COLLECTIVE AGREEMENT

BETWEEN:

SECURIGUARD SERVICES LIMITED
(Vancouver International Airport)

AND:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

FOR

Transportation District 140 (Local 16)

AIRSIDE ESCORTS

AGREEMENT # 7

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE 1 - PURPOSE & PREAMBLE

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

1.02 This Agreement is made and entered into by and between Securiguard Services Limited, hereinafter referred to as the “Company” and the International Association of Machinists and Aerospace Workers, Transportation District 140, hereinafter referred to as the “Union”.

1.03 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government(s) of British Columbia and/or Canada, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the International Association of Machinists and Aerospace Workers Union, Transportation District 140 as the sole Bargaining Agent for Airside Escort Employees as set out in the Certification issued by the Canada Industrial Relations Board, excluding Supervisors and those above the rank of Supervisor.

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

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

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

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

ARTICLE 3 - UNION SECURITY

3.01 Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

3.02 All employees covered by this Agreement must become Members of and maintain Membership in good standing in the Union as a condition of employment. They shall maintain Membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.

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

3.04 Union dues for all employees shall be per Local 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 just cause.

(c) To make and alter from time to time, rules and regulations to be observed by all employees. The Company will give the Union fourteen (14) days written notice of changes made to such rules and regulations.

(d) When there is a requirement for the Company to introduce or amend policy as a result of legislated changes regarding Aviation Security and Aviation Safety by either the Minister of Transport or Transport Canada, the Union and the employees will be notified in writing immediately following notification to the Company.

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

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

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

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

ARTICLE 5 - UNION REPRESENTATION

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

(a) A Shop Steward Committee of not more than ten (10) Members who shall be employees of the Company covered by this Agreement. However, no more than four (4) Members shall attend any meeting between Management and Union.

(b) A Negotiating Committee comprised of, at least, three (3) Members of whom one (1) shall be Chief Steward, selected by the Union to act on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Company. As employees increase, the Committee should be comprised of one (1) representative for every fifty (50) employees.

(c) An Industrial Relations Committee comprised of a maximum of three (3) Shop Stewards (elected by the Shop Steward group) to meet quarterly (or as needed by mutual agreement) with Management representatives in order to address matters of concern regarding the Union Membership and day to day operations at the site.

(d) The Union will be given two (2) hours on the final day of the AVSEC course to privately address new employees. The Company agrees to provide the Union with not less than seventy-two (72) hours notice of the commencement of the AVSEC course, and arrange for the release and backfill of the Union representative designated by the Union to attend the AVSEC course.

5.02 The Members of the Shop, Negotiating, Health and Safety and Industrial Relations Committees shall be employees, designated by the Union, as outlined in Local 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, and Local 16 Executive of the functions provided by Article 5.01 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

It is agreed that the Senior Steward shall be released each week on Thursday, without loss of pay and they shall be paid by the Company for all hours that their seniority entitled them to in accordance with Article 16.03, in order to perform Union functions.

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

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

Nothing in this Article shall be construed to prevent the Company from removing an employee from the workplace with pay, pending an investigative meeting with the employee. Notice of such removal shall be given to the affected employee, in the presence of a Shop Steward.

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

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

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

ARTICLE 6 - NO DISCRIMINATION

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

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

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

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

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

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

7.04 **STEP ONE**

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

7.05 **STEP TWO**

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

7.06 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the

Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his designate, shall schedule a meeting between the Grievance Committee plus the Business Representative and the Company representatives designated for that purpose, to be held within twenty (20) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of such meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 8 of the Agreement.

7.07 The Company will notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure July 1st of each year, or more if needed.

7.08 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 7 or Article 8 or the matter shall be deemed to have been abandoned. A Step is deemed to have been taken when notice is given by the party who filed the grievance.

7.09 Any and all the time limits set forth in Article 7 or Article 8 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing. All time limits mentioned in this Article will be full calendar days and excluding Saturday, Sunday and General Holidays.

