classification seniority provided the remaining employees have the qualifications, ability and certification to perform the work.
  - (b) The Company agrees to inform the Union in the event of any layoff 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 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 layoff.
  - (d) Employees shall receive at least fourteen (14) days notice of a layoff.

- 13.03** Employees who have been laid off shall be listed according to classification seniority including the date of layoff, and remain on the classification seniority list for recall for twelve (12) consecutive months or the length of their classification 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 layoff will be done so by classification seniority provided the remaining employees have the qualifications, ability and certification to perform the work.
- 13.05** Recall shall be by Registered Mail to the address last filed by the employee with the Company, or by electronic mail with acknowledgement of receipt as elected by the employee at the time of lay off or by personal interview. The Union shall receive a copy of each Letter of Recall or email and notification of each recall made by personal interview. A laid off employee with seniority must keep the Company informed of any change of mailing address or email address by Registered Mail or by electronic mail notification.
- 13.06** If within seven (7) working days after the date of receipt of Notice of Recall, an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date, an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.
- 13.07** Employees who have been laid off from a position and have been unable to retain employment in other positions previously held on

a permanent basis will have recall rights to all such positions.

### **13.08 Displacement Rights**

An employee will continue to maintain classification seniority they previously worked in, for the purpose of exercising displacement rights in the future.

An employee laid off from his current permanent position may exercise his seniority to bump the most junior employee in any other position he has previously held on a permanent basis, provided he has sufficient seniority to do so, or, he may elect to take layoff to the street.

In the event of a layoff, an employee who holds classification seniority in another classification, may exercise that seniority, should his seniority and ability be sufficient, 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. A copy of the written notice and Company response will be



provided to the Union prior to the commencement of the Leave.

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

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

- 14.02** Leave of Absence without pay in excess of sixty (60) calendar days may be granted, up to a maximum of one (1) year, only where there is mutual agreement amongst all parties involved, and subject to the IAMAW Constitution and/or Local Lodge Bylaws regarding payment of Union Dues. Exceptions to this Clause are, Medical Leaves, Article 14.04, Child Care Leaves and Compassionate Care Leaves, in accordance with the Canada Labour Code.

In the event an employee is unable to return to work within fourteen (14) days following the termination of an approved Leave of Absence per Clause 14.01 or 14.02, for reasons beyond the employee's control, the employer will have forty-eight (48) hours from employee contact in which to schedule him/her for duty. The first scheduled shift will occur within seven (7) days of initial contact.

- 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 Leaves 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 Leaves 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) The Company is required to reinstate an employee to the position she held prior to the Leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and Benefits and in the same location as the former position.
- (c) No employment decisions, whether pertaining to training, promotion, discipline, suspension, or dismissal, may take into account an employee's pregnancy or intention to take Child Care Leave.

### **14.06 Maternity Leave**

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

- (a) The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or training because the employee has applied for Leave under these Clauses.

- (b) No employee can be laid off while on Leave under these Clauses. However, this shall not prevent the Company from laying off active employees who are senior to her during her 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 their 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 in (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before their absence.

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

#### **14.07 Child Care Leave**

When an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a

Leave of Absence in accordance with legislative provisions.

(a) In the case of a female employee:

- on the expiration of any Leave of Absence taken by her under Clause 14.06;
- on the day the child is born; or,
- on the day the child comes into her actual care and custody.

(b) In the case of a male employee:

- on the day the child is born; or
- on the day the child comes into his actual care and custody.

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

#### **14.08 Adoption Leave**

(a) Where an employee commences legal proceedings under the laws of a Province to adopt a child or obtains an order under the laws of a Province for the adoption of a child, that employee is entitled to and shall be granted a Leave of Absence from employment in accordance with applicable legislative provisions, commencing on the day the child comes into the employee's care.

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

**14.09** The Company shall pay for lost time of three (3) working days occasioned by the death in the employee's immediate family.

A period of Leave in excess of three (3) days, necessitated by the distance to be traveled, shall be allowed for out-of-town travel on the basis of one (1) additional day without pay for travel in excess of one hundred and sixty (160) kilometers or, two (2) additional days without pay when travel outside of British Columbia is required.

Immediate family is defined as husband, wife, common-law spouse or partner, children, parents, legal guardian, brother, sister, grandparents, grandchildren, person lawfully in loco parentis and parent-in-law.

## **ARTICLE 15 - POSTING NOTICES**

**15.01** A separate locking 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 their job site until relieved by a replacement or the completion of their schedule shift, unless given permission to leave by the Supervisor. The employee will notify the Supervisor within fifteen (15) minutes should the replacement employee not report or in the event the contractor request the employee to work beyond the scheduled shift. Should the Supervisor fail to respond, Securiguard must ensure employees can notify another Securiguard Supervisor or Manager. Company contact information will be provided to employees on the weekly shift schedule.

### **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 paid 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 to four (4) consecutive ten (10)

hour days followed by three (3) consecutive days off; half (1/2) hour meal breaks will be paid.

- (c) Half-hour meal periods will be scheduled as close to the middle of the shift as possible.
- (d) Each employee shall receive 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.
- (e) Where an employee commits to work beyond their scheduled shift, as outlined in (a) or (b) above, the employee shall receive one (1) additional paid fifteen (15) minute break to be taken at the expiration of ten (10) hours of work, unless otherwise mutually agreed with the Union.
- (f) Break relief coverage will be scheduled at all times at a minimum ratio of one (1) break relief for every six (6) Airside Escorts scheduled. Where the break relief employee is required to provide breaks to more than one (1) site in a shift, the above ratio shall be inclusive of the break relief employee.
- (g) All employees shall be paid a shift preparation premium payment on a per shift basis, as follows:

<b>Job Title</b>	<b>Level</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
Static/Gate	1	\$12.36	\$12.73	\$13.11
	2	\$12.73	\$13.11	\$13.51
Silver	1	\$13.91	\$14.33	\$14.75
	2	\$14.30	\$14.72	\$15.17
	3	\$14.68	\$15.12	\$15.57
	4	\$16.48	\$16.97	\$17.48
Gold	1	\$14.68	\$15.12	\$15.57
	2	\$15.07	\$15.52	\$15.98
	3	\$15.45	\$15.92	\$16.39
	4	\$18.04	\$18.58	\$19.14
Lead	1	\$18.96	\$19.53	\$20.12

Note: Effective September 1, 2018, please refer to MOA #2.

