COLLECTIVE AGREEMENT

between

SECURIGUARD SERVICES LIMITED (The "Company")



and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS



DISTRICT LODGE 140, LOCAL LODGE 16 (The "Union")

Security Personnel Unit - AGREEMENT # 5

APRIL 1, 2023 - MARCH 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of the Agreement is to establish and maintain an orderly Collective Bargaining relationship between the Company and its employees, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration, or alleged violation of the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- **2.01** The Company recognizes the Union as the Bargaining Agent for Security employees as set out in the Certification issued by the Canada Industrial Relations Board, excluding Supervisors and those above the rank of Supervisor.
- **2.02** Employees who are not Members of the Bargaining Unit covered by this Collective Agreement shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Agreement.

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

- **2.03** The word "employee" or "employees", wherever used in the Agreement, shall mean respectively, an employee or employees in the Bargaining Unit described in Article 2.01.
- 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, religion or age.
- **3.02** All employees covered by this Agreement must become Members of and maintain Membership in good standing in the Union as a condition of employment. They shall maintain Membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.

- **3.03** Upon written authorization from the Union, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as "Union Dues."
- **3.04** Union dues for all employees shall be per Local Lodge 16 Bylaws. The Company will be notified, in writing, of changes to the dues structure, if any.
- **3.05** The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 3.

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 endeavour to give the Union fourteen (14) days written notice of changes made to such rules and regulations.

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

- **4.02** The Company agrees to exercise its Management's rights in a manner consistent with this Agreement, accordingly:
 - a) The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.
 - b) It is understood and agreed that all previous Agreements, whether oral or written, by and between, the Company and the Union are superseded by this Agreement.
- **4.03** Discipline may be issued only by Supervisors and those above.

ARTICLE 5 - UNION REPRESENTATION

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

- d) The Union and the Company will work together in good faith to allow employees to attend their committees described above without having an impact on operations.
- **5.02** The Members of the Shop, Negotiating, Health and Safety and Industrial Relations Committees shall be employees who have completed at least two (2) years' service as outlined in Local Lodge 16 Bylaws or by Union discretion.
 - a) The Union Negotiating Committee shall be granted the time off with pay during direct negotiations.
 - b) The Company will grant a Leave of Absence, without pay, to Members of the Union's Negotiating Committee for the purposes of preparation, provided the Company is given reasonable notice in writing.
- **5.03** The Union shall notify the Company in writing of the names of the employees who are Members of the Negotiating, Grievance and Industrial Relations Committees and the Company shall not be required to recognize them until so notified.
- **5.04** The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief Shop Steward and Local

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

The Chief Shop Steward will receive two (2) days off from his regular scheduled shift per month to perform Union related business. The Company will pay the Chief Shop Steward his regular rate of pay.

5.05 An employee will be entitled to have a Shop Steward present when being presented with any discipline that will be noted in his file or in any meeting that the employee may reasonably believe could lead to disciplinary action.

Prior to any disciplinary action being taken by the Company, the employee will have the opportunity to have his/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 (5th) 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 Company reasonably becoming aware of incidents giving rise to the discipline. All discipline shall be presented in private and out of public view. A Shop Steward who is present when any Member is presented with discipline will be provided reasonable time to counsel the Member, investigate and file a grievance as required, without loss of pay.

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

Note: A coaching meeting can take place without a Union representative however if requested by the employee a Union representative will be made available.

ARTICLE 6 - NO DISCRIMINATION

- **6.01** The Union and its officials and Members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- **6.02** No employee shall be discriminated against by the Company nor suffer any loss of employment because of Membership or activity in the Union.
- 6.03 Where the word "he" is used in this Collective Agreement, it also refers to all genders.
- **6.04** The Company agrees to abide by the *Canada Labour Code* in all matters of personal and and sexual harassment.

ARTICLE 7 - GRIEVANCE PROCEDURE

- **7.01** The Company and the Union agree that it is the purpose of the grievance procedure to amicably settle any complaints and disagreements concerning the employees, the Union and the Company without so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- **7.02** It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given a member of the Management team the opportunity to deal informally with his complaint. The Company shall respond within four (4) days.
- **7.03** Should any difference arise between the Company and the Union as to the interpretation, application, administration, alleged violation of the provisions of the agreement or discipline that cannot be satisfactorily dealt with pursuant to Article 7.02, an earnest effort shall be made to settle such difference in the following manner.

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

7.04 <u>STEP ONE</u>

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

7.05 <u>STEP TWO</u>

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

An authorized Union representative(s) and a member(s) of the Management team will meet at least once a month, **if necessary**, for the purpose of conducting Step Two grievances and Discipline Appeal hearings.

7.06 STEP THREE

Any unsettled disputes not resolved at Step Two or a grievance and/or appeal which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance and/or appeal shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance and/or appeal. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of the Step Three meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 8 of the Agreement.

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

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

DISCIPLINE, DISMISSAL AND SUSPENSION

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

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

- 7.12 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.
- **7.13** If a suspension has been issued by the Company, the suspension will be delayed until

such time as the appeal timelines have expired, the appeal has been settled, or determined by reference to arbitration.

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

ARTICLE 8 - ARBITRATION

- **8.01** In the event that any grievance and/or appeal concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 7, the matter may then be referred to mediation by notice in writing by one party to the other within thirty (30) days from the decision of the Company under Article 7. The notice shall contain a copy of the grievance and/or appeal with the remedy sought. If the matter cannot be heard within forty-five (45) calendar days after seeking mediation then the matter can be referred to arbitration by either party or expedited arbitration as per Article 8.09.
- **8.02** The recipient of the written notice, referred to in Article 8.01, shall confirm receipt of such notice in writing the other party, within ten (10) days after notice has been given.
- **8.03** All matters not resolved under Article 7 must first be dealt with in mediation as outlined in Article 8.01 and 8.02 before moving to arbitration or expedited arbitration.

- **8.04** Each grievance and/or appeal submitted to mediation or arbitration under Article 7.06 shall be heard separately unless otherwise mutually agreed to between the Company and the Union.
- 8.05 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as the interpretation. application. to administration or alleged violation of the of the Agreement shall provisions be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 8.06 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any settlement agreed to by the parties or determined by the Arbitrator.
- **8.07** Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 8, shall not be made the subject of another grievance.