DISCIPLINE, DISMISSAL AND SUSPENSION

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

7.11 Unsettled Disputes

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

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

7.13 **Trouble Shooter**

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

1) Vince Ready
2) Ken Saunders

Or a substitute agreed to by the parties.

The Trouble Shooter will:

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

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

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

ARTICLE 8 - ARBITRATION

8.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 7, the matter may then be referred to mediation with Federal Mediation and Conciliation Services (FMCS) by notice in writing by one party to the other within thirty (30) days from the decision of the Company under Article 7. The notice shall contain a copy of the grievance and the remedy sought. If the matter cannot be heard by Federal Mediation and Conciliation Services (FMCS) within forty-five (45) calendar days from the notice seeking mediation or remains unresolved following mediation, then the matter will be referred to arbitration in accordance with this Article. All grievances arising from Discipline and/or Discharge will be referred to Expedited Arbitration. Any other grievance arising between the parties may be referred to single arbitration or by agreement to expedited arbitration. The referral to arbitration will include the name, address and phone number of the Arbitrator provided below, on a rotational basis:

Allison Matacheskie
Vince Ready
Ken Saunders
Christopher Sullivan

8.02 The recipient of the written notice, referred to in Article 8.01, shall confirm receipt of such notice in writing the other party within ten (10) days after notice has been given. Where the matter cannot be heard in mediation as outlined in Article 8.01 and, the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

8.03 Each grievance submitted to mediation and/or arbitration under Article 7.06 shall be heard separately, unless otherwise mutually agreed between the parties.

8.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.

8.05 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment, during that period, or will put into effect any settlement agreed to by the parties or determined by the Arbitrator.

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

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

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

(a) The process will be as follows:

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

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

(ii) Limited use of precedential authorities, to a maximum of three (3).

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

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

2) Decisions will be:

(i) Rendered verbally to parties within three (3) days of hearing.

(ii) Confirmed, in writing, within two (2) calendar weeks of hearing at which time the decision will be applied by the Company, if necessary.

(iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law, relied upon for the decision.

(iv) Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.

(v) Final and Binding on both parties.

(vi) Consistent with the terms of the Collective Agreement.

(vii) Presented by a designated representative of the Company and a designated representative of the Union. Legal counsel will not be used by either party.

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

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

(i) A brief of pertinent documents will be jointly presented to the Arbitrator.

(ii) If possible, a statement of agreed to facts will be jointly presented to the Arbitrator.

(iii) Responses to opening statements will cover any facts which are in dispute and any additional facts available.

(iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

(v) The Arbitrator will decide whether hearsay evidence and extrinsic evidence will be allowed to be entered as evidence. Hearsay and extrinsic evidence will be given the appropriate weight by the Arbitrator.

(vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.

(vii) Arguments will be presented only to the points in issue.

(viii) Case authorities will be kept to a minimum and will go only to points at issue.

(ix) Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table. If mediation is not successful the Arbitrator will retain the authority to make a decision.

ARTICLE 9 - NO STRIKE - NO LOCKOUT

9.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Union and the employees agree that there shall be no strike, stoppage, slowdown or restriction of work or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slowdown or restriction of work or service. However, it is understood that Transportation District 140 has a policy that reads: "Work normally performed by a Member of Transportation District 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 Transportation District 140."

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

ARTICLE 10 - SENIORITY

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

i. Company seniority shall be the length of service at all locations of Securiguard.

ii. Classification seniority shall be the length of service working for the Company at YVR in the Airside Escort Classification.

iii. Certification seniority shall reflect the date of certification by the YVRAA to Transport Canada regulations as lead, gold or silver qualified.

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

10.03 Termination of Seniority

Employee status and seniority shall both terminate when:

(a) An employee voluntarily terminates his employment.

(b) An employee is discharged for just cause.

(c) An employee has been on layoff for twelve (12) consecutive months or on layoff for twenty-four (24) months if their length of classification seniority is greater than twenty-four (24) months.