Note: The shift preparation premium payment will not be paid per shift to the employee, where the employee has been scheduled to receive training for the entire shift, excluding shifts spent in AVOP and/or Certification examinations. Where an employee spends any portion of a scheduled shift in the operational performance of any

ASE duty, they shall be paid a shift preparation premium payment for the shift.

### **16.03 Scheduling**

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

- (a) Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, based on Certification seniority.
- (b) Shift and certification preference will be awarded based upon an employee's Certification seniority and then Classification seniority, where Certification seniority dates are the same, as follows:
  - a. The fifty (50) most senior employees or 50% of the total employees, whichever is greater, will further be entitled to exercise Classification seniority for job site preference.
  - b. Each employee shall provide the scheduler with their availability in accordance with Article 16.08, on a form agreed between the parties.
  - c. Each week on Tuesday, the scheduler will communicate/post the job sites anticipated for the following four (4) week period.

- d. Each employee shall provide the scheduler with their shift, certification and job site preferences on a form, jointly agreed to between the parties. Employees shall be scheduled based upon the last scheduling preference form provided to the scheduler. Employee preferences may be modified by submitting a revised form, no later than Wednesday noon of each week.
- e. The schedule, as provided for in Article 16.04 will be circulated to employees on Thursday each week for the following work week commencing Sunday.
- f. Any adhoc modification(s) to the posted schedule affecting certification expected to exceed two (2) days in duration shall be made based upon the submitted employee preference forms.
- g. Any modification(s) to the posted scheduled shall be made based upon the submitted employee preference forms, where the Client and/or Contractor provides a minimum of forty-eight hours notice to the Company.

- h. No modification to the posted schedule shall be made without first making direct contact with the affected employee(s).

A Joint Scheduling Committee, comprised of the Scheduler and a minimum of one (1) representative of the Union, will meet weekly on Fridays as required, or as otherwise mutually agreed, to review and discuss any concerns, requests or disputes surrounding scheduling issues, including but not limited to modifications pertaining to job site preferences not previously communicated or posted. Employees concerns, requests and/or disputes with the posted schedule must be received in writing by the Joint Scheduling Committee, no later than Friday each week by 09:00. Any modifications to the posted schedule, agreed upon between the parties, will be posted by 13:00 each Friday.

- (c) The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours.
- (d) The Company will arrange shift schedules to meet its contractual commitments.
- (e) Rest days shall be consecutive pursuant to Article 16.02 (a) & (b). Rest days for part-time employees shall be consecutive, subject to the employee's provided availability.

- (f) Shift schedule start times shall be consistent (i.e. the same start time each day), as far as possible.
- (g) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one work shift and the commencement of the next.
- (h) Where a senior employee does not volunteer, pursuant with Article 16.03 (b) (a through e) above, employees may be scheduled based upon their highest Certification achieved, in reverse order of Certification seniority, within the applicable Certification, where the Company can demonstrate to the Union that the assignment is operationally required. Where there is an adverse economic effect on the employee, the Company agrees to make the employee whole with respect to the loss of income.

**16.04** The Company shall arrange the shift schedule, including statutory holidays, and post these at least three (3) calendar days in advance of their effective date.

**16.05** The Company may alter posted shift schedules with at least twenty-four (24) 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 twenty-four (24) 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.

The Company may adjust an employees' scheduled start/stop time by a maximum of two (2) hours with at least twelve (12) hours notice to the Union and the affected employee(s) in order to respond to unexpected next day schedule changes requested by the Contractor. These timelines may be amended by mutual agreement between the parties.

**16.06** It is agreed that where, in a classification /position, 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 shift, that the Company must make make this a full-time position.

**16.07** A full-time employee is an employee who is available to be scheduled for:

(a) A minimum of thirty-two (32) hours a week for employees working the standard work week defined in Article 16.02 (a), to a maximum of forty (40) hours per week.

(b) A minimum of thirty (30) hours a week for employees working the standard work week defined in Article 16.02 (b), to a maximum of forty (40) hours per week.

A part-time employee is an employee who is available to be scheduled for a minimum of



sixteen (16) hours per week to a maximum of thirty-two (32) or thirty (30) hours per week, as set out in (a) or (b) above.

- 16.08** Effective July 1, 2018, employees will provide written notice of a change to their scheduling availability, a minimum of fourteen (14) calendar days between September 1<sup>st</sup> and April 30<sup>th</sup> and thirty (30) calendar days between May 1<sup>st</sup> and August 31<sup>st</sup>.