- **8.08** The Company and the Union shall share equally the expenses of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.
- **8.09** If a grievance and/or appeal is not resolved after the mediation process, then the matter may be referred to expedited arbitration if mutually agreed to by the Company and the Union. If mutually agreed to expedited arbitration:
 - a) The process will be as follows:
 - 1) All presentations are to be short and concise with:
 - i) Comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
 - ii) Limited use of precedential authorities.
 - iii) Parties endeavouring to conclude cases within one (1) day.

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

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

- b) It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time:
 - i) A brief of pertinent documents will be jointly presented to the Arbitrator.
 - ii) If possible, a statement of agreed to facts will be jointly presented to the Arbitrator.
 - iii) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
 - v) The Arbitrator will decide whether hearsay evidence and extrinsic evidence will be allowed to be entered as evidence. Hearsay and extrinsic evidence will be given the appropriate weight by the Arbitrator.
 - vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their

testimony will be guided to the issues of fact.

- vii) Arguments will be presented only to the points in issue.
- viii) Case authorities will be kept to a minimum and will go only to points at issue.
- ix) Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table. If mediation is not successful the Arbitrator will retain the authority to make a decision.

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

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

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

ARTICLE 9 - NO STRIKE - NO LOCKOUT

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

ARTICLE 10 - SENIORITY

- **10.01** The parties agree there shall be three (3) types of seniority:
 - i) Company seniority shall be the length of service at all locations of Securiguard.
 - ii) Site seniority shall be the length of service working for the Company at YVR.
 - iii) Classification seniority for an employee shall commence from the date of entry into a classification and shall not be transferable from one classification to another.
- **10.02** <u>Termination of Seniority</u>

Employee status and seniority shall both terminate when:

- a) An employee voluntarily terminates his employment.
- b) An employee is discharged for just cause.
- c) An employee retains seniority after layoff for twelve (12) consecutive months or the length of their site seniority to a maximum of twenty-four (24) months.

- d) An employee fails to report for work after a recall from lay-off within seven (7) days of receipt of Notice of Recall. Such Notice to be sent by Registered Mail to the employee's last known address with the Company.
- e) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.
- f) On the second occurrence in a rolling calendar year, a part-time employee fails to work the required 51% of their scheduled shifts in a single month.
- **10.03** An employee who has not worked a shift within a Classification they have obtained seniority (Excluded: ACP) for a period of three (3) months, will be removed from that specific Classification Seniority List.

Note: It will be the Employee's responsibility to ensure they accept a shift within the Classification to remain active or notify the Company of their intention. Where no shifts have become available, the Company will schedule Employee for a shift, who has indicated their desire to remain in the Classification. **10.04** The Company will post a seniority list at three (3) month intervals and will provide the Union office and the Shop Committee with a copy. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have ten (10) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on Vacation or Sick Leave at the time of posting will have seven (7) days from their return to work to seek corrections.

Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

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

10.06 Same Day Hiring

In cases where two (2) or more employee have the same union seniority date, the sequence of seniority will be determined by a draw conducted by the Union during the training class. Employees will pick a number and the highest number drawn will be the most senior employee and so forth. The Union will notify the Company within 24 hours of the results of the draw.

The draw will be held at the end of the Union's one (1) hour meeting with employees on the first day of their training program.

10.07 Any employee performing a temporary function that is outside the scope of this Agreement must not exceed forty days (40) worked in a twelve (12) month period.

> Employees will continue to accrue seniority and salary progression during these periods of assignment. Should the employee exceed forty days worked (40) days per in a twelve (12) month period, he will forfeit all seniority.

> A written notification will be signed by the Company, Union and employee which will contain details of the temporary offer which will include dates, shifts, salary.

Note: The parties will get together annually to determine the salary applicable for the positions.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee until he has been employed for 560 hours or **two hundred and forty (240) days**, whichever comes sooner. The Company shall have the right to dismiss a probationary employee who lacks suitability for future employment.

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

ARTICLE 12 - JOB POSTINGS

12.01 All Bargaining Unit vacancies will be posted for a period of seven (7) calendar days on Company EHub and sent to the personal email provided by the employee. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit. **12.02** Employees, who are on Vacation or Sick Leave, (i.e., LTD, STD, Maternity, WCB, ICBC, or any other authorized Leave) can leave a contact **email** and the classifications they are interested in being notified of should those classifications be posted. The Company will **email** the employees on the first day of the posting and the employee will have until the close of posting to apply.

12.03 Information on Postings

- a) All job postings will indicate the following:
 - date of posting and closing date of posting
 - work days and days off
 - pay rate
 - hours of work
 - start date of position
 - number of positions
- b) For information purposes, the posting will state the hours of work, including the stop and start times.
- c) The hours of work, including stop and start times and days off, are subject to change consistent with operational requirements.
- **12.04** Within three (3) calendar days of the successful applicant being notified, the Company will post the name of the successful applicant in the

same manner in which the vacancy or new job was posted.

- **12.05** The Company agrees to supply the Union with the names of all applicants for a vacancy or new position in the course of a grievance investigation, if so requested. The Company will provide the Union with a copy of all postings prior to posting in the workplace.
- 12.06 <u>Job Posting Selection Process, Training and</u> <u>Probation</u>
 - a) In selecting the successful applicant(s) for a posting, classification seniority followed by site seniority will be the deciding factor where the senior employee has the ability to perform the job.
 - b) All applicants will be administered the same test(s) which they must pass in order to qualify for the position.
 - c) The Company will discuss with the Union any changes to the tests or qualifications required to enter a classification.
 - d) The successful applicant(s) will be afforded the opportunity to complete all training for the position.
 - e) An employee selected for the job posting will be given and have a probationary

period of twenty (20) working days (excluding training) to prove his capabilities in the new assignment. The probationary period may be extended with mutual agreement between the Company and the Union.

- f) If an employee does not pass probation the employee will not be allowed to apply for the same position for a period of one (1) year from the date of the posting.
- g) If an employee does not pass an interview and/or applicable test(s) the employee will be allowed to apply for any subsequent job postings.
- 12.07 Vacancies of Less Than 60 Days
 - a) If the vacancy is one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
 - In order of classification seniority, by employees who have indicated their interest to work additional hours, in writing, provided that they are qualified and have the ability to perform the work.
 - ii) In order of site seniority, by employees who have indicated their interest to work additional hours, in

writing, provided that they are qualified and have the ability to perform the work.

- iii) If the application of this paragraph requires the Company to pay overtime to the employee transferring into the position, the proposed move need not be made.
- b) Where operational requirements make it necessary, the Company may make temporary appointments pending the posting and consideration of Bargaining Unit applicants pursuant to Article 12.01.