(d) An employee fails to report for work after a recall from layoff within seven (7) days of receipt of Notice of Recall. Such Notice to be sent by Registered Mail to the employee's last known address with the Company or by email with a receipt acknowledgement.

(e) An employee fails to report for work at termination of Leave of Absence.

(f) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

10.04 The Company will post a seniority list on April 15th and October 15th each calendar year and will provide the Union office and the Shop Committee with a copy. It shall be the responsibility of each individual employee to ensure that his seniority, as listed, is correct. Employees shall have ten (10) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on Vacation or Sick Leave or authorized leave at the time of posting will have seven (7) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union. No changes to the seniority list will be made without agreement from the Union.

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

10.06 (a) Where a new classification is established and an existing employee transfers to that classification or department, the employee's classification seniority will be at least three (3) days prior to any new hires from outside the Company.

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

10.07 **<u>Same Day Hiring</u>**

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

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

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has been employed for five hundred and sixteen (516) hours or one hundred and twenty (120) calendar days, whichever comes sooner, provided that the employee has been employed a minimum of two hundred and fifty-six (256) hours. Where an employee has not met the minimum required hours, the probationary period shall be extended until such time as the minimum hours are completed, provided hours are available from the Company. If hours are not available from the Company, the probationary period is considered complete, once the employee has been employed for one hundred and eighty (180) days. The Company shall have the right to dismiss a probationary employee who lacks suitability for future employment.

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

ARTICLE 12 - CERTIFICATION AND LEAD ADVANCEMENT

CERTIFICATION ADVANCEMENT:

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

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

Information on Postings:

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

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

LEAD ADVANCEMENT:

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

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

Information on Postings:

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

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

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

12.04 The Company agrees to supply the Union with the names of all applicants for a Lead or Gold certification advancement opportunity in the course of a grievance investigation, if so requested.

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

12.06 The Company will ensure that upon Notification of Certification by the YVRAA, the applicable certification date will be reflected on the seniority list. Successful applicants for Lead advancement will have their date of award reflected on the seniority list to establish Lead status.

ARTICLE 13 - LAYOFF AND RECALL

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

13.02 (a) The Company has the right to lay off employees to the extent it determines necessary. In the event of a layoff, the

Company shall lay off in reverse order of classification seniority provided the remaining employees have the qualifications, ability and certification to perform the work.

(b) The Company agrees to inform the Union in the event of any layoff and, if requested by the Union, meet to discuss displacement rights of the employee(s) including discussion of available mitigating possibilities.

(c) In the event of an operational change affecting at least fifteen percent (15%) of the Bargaining Unit the parties agree to meet and review the status of full-time and part-time positions prior to any layoff.

(d) Employees shall receive at least fourteen (14) days notice of a layoff or as otherwise prescribed by legislation, whichever is greater.

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

13.04 An employee recalled from layoff will be done so by classification seniority provided the remaining employees have the qualifications, ability and certification to perform the work.

13.05 Recall shall be by Registered Mail to the address last filed by the employee with the Company, or by electronic mail with acknowledgement of receipt as elected by the employee at the time of lay off or by personal interview. The Union shall receive a copy of each Letter of Recall or email and notification of each recall made by personal interview. A laid off employee with seniority must keep the Company informed of any change of mailing address or email address by Registered Mail or by electronic mail notification.

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

13.07 Employees who have been laid off from a position and have been unable to retain employment in other positions previously held on a permanent basis will have recall rights to all such positions.

13.08 Displacement Rights

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

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

In the event of a layoff, an employee who holds classification seniority in another classification, may exercise that seniority, should his seniority and ability be sufficient, in order to bump the most junior employee in that classification.