### **ARTICLE 17 - SHIFT TRADE POLICY**

- 17.01** (a) If an employee, on his days off, agrees to work for another employee's shift, that employee shall be paid his normal wage for that day.
- (b) Both employees must sign a "shift change sheet" and submit to Management for approval.
- (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** Overtime rates will be paid in the following circumstances:
1. At the rate of time and one-half (1.5) for:

- (a) Time worked (including paid lunch) in excess of the eight (8) or ten (10) hour scheduled shifts in Article 16.02 (a) and (b) or time worked in excess of forty (40) hours in a week, inclusive of paid absences.
  - (b) Time worked on a Statutory Holiday.
  - (c) Time worked for the first two (2) hours for an employee who worked less than eight (8) hours and was called back to work after having left the work-site.
  - (d) An employee who, by direction of Management, commences work on his/her regular shift without the minimum prescribed rest period (see Article 16.03) will be paid overtime for those hours worked prior to the expiration of the ten (10) hour rest period.
2. At the rate of double time (2X) for:
- (a) Time worked in excess of twelve (12) hours in a shift.
  - (b) Time worked on an employee's second or subsequent rest day, provided he/she also worked on his/her first rest day.
  - (c) Time worked on a Statutory Holiday or rest day beyond the eight (8) or ten (10) hour scheduled shifts in Article 16.02 (a) or (b).

**18.02** 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 certification seniority, and then classification seniority, where certification seniority dates are the same, to those employees on shift. Should all senior employees refuse the overtime, the junior employees on shift and within the required certification, will be required to work, to a maximum of two (2) hours beyond his/her scheduled shift.

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 certification seniority, and then classification seniority, where certification seniority dates are the same. In the event no one is willing to work overtime in the required certification, the junior employee in the required certification shall be assigned the shift.

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

**18.04** When an employee reports for work as scheduled and there is no work available, the employee is entitled to four (4) hours pay if he has not been advised in advance.

**18.05** All overtime hours worked will, at the employee's option, and at the time of each overtime occurrence, be credited to a time bank at the applicable overtime rates to a maximum of eighty (80) hours or will be paid in accordance with this Article. When the time bank is at its' limit, any further overtime worked will be paid out on the subsequent pay period.

The employee may at any time request the Company to pay out all or part of the wages credited to the time bank.

Time bank may be taken as time off at the employee's written request and at a time mutually agreed to by the Company.

Each employee shall receive a monthly statement of his/her time bank balance and activity.

## **ARTICLE 19 - MINIMUM RATES OF PAY, PREMIUMS & ALLOWANCES**

**19.01** Where applicable, advancement in pay within each pay scale shall be automatic on the first day of the pay period following that in which the employee has completed the required service.

**19.02** Employees temporarily assigned to a higher classification for a minimum of one-half (1/2) hours shall receive the higher rate for all time worked in the higher classification. The Company will notify the employee in writing when

the half hour has been worked with a copy to the Union.

- 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.
- 19.04** If, due to a reassignment of work, a permanent employee is retained in a lower position in the exercise of his seniority, he shall only be entitled to the rate of pay of that position.
- 19.05** (a) Employees shall be paid by automatic bank deposit every second Friday. Should the regular pay day fall on a general holiday, deposit will be made on the banking day preceding the regular pay day. Where there is a shortage equal to one day's pay or more in the pay of an employee, a cheque will be issued to cover the shortage within seventy-two (72) hours.
- (b) Recovery of pay errors shall be limited to those errors within a timeframe not exceeding the twelve (12) calendar month period immediately preceding the discovery of the error. When the error involves a failure to make a required deduction or an overpayment to an employee which is being recovered by the Company, the parties will meet to agree upon the repayment schedule. If the error involves underpayment or a deduction in excess of the amount required

(e.g., overtime, premiums, upgrades, longevity pay, etc.), the employee shall notify the Company of such error and provide any pertinent facts in writing. The Company shall verify or dispute the claim in writing within fourteen (14) calendar days and if verified, a correction shall be input prior to cut-off for the following pay period. Regular earnings shall be governed by the provisions of Clause 19.05 (a).

#### **19.06 Snow Operations**

Employees called in to perform snow removal work will receive double (2x) their regular rate for the first four (4) hours worked at snow removal. They will receive the required rate under the Collective Agreement for all further hours worked. The scheduled length of the shift to be worked, will be communicated to the employee accepting to work at the time of the assignment. The schedule will be posted and emailed to affected employees, prior to the commencement of the shift.

**19.07** The renewal of all security licenses are the responsibility of the employee. The Company will pay the annual cost of renewal for all employees' British Columbia Security Worker License.

**19.08** Parking will continue to be provided to employees at no cost.

- 19.09** Effective July 1, 2018, an overnight fixed shift premium of one dollar and fifty cents per hour (\$1.50) will be paid to all employees on all hours for shifts commencing between 18:00 – 01:00. The overnight fixed shift premium will not apply, when an employee is called in to perform snow removal work, as outlined in Article 19.06.
- 19.10** Trainers shall be compensated at their applicable Lead rate and effective July 1, 2018, a fixed training premium of two dollars per hour (\$2.00) will be paid to all Lead Airside Safety Escorts assigned to facilitate and/or provide classroom and core training functions.
- 19.11** Where in the interests of safety, the Company requires the wearing of protective footwear, the Company will reimburse the employee, upon receipt of proof or purchase or prepaid, the cost of same up to a maximum of one hundred and fifty dollars (\$150.00) every eighteen (18) months. If, as a result of work related conditions, an employee's protective footwear becomes unserviceable, and it must be replaced, the Company will pay to the employee the benefit outlined above, prior to the expiration of the eighteen (18) month period. New employees will be reimbursed, as outlined above, at the completion of the employee's probationary period.

## **ARTICLE 20 - JOB DESCRIPTIONS & TRAINING**

### **20.01 Job Descriptions**

- (a) The Company shall draw up job descriptions for all classifications in the Bargaining Unit. Job descriptions shall contain the job title, qualifications, a general statement of duties and responsibilities consistent with the Company's agreement with the Airport Authority, the wage level of the job and the date prepared.

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, assignment of the work to be performed and training.

If an agreement cannot be reached on a job description, qualifications, ability, rate of pay, assignment of the work or training, 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.