Vacancies of 60 Days or More

- a) If the vacancy is one that is expected to be sixty (60) days or more the position will be filled as follows:
 - In order of classification seniority by employees who currently hold a fulltime position in the classification where the posting takes place, to a maximum of two (2) postings.
 - ii) In order of classification seniority by employees who currently hold a parttime position in the classification where the posting takes place.

- iii) In order of site seniority by employees who have indicated interest in the position.
- **12.08** The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.
- **12.09** Any employee awarded a job posting will assume the equivalent or higher rate of pay in their new classification. If the rate of pay is lower than their current classification then they will receive the maximum rate of pay in his new classification.

ARTICLE 13 - LAY-OFF AND RECALL

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

necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority provided the remaining employees have the ability, and the certificates to perform the work.

- b) The Company agrees to inform the Union in the event of any lay-off and, if requested by the Union, meet to discuss displacement rights of the employee(s) including discussion of available mitigating possibilities.
- c) In the event of an operational change affecting at least ten percent (10%) of the Bargaining Unit the parties agree to meet and review the status of full-time and parttime positions prior to any lay-off.
- d) Employees shall receive at least fourteen (14) days notice of a lay-off.
- **13.03** Employees who have been laid off shall be listed according to classification seniority including the date of lay-off, and remain on the classification seniority list for recall for twelve (12) consecutive months or the length of their Site seniority to a maximum of twenty-four (24) months. If not recalled to work during that time, his name shall be removed from all seniority lists.
- **13.04** An employee recalled from a layoff will be done so by classification seniority.

- 13.05 Recall shall be by email and by phone with a Union representative present and copied to the email. In the event that the Company is unable to contact the employee by email or phone, the Company will send the letter of recall by Registered Mail to the address last filed by the employee with the Company. The Union shall receive a copy of each Letter of Recall. A laid-off employee with seniority must keep the Company informed of any change of address by Registered Mail of 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 Displacement Rights

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 After twelve (12) months of service, a request for a Leave of Absence without pay will be considered by the Company upon two (2) weeks written notice and granted where permitted by operational requirements. Leaves can be granted and/or accumulated up to sixty (60) calendar days. Such leave, when granted, shall be without loss of seniority and with accrual of seniority. A copy of 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 After twelve (12) months of service, a request for a Leave of Absence without pay will be considered by the Company upon two (2) weeks written notice and granted where permitted by operational requirements. Leaves can be granted and/or accumulated up to sixty (60) calendar days. Such leave, when granted,

shall be without loss of seniority and with accrual of seniority. A copy of written notice and Company response will be provided to the Union prior to the commencement of the Leave.

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

14.04 L.O.A. For Union Business

The Company will consider requests for Leaves of Absence, without pay, to up to two 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 days advance notice in writing by the Union.

14.05 <u>Leave for employees with child care</u> responsibilities

- 1. Child Care Leave shall be granted in accordance with the Provisions of the *Canada Labour Code* to any employee with seniority as follows:
- 2. As a consequence, natural mothers are entitled to Leave as per the *Canada Labour Code*.
- An employer is required to reinstate an employee to the position she held prior to the Leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.
- 4. 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

- 1. 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:
- 2. 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.
- No employee can be laid off while on Leave under these Clauses. However, this shall not prevent the Company from laying-off active employees who are senior to him during his Leave of Absence under this Clause.
- 4. Every employee who intends to take a Leave of Absence under these Clauses shall:
 - 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.

- 5. 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.
- 6. 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.
- 7. 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.

- 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.
- 9. For the purposes of calculating the pension and health and disability benefit of an employee the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- 10. For the purposes of calculating benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than benefits referred to (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
 - 11. Where an employee is pregnant, that employee is entitled to and shall be granted a Leave of Absence in accordance with applicable legislative provisions.
 - 12. 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.

- 13. 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.
- 14. 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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 applicable legislative provisions.

14.08 Adoption Leave

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.

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 <u>Bereavement</u>

An employee is entitled to up to ten (10) days of bereavement leave in the event of an immediate family members' death to be taken in one (1) or two (2) periods, at any time starting the day following the death and ending six (6) weeks after the funeral, burial or memorial service. Employees will be granted the first three (3) working days off with pay.

The Company may grant an additional Leave of Absence without pay, at the written request of the employee, in accordance with the provisions of Article 14.

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.

14.10 Personal Leave

Employees are entitled to five (5) days of personal leave per calendar vear. Employees with at least three (3) consecutive months of continuous employment will be entitled to the first three (3) days of leave with pay. The Company requires that each leave period be at least one (1) day. Personal days can only be used to be absent from work for certain reasons, according to the Canada Labour Code, as may be amended from time to time. Effective December 1, 2022, personal leave can be used by employees for the following:

- Carrying out responsibilities related to the health or care of any of their family members
- Carrying out responsibilities related to the education of any of their family members who are under 18 years of age
- Addressing any urgent matter concerning themselves or their family members
- Attending their citizen ceremony under the Citizenship Act, and

• Any other reason prescribed by regulation.

The Company may request that an employee provide supporting documents concerning the reasons for the personal leave. The Company may request this documentation up to fifteen (15) days after an employee returns to work, and an employee must provide these supporting documents if it is possible to obtain them.

ARTICLE 15 - POSTING NOTES

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

Both parties will supply each other with copies of any postings, other than those of a routine nature.

ARTICLE 16 - HOURS OF WORK & SCHEDULING

- 16.01 Continuous Operation
 - a) The work week shall provide for continuous operations from Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

- b) An employee will not leave his workplace until relieved by his replacement on the oncoming shift, unless given permission to leave by the Supervisor. The employee must notify the Supervisor should the replacement employee not report to work within a reasonable period of time.
- 16.02 Hours of Work
 - a) The standard work week for full-time employees shall be forty (40) hours per week and eight (8) hours a day which includes an unpaid meal break of one-half (1/2) hour. This standard work week will be five (5) consecutive work days followed by two (2) consecutive days off.
 - b) The full-time standard work week in (a) may be amended as follows:
 - Four (4) consecutive ten (10) hour days followed by three (3) consecutive days off; half (1/2) hour meal breaks will be unpaid;
 - Four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off; half (1/2) hour meal breaks will be paid.
 - iii) 4x3x3x4 shift pattern consisting of twelve (12) hour consecutive days on

and days off. Half (1/2) hour meal breaks will be paid.

- iv) Or any other shift schedule as is mutually agreed to by the parties.
- c) Meal periods, which will be scheduled as close to the middle of the shift as possible, will not be considered as time worked for an eight (8) or ten (10) hour day, unless the employee is scheduled to be on-call during the meal period.