ARTICLE 14 - LEAVE OF ABSENCE

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

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

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

14.02 Leave of Absence without pay in excess of sixty (60) calendar days may be granted, up to a maximum of one (1) year, only where there is mutual agreement amongst all parties involved, and subject to the IAMAW Constitution and/or Local 16 Bylaws regarding payment of Union Dues. Exceptions to this Clause are, Medical Leaves, Article 14.04, Child Care Leaves and Compassionate Care Leaves, in accordance with the Canada Labour Code.

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

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

14.04 L.O.A. For Union Business

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

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

LEAVE FOR EMPLOYEES WITH CHILD CARE

RESPONSIBILITIES

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

(a) As a consequence, natural mothers are entitled to Leave as per the Canada Labour Code.

(b) The Company is required to reinstate an employee to the position she held prior to the Leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and Benefits and in the same location as the former position.

(c) No employment decisions, whether pertaining to training, promotion, discipline, suspension, or dismissal, may take into account an employee's pregnancy or intention to take Child Care Leave.

14.06 **Maternity Leave**

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

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

(b) No employee can be laid off while on Leave under these Clauses. However, this shall not prevent the Company from laying off active employees who are senior to her during her Leave of Absence under this Clause.

(c) Every employee who intends to take a Leave of Absence under these Clauses shall:

   (i) give at least four (4) weeks' notice in writing to the Company unless there is a valid reason why such notice cannot be given;

   (ii) inform the Company in writing of the length of Leave intended to be taken.

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

(d) The Company must inform, in writing, every employee who takes Leave under these Clauses of every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing and provide the Company with current contact information.

(e) Every employee who takes Leave under these Clauses is entitled to be reinstated at the position that the employee occupied when the Leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, Benefits, and same location, subject to the provisions of Article 13.

(f) The Health and Disability Benefits and seniority of any employee who takes, or is required to take, a Leave of Absence from employment under this Article shall accumulate during the entire period of the Leave.

(g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a Benefit referred to in (f) above, the employee is responsible for and must pay on a monthly basis.

(h) For the purposes of calculating the Pension and Health and Disability Benefit of an employee the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before their absence.

(i) For the purposes of calculating Benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than Benefits referred to in (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before their absence.

(j) Where an employee is pregnant, that employee is entitled to apply for and shall be granted a Leave of Absence in accordance with applicable legislative provisions.

(k) In the case of a female employee applying for Leave under this Clause she shall provide the Company with a medical certificate stating the expected confinement date.

(l) The Company shall not require an employee to take a Leave of Absence because the employee is pregnant, however, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the Leave but the burden of providing this rests with the Company.

(m) If an employee is unable to work because of a pregnancy related or unrelated illness she shall be allowed to use her Sick Leave under this Agreement. This shall not be construed to mean that she shall be allowed Sick Leave while on Maternity or Child Care Leave.

14.07 <u>Child Care Leave</u>

When an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a Leave of Absence in accordance with legislative provisions.

(a) In the case of a female employee:

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

(b) In the case of a male employee:

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

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

14.08 <u>Adoption Leave</u>

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

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

14.09 Bereavement Leave

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 year. Employees with at least three (3) months of continuous employment will be entitled to the first three (3) day of leave with pay. 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.

14.11 Sick Leave

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 of 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.

An employee may take paid sick leave 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 Company may ask for a sick note if the employee has 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.

Note: Upon receipt of written confirmation from ESDC, all accrued unused paid sick leave days will be paid out upon termination of the employment relationship, and the provisions of this clause will be amended accordingly.

14.12 **Federal Leaves**

The Company will comply with all other Federally prescribed leaves, paid and unpaid, not otherwise specified in the Collective Agreement.

ARTICLE 15 - POSTING NOTICES

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

ARTICLE 16 - HOURS OF WORK & SCHEDULING

16.01 Continuous Operation

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

(b) An employee will not leave their job site until relieved by a replacement or the completion of their schedule shift, unless given permission to leave by the Supervisor. The employee will notify the Supervisor within fifteen (15) minutes should the replacement employee not report or in the event the contractor requests the employee to work beyond the scheduled shift. Should the Supervisor fail to respond, Securiguard must ensure employees can notify another Securiguard Supervisor or Manager. Company contact information will be provided to employees during their initial training, will be included in the Standard

Operating Procedures, and posted in the ready room.