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

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

## **20.02 Criteria Governing Selection for Training**

Selection for training within a position shall be carried out in an equitable manner subject to the following considerations:

- possession of any prerequisite qualifications
- availability of the employee to attend training at the scheduled time
- whether the employee has previously failed a related exam within the previous 12 month period
- classification seniority order where other factors are equal

## **20.03 Training & Orientation**

The Company will ensure that all employees receive orientation and familiarization training on the physical layout of the terminal buildings, the airfield, including taxiways, runways, service roads, the perimeter fences and access control

areas prior to commencing their duties. The Company shall also ensure that employees receive orientation on the Airside Projects they are assigned to including the scope of work, location, vehicle routing, duration, closures, lockouts, work permits, required notifications and emergency procedures for the intended work area. These training costs are the responsibility of the Company, including wages.

The rate of pay for employees in receipt of training will be at the employees' applicable static rate in effect, when an employee is not otherwise scheduled for work. Employees in receipt of training during their scheduled shift shall be paid at that scheduled rate. Employees who could have been scheduled based on seniority and certification shall be paid at that scheduled rate, unless the entitlement to be scheduled directly resulted from the training, in which case the employee shall be entitled to their applicable static rate in effect.

Note: Effective September 1, 2018, please refer to MOA #2.

**20.04** The selection of Trainers will be based on classification seniority where the senior employee has the qualifications to perform the job.

## **ARTICLE 21 - STATUTORY HOLIDAYS**

**21.01** 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: Effective July 1, 2022, please refer to MOA #2.

**21.02** In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on his 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.

**21.03** An employee who works on a Statutory Holiday will be paid at one and one-half (1.5) their regular rate of pay for the regularly scheduled shift hours worked in addition to the paid Statutory Holiday.

Time worked on a Statutory Holiday beyond the regularly scheduled shift duration, will be paid at double (2.0) their regular rate of pay.

**21.04** Part-time employees are required to work eight (8) of the last thirty (30) days preceding the Statutory Holiday in order to qualify for the Statutory Holiday.

Notwithstanding the above requirement, the employee is entitled to be paid 1/20<sup>th</sup> of the wages he/she has earned during the thirty (30) calendar days immediately preceding that Statutory Holiday.

## **ARTICLE 22 - ANNUAL VACATION & VACATION PAY ENTITLEMENT**

**22.01** All employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays. Vacation entitlement accrual shall be based on Classification seniority.

- (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 is 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 six percent (6%) 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 fifteen (15) 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 eight percent (8%) of their earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to twenty (20) working days vacation.
- (d) Employees, who at December 31st of the year preceding the year in which the vacation is to be taken, have twelve (12) years or more continuous service (or whose seniority is equivalent to twelve (12) years or more) shall receive vacation pay calculated at the rate of ten percent (10%) of their earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to twenty-five (25) working days vacation.
- (e) Employees, who at December 31st of the year preceding the year in which the vacation is to be taken, have eighteen (18) years or more continuous service (or whose

seniority is equivalent to eighteen (18) years or more) shall receive vacation pay calculated at the rate of twelve percent (12%) of their earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to thirty (30) working days vacation.

All employees shall receive their outstanding vacation pay by separate deposit on the second regular pay day in January each year, calculated up to the end of the preceding calendar year.

Employees who request vacation pay in writing prior to the established payroll cut-off deadline shall receive their vacation pay on the following pay date and by separate deposit, if requested.

## **22.02 Vacation Bidding**

A vacation list will begin circulation by November 1st in every year so that employees may select their vacation period for the following year. Employees shall be given preference for vacation selection in classification seniority order. All employees will be required to indicate their first choice by no later than November 15th, their second choice by no later than November 30th, their third choice by no later than December 15th and their fourth choice and subsequent choices by December 31st. The approved vacation list shall be posted by no later than January 15th of the following year.

- (a) Employees may split their vacation entitlement into minimum one (1)-week segments.
- (b) Bid vacation periods will not be altered after having been approved without local agreement between the Company and the Union.
- (c) No employee shall have more than four (4) calendar weeks off as annual vacation during the period starting July 1st ending August 31st.
- (d) An employee who is unable to commence or complete his scheduled vacation period due to injury or illness, including Workers' Compensation, shall be awarded a new vacation period upon return to duty. The employee must provide a doctor's certificate to verify all absences under this Article.
- (e) An employee who is bumped or elects to displace in accordance with Article 13 shall retain his vacation selection.

For clarity, Classification Seniority shall be the length of service working for the Company at YVR in the Airside Escort Classification, pursuant to Clause 10.01(ii) of the Collective Agreement.

1. On October 1<sup>st</sup> of each year the Company will post a bulletin listing employees in order of classification seniority and showing each employee's total vacation entitlement for the upcoming vacation year.

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



weeks. Employees are encouraged to submit alternate selections in each round, in case their selection is not available. For example, John DOE submits his Round 1 vacation selection form with his first choice being Weeks 18 & 19 and his second choice being Weeks 19 & 20. Week 18 is not available to John DOE, but Weeks 19 & 20 are available. John DOE is awarded Weeks 19 & 20.

7. Employees are required to submit their vacation selection forms either by email to [asescheduling@securiguard.com](mailto:asescheduling@securiguard.com) or by delivering the form to the YVR Branch Office by the following dates:

Round 1 – Not later than November 15<sup>th</sup>

Round 2 – Not later than November 30<sup>th</sup>

Round 3 – Not later than December 15<sup>th</sup>

Round 4 – Not later than December 31<sup>st</sup>

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

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

Round 1 – November 16<sup>th</sup>

Round 2 – December 1<sup>st</sup>

Round 3 – December 16<sup>th</sup>

The final approved vacation schedule shall be posted by the Company, in the Ready Room and on Ehub, no later than January 15<sup>th</sup> of the following year. A copy will be provided to the Union.