NOTE: Travel time of fifteen (15) minutes paid for any terminal posts outside of the DTB.

- d) The Company must continue the present practice of ensuring each employee receives one (1), fifteen (15) minute break in each half of their shift, agreed to **unless** otherwise with the Shift Committee. The fifteen (15) minute break will not occur during the first or last hour of the shift unless agreed to by the employee. This will be a grievable matter if the practice is not continued on a regular basis.
- e) The order in which employees will bid shifts will be determined by full-time classification seniority followed by parttime classification seniority. Full-time

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

- f) Occasionally the Company may be required to adjust an employee's post based on operational requirements but cannot change the work hours or days off.
- 16.03 Joint Shift Committee
 - a) It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties.
 - b) The Joint Shift Committee will be comprised of Management and the Chief Shop Steward plus one (1) other union member elected by the membership. The member must serve one (1) year term on the Committee. The Union is to provide the name of the member on a yearly basis to the Company.
 - c) The Joint shift committee will meet together to discuss shift alterations and come to an agreement prior to posting of the shift schedule.

- d) Should the parties not reach an agreement then the schedule issues will be escalated to the General Manager and General Chair- person so that a decision can be made.
- e) The Company has the final decision on the shifts, however the decision is subject to the grievance procedure

16.04 Shift Bid (Full-time)

- a) The shift bid process will take place twice (2x) per year with schedules to be implemented within the first week of May and the first week of November of each year.
- b) The Joint Shift Committee will post the final shift proposal for a minimum of seven (7) calendar days.
- c) The Joint Shift Committee will conduct a shift bid following the posting of the final shift proposal as stated in 16.03 (b).
- d) The Joint Shift Committee will post the shift awards at least seven (7) calendar days prior to the schedule's effective date.
- e) Employees will have the opportunity to bid by paper, email, phone, and or in

person.

- Employees that miss their bid will be assigned a shift at the end of the bid process.
- **16.05** Once the shift has been posted and bid there will be no changes.

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

- **16.06** The full-time complement in all classifications will be determined by the Company. It is agreed that where, in a classification, there is an eight (8) consecutive hour requirement for five (5) days on a shift, or a ten (10) consecutive hour requirement for four (4) days on a shift, or a twelve (12) consecutive hour requirement for four (4) days on a shift, that the Company must make every effort to make this a full-time position.
- 16.07 Part-time Hours & Bid
 - a) Shifts will be no less than four consecutive (4) hours and no more than twelve consecutive (12) hours per day.

- b) Meal periods as per article 16.02 (b), 16.02(c). Part-time shifts over five hours will be scheduled as close to the middle of the shift as possible, and not considered as time worked, unless the employee is scheduled to be on-call during the meal period.
- c) The maximum of (32) scheduled hours per week.
- Part-time shifts may be a combination of lines (minimum 24 hours maximum 32 hours) and single days.
- e) Employee can bid multiple single days in a week however all rules must be adhered to.
- f) Employees will have a minimum of two (2) days off consecutively per week.
- g) Employees will be required to bid a minimum of five (5) shifts per month unless hours are unavailable.
- Employees will bid based on their classification seniority. The order of the bid will be as follows:
 - SOC
 - PATROLLER

- LINK
- ACO
- OSCAR (parking patrol)
- SCREENÏNG
- ACP
- Part-time Shift Bids will take place monthly and will be conducted by the Joint Shift Committee. Four (4) calendar days' notice shall be given to the employees to review the posted schedule prior to bidding.
- j) Part-time employees will be provided a bid date and time. Employees can bid by paper, email, in person, and or phone. Employees that miss their bid will be assigned the minimum requirement per month.
- k) Once bid is completed there will be no changes. The Joint Shift Committee will post the schedule a minimum of seven (7) days prior to the effective date.
- Should there be any available shifts after the process has been completed then they will be filled as per Article 18.

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 twenty-four (24) hours prior to the commencement of the shift. Management will not unreasonably disallow approval.
 - c) The employee signing to work that shift is responsible for that shift.
 - d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the shift trade, or after the shift trade.
 - e) Employees must work at least fifty one percent (51%) of their scheduled shifts in a quarter. The quarters will start on January, April, July, and October of each calendar year.

ARTICLE 18 - OVERTIME

The Company and Union agree that all overtime will be voluntary with the following exception. When employees are requested to work overtime because of irregular operation beyond their normal shift it shall not exceed three (3) hours.

Definitions

Advanced Overtime Schedule

Any overtime that is known more than **seven** (7) days. (i.e. Vacation, Leave of Absence, Open Shifts) Short Notice Overtime

Any overtime less than seven (7) days.

18.01 Advanced Overtime Scheduling Procedure

The Operations Coordinator – Scheduling will, use the following procedure dealing with Advanced Overtime Scheduling of overtime.

- Contact employee(s) by email. The employee(s) will have twenty-four (24) hours to respond. The Company will award shifts within seventy two (72) hours based on classification seniority.
- 2) All remaining shifts will be covered by short notice overtime.
- 18.02 Short Notice Overtime Scheduling

The Operations Coordinator – Scheduling and/ or designated person will use the following procedure to schedule Short Notice Overtime:

- Contact employee(s) in classification seniority order that are listed in the Overtime Book by telephone.
- Contact employees(s) in order Classification Seniority by telephone. Note: There will not be a waiting period between contacting employees and shifts will be awarded based on the first employee to accept.

Note: Overtime awarded due to client request or project may be cancelled with a minimum of forty eight (48) hours' notice. This type of overtime will be communicated to the employees at the time of canvassing. All other overtime awarded cannot be cancelled.

- **18.03** In the event of overtime requiring additional shifts, such overtime will be offered by classification and seniority as per 18.01 & 18.02.
- 18.04 Full-time Employees who work in excess of the scheduled hours of work shall be paid at the rate of one and one-half (1-1/2) times the employee's regular basic hourly rate.

- 18.05 Part-time Employees who work any hours after or before their scheduled shift shall be paid at the rate of one and one-half (1-1/2) times the employee's regular basic hourly rate.
- 18.06 Part-time Employees who work any hours over thirty two (32) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular basic hourly rate.
- **18.07** If any employee is required to work unscheduled overtime, of which he is not notified in advance of commencement of his regular shift, and the employee works beyond three (3) hours overtime, the employee shall receive a food voucher with a value of **fifteen dollars (\$15.00)** provided by the Company on the same day as hours worked.
- **18.08** Any hours worked in excess of sixteen (16) hours for emergency purposes in a twenty-four (24) hour period will be paid at the rate of two times (2x) his regular rate of pay.
- **18.09** Any employee bypassed for overtime when the Company does not canvass the employees as stipulated in Article 18 then the affected employee will be paid the applicable over- time rate(s) for the length of the shift he was bypassed. The number of eligible bypasses will be limited to the

number of overtime shifts made available by the Company for which bypasses occurred.