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 two (2) forty-five (45) minute paid breaks, one (1) in each half of the employee's shift. This standard work week will be five (5) consecutive work days followed by two (2) consecutive days off.

(b) The full-time standard work week in (a) may be amended to four (4) consecutive ten (10) hour days which includes two (2) forty-five (45) minutes paid breaks, one (1) in each half of the employee's shift**,** followed by three (3) consecutive days off.

(c) Where an employee commits to work beyond their scheduled shift, as outlined in (a) or (b) above, the employee shall receive one (1) additional paid fifteen (15) minute break to be taken at the expiration of ten (10) hours of work, unless otherwise mutually agreed with the Union.

(d) Break relief will be scheduled to ensure coverage is available for all required breaks. A minimum ratio of one (1) break relief for every four (4) Airside Escorts scheduled to work the standard work week prescribed in

Article 16.02)a) and one (1) break relief for every five (5) Airside Escorts scheduled to work the standard work week prescribed in Article 16.02(b) will be maintained inclusive of the break relief employee. Breaks will not be scheduled in the first or last hour of an employee's scheduled shift, as defined Article 16.02(a) & (b), or combined, unless agreed by the employee, and provided that no other employee is adversely affected. Break relief coverage will be reviewed by the Company and the Union as part of the weekly scheduling activities and adjusted with mutual agreement.

(e) Where a minimum of three (3) employees are scheduled at a site and no Lead is scheduled at the site, the Company shall pay in-charge premium of $0.75 cents per hour for all hours worked, to the employee scheduled to work in the highest of certifications. Should there be more than one (1) employee scheduled to work in the highest of certifications at that site, the employee with the greater certification seniority date, shall be paid the in-charge premium. The employee accepting the in-charge premium is expected to coordinate and liaise with the site superintendent or their designee, the Airport Authority, and with the other employees scheduled at the same site.

Where at least five (5) employees are scheduled at a site, a Lead will be scheduled as one (1) of the five (5) employees.

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

Job Title	Level	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Training	1	$16.93	$17.60	$18.31	$19.04
Silver	1	$19.15	$19.91	$20.72	$21.54
	2	$19.63	$20.41	$21.23	$22.08
	3	$20.09	$20.90	$21.74	$22.61
	4	$22.32	$23.22	$24.14	$25.11
Gold	1	$20.10	$20.90	$21.74	$22.61
	2	$20.58	$21.41	$22.25	$23.15
	3	$21.05	$21.89	$22.77	$23.68
	4	$24.26	$25.23	$26.25	$27.29
Lead	1	$25.42	$26.44	$27.50	$28.60

Note: The shift preparation premium payment will not be paid per shift to the employee, where the employee has been scheduled to receive training for the entire shift, excluding shifts spent in AVOP and/or Certification examination or where the employee fails to report for duty at their scheduled start time. Where an employee spends any portion of a scheduled shift in the operational performance of any ASE duty, they shall be paid a shift preparation premium payment for the shift.

16.03 Scheduling

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

(a) Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, based on Certification seniority, inclusive of any Statutory Holidays.

(b) Shift certification, and job site preference will be awarded based upon an employee's Certification seniority and then Classification seniority, where Certification seniority dates are the same, as follows:

1. Each employee shall provide the scheduler with their availability in accordance with Article 16.08, on a form agreed between parties.

2. Each week on Wednesday by 16:00, the employer will publish and circulate a preliminary schedule of all available shifts broken down by date, site, hours of work and certification requirements for the following work week (ref. Clause

16.01 (a) to all employees by email.