9. The Company will post an up-to-date version of the vacation schedule on the first of each month, in the Ready Room and on Ehub.
10. Any employee absent on vacation and/or approved leave, as per the Collective Agreement, during the vacation selection process will be emailed the vacation schedule and vacation selection form, pursuant to item(s) 7 & 8 above. Employees will be responsible for submitting their vacation selection forms by the required submission dates.
11. Any employee not bidding their full vacation entitlement during the vacation selection process, may request any un-bid vacation with two (2) weeks' written notice to the Company on a first come first serve basis.
12. Any employee may cancel their scheduled vacation provided they submit written notice, two (2) weeks prior to their vacation commencement. Notwithstanding these cancellation provisions, the provisions of

Clause 22.02 (d) apply, in the event an employee is unable to commence or complete scheduled vacation for the purposes stated.

13. When an employee cancels scheduled vacation during the period between July 1<sup>st</sup> and August 31<sup>st</sup>, the Company will send an email notification to all employees, informing them of the available vacation week(s). Employees will have three (3) business days from the date of notification to apply for the available vacation week(s). The vacation will be awarded in order of classification seniority.
14. Employees will not be permitted to trade vacation selections with other employees.

## **ARTICLE 23 - HUMAN RIGHTS**

- 23.01** 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.

**23.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 23.01 may be reported in confidence directly to the Labour Relations Manager and the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward; both the Company and the

Union must be made aware of the complaint in writing.

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

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

The Company will take actions it considers appropriate to resolve the complaint and commits to investigate complaints in a timely manner. Both the complainant and the accused offender will be provided with the investigation findings in writing within ten (10) days, following the conclusion of the investigation.

**23.03** 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.

**23.04** The parties recognize that the Duty to Accommodate applies to Article 23.01 (a) and (b).

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

**23.06** **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 24 - HEALTH AND SAFETY**

**24.01** 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.

**24.02** The Company will take all necessary precautions to protect the health and safety of its employees.

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

- 24.04** 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 out-number 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.

**24.05** **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

#### **24.06 WCB Claims**

An employee who files a WCB claim will be paid directly by the Provincial Workers' Compensation Board once it is accepted. In those cases where the employee has met his onus with respect to proper and timely submission of the correct forms, or cases where the adjudication of the claim is delayed due to the complexity of the claim or as a result of the Company not providing the necessary information in a timely manner, the employee will receive the WCB benefit directly from the Company for a maximum of sixty (60) days or until the employee's claim has been adjudicated, whichever comes first. This period may be extended by mutual agreement between the parties. In these cases, the employee will immediately reimburse the Company the amount owing.

**24.07** Employees who return to work after a job-related injury or illness covered by Workers



Compensation and find, upon medical advice by a qualified medical practitioner, that they can no longer carry out the duties of their previous job, will be given such light work as they are able to perform, if such work is available, or allowed the reasonable opportunity to qualify for other work covered by this Agreement. In this circumstance, the employee will retain his/her current rate of pay for three (3) months or until such time as the rate of pay in the newly assigned position catches up to their current rate, whichever is sooner.

## **ARTICLE 25 - HEALTH & WELFARE BENEFITS**

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

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

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

It is further understood by both parties that the Company shall have full trusteeship of the Benefit Plan and that the present benefit level will be maintained, as provided in the current

schedule of benefits at the date of ratification, unless otherwise agreed.

- 25.02** The Company assumes seventy-five percent (75%) of the cost of the Group Medical Services Plan premiums in the Province of British Columbia. The employee share of premium costs will be paid by the employee through payroll deduction.

Effective January 1, 2020, the Company assumes one hundred percent (100%) of any costs associated with the Group Medical Services Plan in the Province of British Columbia.

Effective the first of the month following six (6) calendar months of service, based on date of hire and inclusive of past service, an employee will be enrolled in the Group Medical Services Plan in the Province of British Columbia.

- 25.03** In the event an employee is absent due to layoff, the Company will continue to pay all premiums associated with the benefit coverage outlined in Clause(s) 25.01 & 25.02, unless the employee does not pay the employee's contributions, if any, within a period not exceeding sixty (60) calendar days.

In the event an employee is absent due to illness, non-occupational injury or leave in accordance with the Canada Labour Code, the Company will continue to pay all premiums associated with the benefit coverage outlined in Clause(s) 25.01 &

25.02 on behalf of the employee, for a maximum of six (6) months, unless the employee does not pay the employee's contributions, if any, within a period not exceeding sixty (60) calendar days.

The Company will continue to maintain coverage and pay all premiums associated with Clause (s) 25.01 and 25.02 for the duration of any absence due to occupational injury or jury duty.

**25.04** Employees who are absent due to illness for more than three (3) consecutive days, may be requested to provide a doctor's note upon his/her return to work.

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

Any costs associated with Company requested Functional Ability Forms, medical documentation or medical certificates will be reimbursed to the employee on a receipted basis.

## **ARTICLE 26 - RENEWAL, AMENDMENT AND TERMINATION**

**26.01** Except as otherwise provided herein, this Agreement shall be effective from July 1, 2018 until June 30, 2021 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.

**26.02** If notice of intention to amend is given by 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.

Note: Effective July 1, 2021, please refer to MOA #2.

## **ARTICLE 27 - CORPORATE REORGANIZATION**

**27.01** In the event the Company changes ownership, merges with another company, acquires the work under a subsidiary company or a company fully or partially owned by Securiguard Services Limited or changes its corporate identity, the parties will meet to discuss the status of the Certification and the Collective Agreement. Failing settlement, the Canada Labour Code will apply.