18.10 <u>Time Back</u>

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

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

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

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

ARTICLE 19 - CLASSIFICATION

19.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The job classifications in which employees shall be classified are those listed below. ACP

- Provide Access and Egress into and out of the Restricted Area for both passengers and employees according to the policies and procedures distributed by the Company
- Prevent unauthorized and backflow access into restricted areas;
- Control access to restricted areas through verification of RAIC verification;
- Ensure adherence to block pass requirements for those accessing the Restricted Area while escorting;
- Ensure goods entering adhere to the Secure Supply Chain Security program;
- Ensure Canada Border Services Agency ("CBSA") regulations and directives are enforced;
- Report emergency situations to the Security Operations Centre or Airport Operations Centre;
- Issuing block pass/vehicle plates when requested by Airport Authority;
- Inspect vehicles entering the restricted area for unauthorized individuals and verify that each occupant is in possession of a valid

document of entitlement; and

- Report all program, security or customs violations to SOC
- Facilitate the opening and closing of access control posts.
- Provide Customer Service to both passengers and employees
- Have a clear understanding of the Standard Operating Procedures
- Other duties as directed by the Shift Supervisor or his designate.

Link & Swing

- Ensure separation of International, Transborder and Domestic passengers.
- Patrolling and sweeping designated areas prior to gate activation.
- Controlling exit and entry of passengers and employees.
- Carrying out the inspection of boarding cards.
- Liaising with Airport Operations Gate Scheduling Department.
- Opening and closing link section.
- Set up gates for arrival and departures.
- Provide Customer Service to both passengers and employees

• Other duties as directed by the Shift Supervisor or his designate.

ACO

- Administer the RAIC program for pass issuance;
- Administer the Transport Canada TC-AFIS system for application processing;
- Administer the local Access Control system (CEM) for access permissions and employee database;
- Generate various lists (Lost & Stolen list) for post distribution to prevent unauthorized access into the Restricted Area;
- Respond to customer inquiries via front counter, phone and email (response to be provided no later than the next following business day);
- Review and process various RAIC or non-RAIC-related application forms to ensure completeness within 1-3 business days;
- Handle any updates and amendments relating to RAIC or any other application forms used in the Access Control Office;

- Generate and provide daily, weekly, and monthly reports, in the format and with content as specified by the Airport Authority, for Airport Authority and/or Transport Canada (TC) reviews;
- Administer access privileges and troubleshoot proximity card problems;
- Liaise with Transport Canada regarding security clearances, including Transport Canada refusals;
- Liaise with Canadian Air Transport Security Agency (CATSA) relating to the RAIC program, including the portable RAIC reader program;
- İssue, recover, and audit incoming key requests;
- Maintain up-to-date records and databases concerning all Access Control Office activities and programs;
- Assist in recovering any expired/lost/ stolen RAIC and other passes;
- Manage no more than 3% of all Failed to Return RAICs and temporary passes;
- Assist in preparation of Transport Canada and/or CATSA Audit of passes and assets;
- Manage all temporary passes (block passes) including the issuance, recovery, and billing of outstanding

temporary passes;

- Scan various types of forms for electronic filing;
- Manage all online appointment bookings;
- Process any financial charges for Failed to Returned passes/plates and route to Airport Authority;
- Generate and review various reports to review and fix any anomalies relating to RAIC, passes, etc.;
- Generate company reports for external stakeholders to reconcile the RAICs;
- Manage all new companies register at the Access Control Office; and
- Provide Signing Authority assistance and training relating to the Signing Authority program.
- Provide Customer Service to both passengers and employees
- Other duties as directed by the Shift Supervisor or his designate.

SOC

Job Description

• Answer and respond to telephone calls that come into the Security Operations Center from both internal and external stakeholders, answering and directing them as

required

- Respond to inquiries from Security Personnel, providing necessary direction as per the Standard Operating Procedures and escalating situations with the Security Supervisor, as necessary
- Document necessary information for incidents and service requests, using the platform provided by the Vancouver Airport Authority
- Ability to trouble shoot and problem solve various incidents and requests that occur, escalating to the Security Supervisor, as required
- Ability to deescalate and manage conflict in an appropriate manner
- Provide access and egress into and out of the Restricted Area of the airport, when required
- Report and dispatch Security
 Personnel as required
- Conduct and Document investigations using various systems and platforms provided by the Vancouver Airport Authority, reporting findings to the necessary people
- Liaise with various external agencies (i.e., YVR, RCMP, CBSA, USCBP and CATSA)
- Monitor CCTV video footage and PIDS.

- Provide Customer Service to both passengers and employees
- Other duties as directed by the Shift Supervisor or his designate.

Patroller

- Respond to and log security incident reports.
- Respond to all dispatched calls
- Proactive patrols not limited to:
- Verify integrity of all Primary Security Line doors, gates, fences, hatches and screens at least once per 12-hour period and ensure all identified items are documented and submitted to SOC for follow up;
- Advise SOC of any major faults in the primary security line and remain onsite at the fault location until resolution;
- Actively patrol restricted areas, including terminal sterile areas, baggage make-up areas, apron areas and aircraft movement areas, and identify any security or safety threats immediately and work to resolution where necessary;
- Respond to alarms and/or security threats, or to security breaches of the Primary Security Line and take

appropriate corrective action.

- Patrol public, curbside, and tenanted areas to ensure integrity of security, and identify deficiencies;
- Monitor adherence to security related programs in public and tenanted areas by tenants;
- Identify suspicious behaviour or activity and communicate to SOC;
- Investigate any unattended baggage and vehicles, following procedures for dealing with unattended baggage as required including documentation around equipment and process;
- Identify persons committing acts of trespass and advise SOC (in cooperation with the RCMP where necessary); and
- Complete daily collection and distribution of equipment and documentation to access control points.
- Co-ordinate incidents with Airport Operations.
- Enforcement of regulations and issuing violations when necessary.
- Responding to emergency incidents according to YVR emergency plan.
- Enforcement of regulations and issuing violations when necessary pertaining to AVOP, RAIC, and TEVOP.
- Emergency Personnel Escorting.