3. Each employee shall provide the scheduler with their shift, certification and job site preferences on an electronic form, jointly agreed to between the parties, no later than Thursday by 10:00. Where an employee does not submit their preferences, as outlined above, they shall be scheduled based upon their last availability submitted to the scheduler per 16.03 (2).

4. Any adhoc modification(s) to the posted schedule affecting certificatio shall be made based upon the submitted employee preference forms.

5. Any modification(s) to the posted scheduled shall be made based upon the submitted employee preference forms, where the Client and/or Contractor provides a minimum of forty-eight hours notice to the Company.

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

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

(c) The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours.

(d) The Company will arrange shift schedules to meet its contractual commitments.

(e) Rest days shall be consecutive pursuant to Article 16.02 (a) & (b). Rest days for part-time employees shall be consecutive, subject to the employee's provided availability.

(f) Shift schedule start times shall be consistent (i.e. the same start time each day), as far as possible.

(g) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one work shift and the commencement of the next.

(h) Where a senior employee does not volunteer, pursuant with Article 16.03 (b) (1 through 3) above, employees may be scheduled based upon their highest Certification achieved, in reverse order of Certification seniority, within the applicable Certification, where the Company can demonstrate to the Union that the assignment is operationally required. Where there is an adverse economic effect on the employee, the Company agrees to make the employee whole with respect to the loss of income.

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

16.05 The Company may alter posted shift schedules with at least twenty-four (24) hours written notice to the Union and the affected employees to accommodate YVR schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hours notice is not given then the employee shall be paid for the cancelled shift. Where work is available, the employee will be reassigned to the available work.

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

16.06 It is agreed that where, in a classification /position, there is an eight (8) consecutive hour requirement for five (5) days on a shift or a ten (10) consecutive hour requirement for four (4) days on shift, that the Company must make this a full-time position.

16.07 A full-time employee is an employee who is scheduled for:

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

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

A part-time employee is an employee who is scheduled for a minimum of sixteen (16) hours per week to a maximum of thirty-two (32) or thirty (30) hours per week, as set out in (a) or (b) above.

Note: No employee will be penalized where work is not available, based upon the employee's availability and certification seniority.

16.08 Employees will provide written notice of a change to their scheduling availability, a minimum of fourteen (14) calendar days between September 1st and April 30th and thirty (30) calendar days between May 1st and August 31st.

ARTICLE 17 - SHIFT TRADE POLICY

17.01 (a) If an employee, on his days off, agrees to work for another employee's shift, that employee shall be paid his normal wage for that day.

(b) Both employees must sign a "shift change sheet" and submit to Management for approval.

(c) The employee signing to work that shift is responsible for that shift.

(d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the shift trade, or after the shift trade.

ARTICLE 18 - OVERTIME

18.01 Overtime rates will be paid in the following circumstances:

1. At the rate of time and one-half (1.5) for:

   (a) Time worked (including paid lunch) in excess of the eight (8) or ten (10) hour scheduled shifts in Article 16.02 (a) and (b) or time worked in excess of forty (40) hours in a week, inclusive of paid absences.

   (b) Time worked on a Statutory Holiday.

   (c) Time worked for the first two (2) hours for an employee who worked less than eight (8) hours and was called back to work after having left the work-site.

   (d) An employee who, by direction of Management, commences work on his/her regular shift without the minimum prescribed rest period (see Article 16.03) will be paid overtime for those hours worked prior to the expiration of the twelve (12) hour rest period.

2. At the rate of double time (2X) for:

   (a) Time worked in excess of twelve (12) hours in a shift.

(b) Time worked on an employee’s second or subsequent rest day, provided he/she also worked on his/her first rest day.

(c) Time worked on a Statutory Holiday or rest day beyond the eight (8) or ten (10) hour scheduled shifts in Article 16.02 (a) or (b).

(d) Time worked during the first four (4) hours for snow removal.

(e) An employee who, by direction of Management, commences work on his/her regular shift without the minimum prescribed rest period (see 16.03) will be paid overtime for those hours worked prior to the expiration of the twelve (12) hour rest period.