**APPENDIX A - WAGE SCALE**  
**JULY 1, 2018 – JUNE 30, 2021**

IMPLEMENTATION DATES	LEVEL	JULY 1, 2018	JULY 1, 2019	JULY 1, 2020
<b>JOB TITLE</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>
<b>STATIC/GATE</b>	<b>1</b>	<b>16.48</b>	<b>16.97</b>	<b>17.48</b>
	<b>2</b>	<b>16.97</b>	<b>17.48</b>	<b>18.01</b>
<b>SILVER</b>	<b>1</b>	<b>18.54</b>	<b>19.10</b>	<b>19.67</b>
	<b>2</b>	<b>19.06</b>	<b>19.63</b>	<b>20.22</b>
	<b>3</b>	<b>19.57</b>	<b>20.16</b>	<b>20.76</b>
	<b>4</b>	<b>21.97</b>	<b>22.63</b>	<b>23.31</b>
<b>GOLD</b>	<b>1</b>	<b>19.57</b>	<b>20.16</b>	<b>20.76</b>
	<b>2</b>	<b>20.09</b>	<b>20.69</b>	<b>21.31</b>
	<b>3</b>	<b>20.60</b>	<b>21.22</b>	<b>21.85</b>
	<b>4</b>	<b>24.05</b>	<b>24.77</b>	<b>25.52</b>
<b>LEAD</b>	<b>1</b>	<b>25.28</b>	<b>26.04</b>	<b>26.82</b>

**Level 1: 0-1000 hours**

**Level 2: 1001-2000 hours**

**Level 3: 2001-3000 hours**

**Level 4: 3001 + hours**

**Note: All hours worked for progression purposes will apply to all certifications held by the employee.**

**Note: Effective September 1, 2018, please refer to MOA #2.**

**MEMORANDUM OF AGREEMENT #1**  
**BETWEEN**  
**SECURIGUARD SERVICES**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS &**  
**AEROSPACE WORKERS**  
**TRANSPORTATION DISTRICT 140**  
**SNOW OPERATIONS - ARTICLE 19**  
**AIRSIDE ESCORT PROGRAM**

This Memorandum of Agreement is entered into on a without precedent or prejudice basis to provide for a temporary recall procedure to enable a quick response to a Snow Operation event, ensuring continued operations at the Vancouver International Airport. The procedures set out in this document do not constitute any permanent or ongoing amendments to the Collective Agreement. Unless otherwise stated herein, the terms and conditions of Collective Agreement apply. This Agreement is subject to a majority ratification of the Bargaining Unit personnel and may be cancelled by either party with fourteen (14) days written notice.

It is further understood between the parties that the application of this Memorandum of Agreement occurs between November 15th and December 31st and/or between January 1st and March 31st of a calendar year.

1. On October 15th of each year, prior to any seasonal layoff, the employer will canvas all employees for their availability to respond to a Snow Operation event.

The employer will prepare a form to document employee availability and contact information. The Union will be furnished with a copy of all completed forms.

2. The Chief Shop Steward will be notified by phone and email of all Snow Operation events.
3. Employees who confirm their availability will be canvassed and scheduled in seniority order.
4. Employees commit to responding to snow operation events as soon as they are able with reasonable notice and in a safe manner.
5. All hours worked during Snow Operations are payable as follows:
  - a. All fixed positions are payable at the Gold rate.
  - b. All snow dump site positions are payable at the Silver rate.
  - c. All gate positions are payable at the Gate/Static rate.
  - d. There will be one (1) Lead Escort per shift.

Note: Effective September 1, 2018, please refer to MOA #2.

**Note:** In the event an employee is asked to perform work in a position with a higher rate than what they have been scheduled, they will receive the higher rate of the assigned duties for the actual hours of reassignment in not less than one (1) hour increments, unless the entire shift is authorized by the

Airport Authority or unless more than 50% (fifty percent) of their scheduled shift is spent performing the higher paid duties, then they shall receive the higher rate for the entire scheduled shift. Employees asked to perform work in a position with a lower rate of pay than what they have been scheduled will continue to receive their scheduled rate for all hours worked.

6. For the purposes of this MOA, employees called in to perform snow removal work will receive double (2X) their applicable scheduled rate for the first four (4) hours worked at snow removal. They will receive the required rate under the Collective Agreement for all further hours worked.
7. The provisions of Clauses 13.02 (b) (c) & (d), 13.05 and 13.06 shall not apply to a temporary recall for a Snow Operations event.
8. Employees unable to report for a snow operation event shall not suffer any adverse employment consequences as a result.

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



**MEMORANDUM OF AGREEMENT #2**  
**BETWEEN**  
**SECURIGUARD SERVICES LTD.**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS &**  
**AEROSPACE WORKERS**  
**TRANSPORTATION DISTRICT 140**  
**(AIRSIDE ESCORT BARGAINING UNIT)**

Whereas the IAMAW and Securiguard Services Ltd. wish to provide for long-term stability for the Company, the Union and the Union's Members;

The IAMAW and Securiguard Services Ltd. are party to a Collective Agreement effective July 1, 2018 to June 30, 2021 ("the 2018 Collective Agreement");

And whereas the parties wish to provide for the entering into of a further Collective Agreement, which will be effective for the following period:

- 1) July 1, 2021 to June 30, 2023;

Now therefore the parties have agreed as follows:

1. This Memorandum will come into force only once it has been ratified by the IAMAW's Membership.
2. On ratification, this Memorandum constitutes an agreement under s.79 of the Canada Labour Code respecting the renewal, revision and/or entering into a Collective Agreement for the period set out.