- Assisting ACP guards when necessary.
- Provide Customer Service to both passengers and employees
- Other duties as directed by the Shift Supervisor or his designate.

Parking Patroller

- Conduct patrols of all parking areas
- Respond and log security incident reports
- Identify suspicious persons or activity impacting safety of vehicles or persons in these areas;
- Identify vandalism or vandals as discovered;
- Identify persons committing acts of trespass and encouraging their departure from airport facilities (in cooperation with the RCMP where necessary).
- Co-ordinate incidents with Airport
 Operations
- Respond to emergency incidents according to YVR Emergency Plan
- Assist passengers and members of the public, as needed.
- Assisting ACP guards when dispatched

- Opening and closing East loading gate and South Terminal
- Provide Customer Service to both passengers and employees
- Other duties as directed by the Shift Supervisor or his designate.

K9

- Actively attend all sites required with your K9 partner – Includes long foot patrols, report writing, and K9 searches
- Provide excellent customer service with a continued focus on client and community relations
- Care for the designated K9
- Assist and respond to any calls by the Manager, K9 Compliance, for additional service as required
- Interior and exterior patrols as required, including but not restricted to parking lots, stairwells, hallways, common area facilities
- Coordinating and liaising with police and other emergency service providers as required
- Providing detailed statements including occurence, incidents and patrol reports as required

- Reporting and documenting any safety hazards
- Explosive or narcotics detection
- Maintaining training records

Airline Screening

- Respond to alarms on screening equipment
- Ensure passenger items are screened prior to boarding
- Document of Entitlement
 Inspections
- Physical Search of Persons
- Physical Search of Bags
- Explosive Detection swaps
- Establish and maintain effective communication with passengers and team members
- Have a clear understanding of all SOP's and Directives
- Manage conflict
- Document all employees (contractor)
 entering aircraft
- Other duties as directed by the Shift Supervisor or his designate.
- **19.02** Employees temporarily assigned to a higher classification for a minimum of one-half (1/2) hour shall receive the higher rate for all time worked in the higher classification.

- **19.03** 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.
 - a) If an agreement cannot be reached on a job description the issue(s) may be submitted to arbitration. The arbitrator shall decide on the issue based on the relationship of the job description for the new classification to existing classifications in the Bargaining Unit.
 - b) 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.
 - c) Any decision to adjust the wage rate, either by the parties or the Board, shall be retro- active to the date the grievance was filed.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following Statutory Holidays shall be observed:

Labour Dav

New Year's Day Family Day Good Friday Victoria Day Canada Day BC Day

National Day for Truth & Reconciliation Thanksgiving Day Remembrance Day Christmas Day Boxing Day

- **20.02** In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent in hours of his regularly scheduled shift, whichever is greater.
- **20.03** An employee who works on a Statutory Holiday will be paid at one and one-half (1-1/2) their regular rate of pay for the hours worked in addition to the paid Statutory Holiday (**based on scheduled shift**). Any hours worked by a full-time employee on a paid holiday beyond his regular shift or in excess of the regular weekly hours will be paid at the rate of twice (x2) his regular rate of pay.
- 20.04 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.

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

ARTICLE 21 - ANNUAL VACATION & VACATION PAY ENTITLEMENT

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

YEARS OF SERVICE	VACATION ENTITLEMENT	VACATION PAY	
0 to 1	1 Day Per Calendar Month UP TO A MAXIMUM OF 10 DAYS	4%	
1 to 4	3 weeks	6%	
5 to 11	4 weeks	8%	
12 to 17	5 weeks	10%	
18 or more	6 weeks	12%	

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

A vacation list will begin circulation by October 15^{th} 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 1st their second choice by no later than November 15th their third choice by no later than November 30th and their fourth choice and subsequent choices by December 15th. The approved vacation list shall be posted by no later than January 1st 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) 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.
- d) An employee who is bumped or elects to displace in accordance with Article 13 shall retain his vacation selection.

- On October 1st 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.
- Prior to October 1st of each year, the 2) Company and Union will meet to establish the vacation ratio for each week of the upcoming vacation year. ratio The minimum will he established by calculating the total of vacation weeks entitlement. by fifty-two (52) weeks, divided rounded to the next whole number.
- The vacation entitlements and vacation ratios will be posted in the Lunchroom and on Ehub, no later than October 15th of each year.
- The Company will have vacation selection forms available by October 15th 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, an employee may bid consecutive weeks and are not bid multiple nonpermitted to 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 and 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 and 20.
- Employees are required to submit their vacation forms either by email to or by delivering the form to the YVR Branch Office by the following dates;

Round 1 – Not later than November 1^{st} Round 2 – Not later than November 15^{th} Round 3 – Not later than November 30^{th} Round 4 – Not

later than December 15th.

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.

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

Round 1 – November 2^{nd} Round 2 – November 16th Round 3 – December 1^{st}

The final approved vacation schedule shall be posted by the Company, in the Lunchroom and on Ehub, no later than January 1st of the following year. A copy will be provided to the Union.

 The Company will post an up-to-date version of the vacation schedule on the first of each month, in the Lunchroom 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 and based on availability of open vacation positions within classification.
- 12) Any employee may cancel their scheduled vacation provided they submit written notice, no later than the 14th day of the previous month. If the 14th is a Saturday, Sunday or Statutory Holiday, the employee must cancel their scheduled vacation on the non-Statutory Holiday day immediately preceding the 14th.
- 13) When an employee cancels scheduled vacation during the period

between July 1st and August 31st, the Company will send an email notification to all employees, informing them of the avail- able vacation week(s). Employees will have three (3) business days from the date of notification to apply for the avail- able 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.
- **21.04** Vacations will be bid separately for each classification and will be in conjunction with regular days off.
- **21.05** All employees will receive their outstanding vacation pay on the second regular pay day in January each year calculated up to the end of the preceding calendar year.

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

All employees will be required to take their vacation entitlements during the vacation year.

21.06 Any employee not bidding their full vacation allotment during the vacation bid process will be allowed to request any unbid vacation time as long as two (2) weeks of notice is given to the Company on a first come first serve basis.

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

ARTICLE 22 - HUMAN RIGHTS

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

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

a) Discrimination/Harassment Prohibited

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

b) <u>Sexual Harassment</u>

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

22.02 Complaint Procedure

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

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

- **22.04** The parties recognize that the Duty to Accommodate applies to Article 22.01 (a) and (b).
- **22.05** The Union retains the right to file a grievance under Article 7 and failing resolution of the grievance, the Union may pursue the matter.
- 22.06 Transfer of Harasser

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

ARTICLE 23 - HEALTH AND SAFETY

- **23.01** The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Industrial Health and Safety Regulations (I.H.S.R.) policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.
- **23.02** The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.
- **23.03** The Union will co-operate to promote the adherence to the appropriate Federal

Regulations, policies, practices and procedures.