18.02 Where the Company determines that unplanned overtime is needed at the end of a shift, or before a shift commences, the hours shall be offered in order of certification seniority, and then classification seniority, where certification seniority dates are the same, to those employees on shift. Should all senior employees refuse the overtime, the junior employees on shift and within the required certification, will be required to work, to a maximum of two (2) hours beyond his/her scheduled shift. No employee shall be permitted or required to work a shift greater than fourteen (14) hours, inclusive of the two (2) hours noted above.

The Company agrees to solicit pre-planned shift extension overtime during the shift scheduling procedures provided for in Article 16.03 based on the employees site selection, and maintain a record of calls made and hours of overtime worked. This record will be made available to the Union.

18.03 In the event of overtime requiring additional shifts, such overtime opportunities will be offered by certification seniority, and then classification seniority, where certification seniority dates are the same. In the event no one is willing to work overtime in the required certification, the junior employee in the required certification shall be assigned the shift.

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

18.04 When an employee reports for work as scheduled and there is no work available, the employee is entitled to be paid for the hours scheduled at the applicable rate of pay if he has not been advised at least twenty-four (24) hours in advance.

18.05 All overtime hours worked will, at the employee's option, and at the time of each overtime occurrence, be credited to a time bank at the applicable overtime rates to a maximum of one hundred and twenty (120) hours or will be paid in accordance with this Article. When the time bank is at its' limit, any further overtime worked will be paid out on the subsequent pay period.

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

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

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

ARTICLE 19 - MINIMUM RATES OF PAY, PREMIUMS & ALLOWANCES

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

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

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

19.04 If, due to a reassignment of work, a permanent employee is retained in a lower position in the exercise of his seniority, he shall only be entitled to the rate of pay of that position.

19.05 (a) Employees shall be paid by automatic bank deposit every second Friday. Should the regular pay day fall on a general holiday, deposit will be made on the banking day preceding the regular pay day. Where there is a shortage equal to 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.

Should the Company fail to remedy the payroll error within seventy-two (72) hours, a penalty of fifty dollars ($50.00) will be paid to the affected employee on the next regular pay.

(b) Recovery of pay errors shall be limited to those errors within a timeframe not exceeding the twenty-four (24) calendar month period immediately preceding the discovery of the error. When the error involves a failure to make a required deduction or an overpayment to an employee which is being recovered by the Company, the parties will meet to agree upon the repayment schedule. If the error involves underpayment or a deduction in excess of the amount required (e.g., overtime, premiums, upgrades, longevity pay, etc.), the employee shall notify the Company of such error and provide any pertinent facts in writing. The Company shall verify or dispute the claim in writing within fourteen (14) calendar days and if verified, a correction shall be input prior to cut-off for the following pay period. Regular earnings shall be governed by the provisions of Clause 19.05 (a).

19.06 Snow Operations

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

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

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

19.09 An overnight fixed shift premium of one dollar and fifty cents per hour ($1.50) will be paid to all employees on all hours for shifts commencing between 18:00 – 01:00 and/or terminating between 00:01 -06:00. The overnight fixed shift premium will not apply, when an employee is called in to perform snow removal work, as outlined in Article 19.06.

19.10 Trainers shall be compensated at their applicable Lead rate and effective July 1, 2018, a fixed training premium of two dollars per hour ($2.00) will be paid to all Lead Airside Safety Escorts assigned to facilitate and/or provide classroom and core training functions.

19.11 Where in the interests of safety, the Company requires the wearing of protective footwear, the Company will reimburse the employee, upon receipt of proof of purchase or prepaid, the cost of same up to a maximum of two hundred dollars ($200) every eighteen (18) months. If, as a result of work related conditions, an employee's protective footwear becomes unserviceable, and it must be replaced, the Company will pay to the employee the benefit outlined above, prior to the expiration of the eighteen (18) month period. New employees will be reimbursed, as outlined above, at the completion of the employee's probationary period.