3. The parties agree that the Collective Agreement in effect from July 1, 2018 to June 30, 2021 (“the 2018 – 2021 Collective Agreement”) will be amended by the changes set out in Schedule “A”, effective September 1, 2018.
4. The parties agree that a new Collective Agreement will be in effect from July 1, 2021 to June 30, 2023 (“the 2021 – 2023 Collective Agreement”). The 2021 – 2023 Collective Agreement shall consist of the 2018 – 2021 Collective Agreement, as amended by Schedule “A” and “B”.
5. The parties agree that either party may seek changes to non-monetary clauses for the 2021 – 2023 Collective Agreement in accordance with the following procedures:
  - a. Either party may provide notice to enter into negotiations for the purpose of amending the Collective Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to June 30, 2021. Negotiations shall commence not later than thirty (30) days after the date of such written notice.
  - b. If ninety (90) days after commencing negotiations the parties have not reached an Agreement on any or all items, either party may refer the

- outstanding item(s) to the mediation/arbitration process set out below.
- c. The mediator/arbitrator shall be Vince Ready, or as otherwise mutually agreed.
  6. The mediator/arbitrator shall have the powers and authority of an arbitrator pursuant to section 60 of the Canada Labour Code and shall issue a decision within ninety (90) days of the referral to arbitration.
  7. The mediator/arbitrator shall not issue an award that increases the total cost of Company's obligations under the Collective Agreement.
  8. The Collective Agreement in effect as of July 1, 2021 shall remain in effect during the negotiation and arbitration process.
  9. Changes that are agreed to or awarded through the procedures set out in paragraph 5 will be included in the 2021 – 2023 Collective Agreement.
  10. Nothing in this Memorandum detracts from the parties' right to agree to amendments to any Collective Agreement, or to this Memorandum. This Memorandum can be terminated on agreement of the parties in writing.
  11. The parties agree that this Memorandum concerns matters respecting the renewal or revision of Collective Agreement(s) and/or the entering into of a new Collective Agreement.

12. This Memorandum shall be incorporated into the Collective Agreement(s) to which it applies.
13. Any dispute about the interpretation or application of this Memorandum shall be referred to an arbitrator for final and binding resolution in accordance with the procedures set out in the Collective Agreement in effect.

### **SCHEDULE "A"**

The 2018 – 2021 Collective Agreement shall be amended effective September 1, 2018, as follows:

#### **ARTICLE 16 – HOURS OF WORK & SCHEDULING**

##### **16.02 Hours of Work**

- (g) All employees shall be paid a shift preparation premium payment on a per shift basis, as follows:

Job Title	Level	July 1 2018	Sept. 1 2018	July 1 2019	July 1 2020
Static/ Gate	1	\$12.36			
	2	\$12.73			
Training	1		\$13.50	\$13.91	\$14.33
Silver	1	\$13.91	\$15.26	\$15.73	\$16.20
	2	\$14.30	\$15.65	\$16.13	\$16.61
	3	\$14.68	\$16.03	\$16.51	\$17.00
	4	\$16.48	\$17.81	\$18.35	\$18.90
Gold	1	\$14.68	\$16.03	\$16.51	\$17.00
	2	\$15.07	\$16.42	\$16.91	\$17.42
	3	\$15.45	\$16.79	\$17.30	\$17.81
	4	\$18.04	\$19.36	\$19.94	\$20.54
Lead	1	\$18.96	\$20.27	\$20.88	\$21.51

## **ARTICLE 20 – JOB DESCRIPTIONS & TRAINING**

### **20.03 Training & Orientation**

The Company will ensure that all employees receive orientation and familiarization training on the physical layout of the terminal buildings, the airfield, including taxiways, runways, service roads, the perimeter fences and access control areas prior to commencing their duties. The

Company shall also ensure that employees receive orientation on the Airside Projects they are assigned to including the scope of work, location, vehicle routing, duration, closures, lockouts, work permits, required notifications and emergency procedures for the intended work area. These training costs are the responsibility of the Company, including wages.

The rate of pay for employees in receipt of training will be at the employees' applicable silver rate in effect, when an employee is not otherwise scheduled for work. Employees in receipt of training during their scheduled shift shall be paid at that scheduled rate. Employees who could have been scheduled based on seniority and certification shall be paid at that scheduled rate, unless the entitlement to be scheduled directly resulted from the training, in which case the employee shall be entitled to their applicable static rate in effect.

## **MEMORANDUM OF AGREEMENT #1 - SNOW OPERATIONS - ARTICLE 19**

5. All hours worked during Snow Operations are payable as follows:
  - e. All fixed positions are payable at the Gold rate
  - f. All snow dump site positions are payable at the Silver rate.

- g. All gate positions are payable at the Silver rate.
- h. There will be one (1) Lead Escort per shift.

**Note:** In the event an employee is asked to perform work in a position with a higher rate than what they have been scheduled, they will receive the higher rate of the assigned duties for the actual hours of reassignment in not less than one (1) hour increments, unless the entire shift is authorized by the Airport Authority or unless more than 50% (fifty percent) of their scheduled shift is spent performing the higher paid duties, then they shall receive the higher rate for the entire scheduled shift. Employees asked to perform work in a position with a lower rate of pay than what they have been scheduled will continue to receive their scheduled rate for all hours worked.