- **23.04** A Health and Safety Committee shall be established in accordance with Federal Regulations including:
 - a) Not fewer than four (4) regular Members, employed at the operation and experienced in the types of work carried on at the operation; and
 - Membership elected by and representing the workers and the Company. In no case shall the Company's Representatives outnumber those of the workers; and
 - A Chairman and a Secretary elected from and by the Members of the Committee; and
 - d) Where the Chairman is a Company member the Secretary shall be a worker and vice versa.
- 23.05 Reporting of Unsafe Conditions
 - Employees shall immediately report to their Supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take

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

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

ARTICLE 24 - HEALTH BENEFITS

24.01 The 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.

24.02 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 24.01, 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 24.01 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 24.01 for the duration of any absence due to occupational injury or jury.

ARTICLE 25 - UNIFORMS

25.01 Uniforms

Item	Quantity Full-Time	Quantity Part-Time		
Shirts	5	3		
Safety Vest	1	1		
Jacket	1	1		
Vest Jacket	1	1		
Hat (outside posts only)	1	1		
Pants	2	2		
Tie	1	1		
Toque (outside posts only)	1	1		

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

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

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

Note: A thermal waterproof jacket will be provided to those that work any positions outside.

25.02 Company will reimburse employees that work in position that require CSA approved footwear up to one hundred and fifty dollars (\$150.00) every eighteen (18) months upon presentation of receipt.

ARTICLE 26 - SICK DAYS

26.01 Effective December 31, 2022, all employees who have been employed for thirty (30) consecutive days shall accrue three (3) days of paid sick leave, which carries over to 2023. Thereafter, each employee accrues one (1) additional day of paid sick leave on the 1st day of the month following, e.g. a fourth (4th) day is accrued on February 1, 2023, to a maximum of ten (10) accrued days in the calendar year. A calendar year is January 1st to December 31st. A paid sick leave day is equal to the employee's scheduled shift length at the time the leave is taken.

Employees hired after December 1, 2022, will accrue three (3) days of paid sick leave following thirty (30) consecutive days of employment, and thereafter will accrue one (1) additional day, as outlined above.

Employees who are inactive (with the exception of employees absent on a Personal Leave under Article 13, for

reasons not covered by protected leaves under the Canada Labour Code) will accrue any missed accrual of paid sick leave days on the first pay period after their return to work.

Accrued paid sick leave days will be reflected on an employee's pay stub.

Paid sick leave days can only be taken in increments one (1) day, regardless of the amount of work time missed.

Only the employee may decide to categorize an absence as paid sick leave. The employee will need to advise the employer to deduct a day from their paid sick leave entitlements in order to be paid.

Any employee may take paid sick leave days for any of the following reasons:

- Personal illness or injury of the employee
- Organ or tissue donation from the employee
- Medical appointments for the employee during working hours
- Quarantine of the employee

The employer may ask for a sick note if an employee have been absent for five (5) consecutive days or longer from work,

and must do so in writing, no later than fifteen (15) days after the employee's return to work.

The Company will be responsible for the cost of the note up to fifty dollars (\$50.00).

ARTICLE 27 - TRAINING

- 27.01 AVSEC Training
 - Employee will be paid for the entire shift if they successfully pass the course.
 - The training day will be considered their first day of work for seniority purposes.
- 27.02 AVSEC Recertification
 - Employees will be issued the training packages a minimum of fourteen (14) days prior to the test.
 - On the date of the test, there will be a two (2) hour review class prior to the test.
 - The recertification test will be offered twice a month, every two (2) weeks.
 - It will be the responsibility of the employer to schedule a training and test date.
 - Should an employee be disqualified from an AVSEC qualified position for a year as a result of failing AVSEC, they will remain on the seniority list. Should an employee

be disqualified for a second consecutive year, they will be permanently disqualified from any position requiring the AVSEC Certification.

ARTICLE 28 - LICENSES AND CERTIFICATES

28.01 Starting January 1, 2015 the Company will pay the renewal cost for all employees' British Columbia Security Worker License.

ARTICLE 29 - PARKING

- **29.01** Securiguard will provide parking compensation for posted (through Shift Bid) full-time and part-time employees. An employee must declare at the time of Shift Bid (May and November) which option they select, and this selection cannot be changed outside of these time frames.
 - a) <u>YVRAA Employee Parking</u>

If an employee selects to park in the designated employee parking identified by Vancouver Airport Authority, the Company will pay **100% for all Full-Time employees and 50% for Part-Time employees.** The remainder of the cost will be recovered through payroll deduction.

b) Securiguard Employee Parking

If any **Part-Time** employee selects to park in the allocated employee parking identified by Securiguard, the employee may park their vehicle while on shift at no cost to the employee.

c) Transportation Allowance

Full-Time Employees that don't require a parking pass will be compensated \$50.00 per month. The payment will be made monthly.

Note: Employees that have **and use** parking provided at their current post will not be entitled to this parking benefit and will continue to have their parking provided for the life of this agreement.

ARTICLE 30 - MINIMUM RATES OF PAY, PREMIUMS AND ALLOWANCES

31.01 a) Employees shall be paid bv automatic bank deposit every second Friday. Should the regular pay day fall on a general holiday, deposit will made on the banking dav be preceding the regular pay dav. Where there is a shortage equal to seventy-five dollars (\$75.00) 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 twentyfour (24) calendar month period immediately preceding the discovery of the error. When the error involves failure to make reauired а а deduction or an overpayment to an employee which is being recovered by the Company, the parties will meet upon the repayment to aaree involves schedule. lf the error underpayment or deduction in а 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 Appendix A.