## APPENDIX A - WAGE SCALE

IMPLEMENTATION DATES	LEVEL	JULY 1 2018	SEPT. 1 2018	JULY 1 2019	JULY 1 2020
JOB TITLE		3%		3%	3%
STATIC/ GATE	1	16.48			
	2	16.97			
TRAINING	<u>1</u>		18.00	18.54	19.10
SILVER	1	18.54	20.35	20.97	21.60
	2	19.06	20.87	21.50	22.14
	3	19.57	21.37	22.01	22.67
	4	21.97	23.75	24.46	25.20
GOLD	1	19.57	21.37	22.01	22.67
	2	20.09	21.89	22.55	23.22
	3	20.60	22.39	23.06	23.75
	4	24.05	25.81	26.58	27.38
LEAD	1	25.28	27.03	27.84	28.68

**Level 1: 0-1000 hours**

**Level 2: 1001-2000 hours**

**Level 3: 2001-3000 hours**

**Level 4: 3001 + hours**

**Note: All hours worked for progression purposes will apply to all certifications held by the employee.**



1. Effective September 1, 2018:
  - a. The position/certification of Static/Gate shall be removed from the Collective Agreement. Employees in the position, who possess no other certification save for that of Static/Gate, shall be grandfathered to the position and shall receive the “Training” rate specified in Appendix “A”, until such time as they are able to successfully complete the Silver written and practical exam(s). Should the grandfathered employee obtain their Silver certification, they shall no longer be grandfathered and all hours previously worked, since their first date of hiring, will apply for progression purposes, in accordance with Appendix “A”.
  - b. All new hire employees will be required, as a condition of employment, to certify to the position/certification of Silver. They shall be paid the “Training” rate specified in Appendix “A” until such time as they are certified by YVRAA to perform Silver work.
    - i. New hires will be provided with not more than three (3) opportunities to successfully complete the Silver written and/or practical examination(s).
  - c. Notwithstanding the provisions of item (a) above, all work previously categorized as

Static/Gate will be paid at the Silver rate, as specified in Appendix “A”.

2. Peak Season Bonus Premium:

- a. The duration of the peak season will not be less than sixty (60) calendar days, to a maximum of one hundred and eighty (180) calendar days, confirmed annually by the YVRAA.
- b. The parties will meet annually in April each year to determine the commencement and end date of the peak season, which will be communicated in writing to the employees no later than May 1<sup>st</sup>.
- c. A peak season bonus premium of two dollars (\$2.00) per hour for part time employees and three dollars (\$3.00) per hour for full time employees, for each hour worked, including regular and overtime hours, will be available annually, subject to the following criteria:
  - i. Employees must be available to work based upon their submitted availability, in accordance with Article 16.08.
  - ii. An employee’s status as full time or part time will be determined in accordance with the provisions of Article 16.07 and 16.08 and will be based upon the employee’s regular scheduled hours of

- work for each week of the peak season. Overtime hours worked will not be included in the determination of whether an employee is full time or part time.
- iii. Employees must be employed during the defined peak season and must be employed at the time of payment.
  - iv. The peak season bonus premium payment is considered wages for all purposes, and is subject to statutory deductions.
  - v. The peak season bonus premium payment will be issued by separate deposit on the pay period following the end of the peak season, defined between the parties, as outlined in (b) above.
  - vi. Should the peak season duration subsequently be extended at the discretion of YVRAA, employees will be entitled to receive the peak season bonus payment, based upon the original peak season duration, communicated on May 1<sup>st</sup>, as outlined in (v) above. A second peak season bonus premium payment will be issued by separate deposit, to cover any extension(s) of the peak season duration by YVRAA.

## SCHEDULE "B"

### ARTICLE 16 – HOURS OF WORK & SCHEDULING

#### **16.02** Hours of Work

(g) All employees shall be paid a shift preparation premium payment on a per shift basis, as follows:

Job Title	Level	July 1, 2021	July 1, 2022
Training	1	\$14.75	\$15.20
Silver	1	\$16.69	\$17.19
	2	\$17.10	\$17.62
	3	\$17.51	\$18.04
	4	\$19.47	\$20.05
Gold	1	\$17.51	\$18.04
	2	\$17.94	\$18.47
	3	\$18.35	\$18.90
	4	\$21.15	\$21.79
Lead	1	\$22.16	\$22.82

## **ARTICLE 21 - STATUTORY HOLIDAYS**

**21.01** 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
BC Day (*Effective July 1, 2022)	

## **ARTICLE 26 - RENEWAL, AMENDMENT AND TERMINATION**

**26.01** Except as otherwise provided herein, this Agreement shall be effective from July 1, 2021 until June 30, 2023 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

**26.02** If notice of intention to amend is given by 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.

## **COST OF LIVING ALLOWANCE (COLA) – APPENDIX A**

The parties shall meet on July 15, 2021 and July 15, 2022 to review annual Consumer Price Index for Vancouver, British Columbia for the period ending June 30<sup>th</sup>. Should the Consumer Price Index for Vancouver, British Columbia increase beyond 3.5% in either year of the Collective Agreement, the wage rate increases outlined in Appendix “A” will be adjusted to reflect the actual percentage (%) increase in the Consumer Price Index and will be applied retroactive to July 1, 2021, to a maximum of four percent (4%) and/or to July 1, 2022, to a maximum of five percent (5%).

## APPENDIX A - WAGE SCALE

IMPLEMENTATION DATES	LEVEL	JULY 1, 2021	JULY 1, 2022
JOB TITLE		3%	3%
TRAINING	1	19.67	20.26
SILVER	1	22.25	22.92
	2	22.80	23.49
	3	23.35	24.05
	4	25.96	26.73
GOLD	1	23.35	24.05
	2	23.92	24.63
	3	24.46	25.20
	4	28.20	29.05
LEAD	1	29.54	30.43

**Level 1: 0-1000 hours**

**Level 2: 1001-2000 hours**

**Level 3: 2001-3000 hours**

**Level 4: 3001 + hours**

**Note: All hours worked for progression purposes will apply to all certifications held by the employee.**

Dated this 11th day of September, 2018, Vancouver, BC.

For the IAMAW:

Tania Canniff  
General Chairperson  
Transportation District 140  
IAMAW

Abdu Adam  
Chief Shop Steward  
Negotiations Committee

Rouzbeh Daram  
Negotiations Committee

Shakil Salaam  
Negotiations Committee

For Securiguard:

Lorna Clamp  
Vice President  
Securiguard Services Ltd.

Stuart Drysdale  
Manager  
Securiguard Services Ltd.