ARTICLE 31 - RENEWAL, AMENDMENT AND TERMINATION

- **31.01** Except as otherwise provided herein, this Agreement shall be effective from **April 1**, **2023 until March 31**, **2026** 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.
- **31.02** If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

APENDIX A

WAGE SCALE

		2%	3%	6%	3%	3%
		Wage Bump	2023	2024	2025	2026
Classification	Level		April 1 - Dec 31	Jan 1 - Dec 31	Jan 1 - Dec 31	Jan 1 - Mar 31
Security Operations Center & AVSEC Patroller	1		\$23.03	\$24.41	\$25.14	\$25.89
Security Operations Center & AVSEC Patroller	2		\$24.35	\$25.81	\$26.59	\$27.38
Security Operations Center & AVSEC Patroller	3		\$25.66	\$27.20	\$28.02	\$28.86
Security Operations Center & AVSEC Patroller	4		\$26.98	\$28.60	\$29.46	\$30.34
Access Control Point, Link and Swing, Parking Patroller & Screening	1		\$20.76	\$22.01	\$22.67	\$23.35
Access Control Point, Link and Swing, Parking Patroller & Screening	2	\$20.56	\$21.18	\$22.45	\$23.12	\$23.82
Access Control Point, Link and Swing, Parking Patroller & Screening	3	\$20.97	\$21.60	\$22.90	\$23.58	\$24.29
Access Control Point, Link and Swing, Parking Patroller & Screening	4	\$21.39	\$22.03	\$23.35	\$24.05	\$24.77
Access Control Office	1		\$20.76	\$22.01	\$22.67	\$23.35
Access Control Office	2		\$21.50	\$22.79	\$23.47	\$24.17
Access Control Office	3		\$23.15	\$24.54	\$25.28	\$26.04
Access Control Office	4		\$24.81	\$26.30	\$27.09	\$27.90
К9	1		\$28.35	\$30.05	\$30.95	\$31.88
К9	2		\$28.72	\$30.44	\$31.35	\$32.29
к9	3		\$29.72	\$31.50	\$32.44	\$33.42
к9	4		\$30.54	\$32.37	\$33.34	\$34.34
Training*			\$16.75	\$16.75	\$16.75	\$16.75

* If there is any changes to the BC provincial minimum wage the training wage will be adjusted on the date of the change to reflect the change in minimum wage.

Premiums:

ACO Coordinator \$1.00 per hour for all hours worked ACO Administrator \$0.50 per hour for all hours worked Trainer - \$3.00 per hour

Cost of Living Allowance (COLA):

The parties shall meet on November 15, 2025 to review the annual Consumer Price index for Vancouver, British Colombia for the period ending October 31, 2025. Should the Consumer Price index for Vancouver, British Colombia increase beyond 4%, the wage rate increases outlined in Apendix "A" will be adjusted to reflect the actual percentage (%) increase in the Consumer Price index and will be applied January 1, 2026.

Hourly Increments:

Level 1: 0-1000 hours Level 2: 1001-2000 hours Level 3: 2001-3000 hours Level 4: 3001 hours + Note: An employee that is awarded a job posting to a new classification must work 1000 hours in that classification before moving to the next pay level.

MEMORANDUM OF AGREEMENT NO. 1

CANINE HANDLERS

All provisions of the Collective Agreement apply with the following exceptions or changes. The following will apply to the Canine Handlers only:

Article 30 - Dog Sick

Should the canine become sick and unable to work under no circumstances will the Canine Handler lose pay. The Canine Handler will be required to attend work and may be assigned other duties cover under this collective agreement with no adverse effect on the members in the classifications as assigned by Management.

If the canine is unable to work for any other reason than above the Company will accommodate the Canine Handler on a temporary basis for a minimum of thirty (30) days before using a layoff notice. The Canine Handler will be red circled and could be assigned work outside the YVR.

<u>Allowances</u>

\$80 per pay period covers grooming in home, care of dog outside the working hours and small incidental items such as shampoo, cleaning supplies, poop bags and treats.

Expenses

The Company will reimburse expenses for dog such as but not limited to food, veterinary expenses, special needs or care that may be required, kennels, collars, harnesses, **leashes** and toys.

MEMORANDUM OF AGREEMENT NO. 2

SCREENING CLASSIFICATION SENIORITY

Currently, we have multiple Classification Seniority lists for each of the following Screening Contracts held help by Securiguard Services Limited:

- a) Cathay Pacific
- b) Philippines
- c) British Airways
- d) Korean Passenger
- e) Korean Cargo
- f) Lufthansa and
- g) Edelweiss

All employees have a seniority date in one (1) or more of the above Classification Seniority lists, dependent on the first date they worked for said airline.

Effective, upon ratification of this Memorandum of Agreement each of the above individual Classification Seniority lists listed above, will be consolidated into a single Classification Seniority for Screening.

An employee's new Classification Seniority for Screening date will be determined by his/her earliest date on the above-mentioned Classification Seniority lists, if the employee has multiple different dates. Where two (2) or more employees have the same date, then Site Seniority will be used to determine who will be higher in seniority. Employees will bid their shifts based on the new seniority list and should an employee bid an airline in which he doesn't have the qualification then the Company will provide the training.

LETTER OF UNDERSTANDING NO. 1

UNIONIZED TRAINER

Job Description

- Conduct training including re-training and new procedure training of all personnel
- Document training through training checklists and assessment to demonstrate trainees align with the minimum competency of the role
- Provide feedback to supervisory staff in relations to trainee's progress, performance and suitability

Qualifications:

- Must be fully qualified in the classification
- Minimum 1 year of experience in the classification (where possible)
- Completion of the trainer assessment conducted by a Company representative and the General Chairperson or his designate after the selection process
- Completion of train the trainer training

Posting:

- The Company will post the trainer positions once a year every October for each classification
- Selection will be based on seniority

 Once awarded employee will be required to perform the training for a period of one year

<u>Shifts:</u>

• Training will be conducted on the trainers regular schedule unless there is mutual agreement between Trainer, Union and Company to alter the shift schedule

Premium:

• A premium of \$3.00 per hour will be paid for all hours worked as a trainer.

LETTER OF UNDERSTANING NO. 2

OUT OF SCOPE

The parties agree that there may be times in the operation that require a non-unionized K-9 handler to perform work at YVR.

The Company will meet with the Union prior to assigning any non-unionized staff to perform the work. All avenues must be exhausted within the unionized staff first.

The scheduling of non-unionized staff be limited to vacation and sick coverage unless mutually agreed to by the parties.

Any non-unionized staff performing work will be paid according to the scale in the Collective Agreement. Under no circumstances will an hourly non-unionized employee be paid higher rates that the current staff. IN WITNESS WHEREOF the parties have executed and SIGNED this Agreement at:

Vancouver, BRITISH COLUMBIA, this <u>20th</u> day of <u>October</u>, 2024.

For the Employer Lorna Clam Angus Gardner

Kay Blunt-Clayden

For the Union Todd Haverstock

omoto

Ronal Ram

John De Silveira

Cant lat David Kaleta

AU GOLTAHANT Ali Goljahani-



Transportation District 140