ARTICLE 20 - JOB DESCRIPTIONS & TRAINING

20.01 Job Descriptions

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

In the case of a newly created job or classification, the Company will draft a new description and meet with the Union to discuss appropriate remuneration, assignment of the work to be performed and training.

If an agreement cannot be reached on a job description, qualifications, ability, rate of pay, assignment of the work or training, the issue(s) may be submitted to arbitration. The Arbitrator shall decide on the issue based on the relationship of the job description for the new classification to existing classifications in the Bargaining Unit.

(b) The Union will be given copies of all job descriptions on an annual basis each January 15th. The Union will have thirty (30) calendar days to file an objection.

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

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

20.02 Criteria Governing Selection for Training

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

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

20.03 Training & Orientation

The Company will ensure that all employees receive orientation and familiarization training on the physical layout of the terminal buildings, the airfield, including taxiways, runways, service roads, the perimeter fences and access control areas prior to commencing their duties. The Company shall also ensure that employees receive orientation on the Airside Projects they are assigned to including the scope of work, location, vehicle routing, duration, closures, lockouts, work permits, required notifications and emergency procedures for the intended work area. These training costs are the responsibility of the Company, including wages.

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

20.04 The selection of Trainers will be based on classification seniority where the senior employee has the qualifications to perform the job. Preference will be given to applicants that posses Gold certification and are Lead qualified.

20.05 New Hire Training and Certification

All new hire employees will be required, as a condition of employment, to certify to silver certification. They shall be paid the “Training” rate specified in Appendix “A” until such time as they are certified to perform silver work.

The training process to obtain silver certification is as follows:

1. Once a new hire has obtained a Transport Canada Security Clearance, and the employer is issued the Restricted Area Identification Card (RAIC), the employee will be scheduled for Aviation Security (AVSEC) Training and be provided with expectations for availability and attendance for training. The employee must be scheduled to commence Silver certification training within thirty (30) calendar days following the successful completion of AVSEC Training.

2. AVSEC Training – one (1) day @ eight (8) hours paid upon successful completion of the AVSEC examination:

- Employees must successfully pass the AVSEC examination to continue further in their employment and/or training.
- A seniority draw will be administered by the Union during the training with all involved employees present that have

successfully passed the examination, in accordance with Article 10.07.

3. Employee(s) shall be scheduled based on the standard work week as defined in Article 16.02(a) for two (2) consecutive weeks for silver certification theory and practical training. Each class shall have no more than four (4) employees.

4. The theoretical silver certification written exam will be administered on the fifth (5^{th}) day of training. In the event the examination is cancelled by the AVOP office for reasons beyond the ASE management's control, the exam will be administered as soon as possible after this day with no adverse consequences to the employee(s).

5. Provided the employee is successful in the written exam, the employee will undertake the DA and Silver certification practical examinations on the final day of training in the event the examination is cancelled by the AVOP office for reasons beyond the ASE management's control, the exam will be administered as soon as possible after this day with no adverse consequences to the employee(s).

6. Employees must successfully complete four (4) examinations, as follows;

- DA AVOP Knowledge Examination (including map)
- Silver Certification Theoretical Examination
- DA AVOP Practical Examination
- Silver Certification Practical Examination

Each examination must be successfully completed before the employee is eligible to be scheduled for the next examination.

7. Employee examination shall be scheduled by the Company and offered in classification seniority order. An employee's Silver certification seniority date will be determined by the date that the employee successfully passes the Silver certification practical examination.

8. New hires will be provided with not more than (2) re-examination opportunities to successfully complete all written and practical examination(s), as outlined in Point 6 above, required to obtain their Silver certification , as outlined below:

- If the employee is unsuccessful in an examination (written or practical) they cannot attempt re-examination for seven (7) calendar days following the first failed attempt.

- If the employee is unsuccessful in an examination (written or practical) they cannot attempt re-examination for thirty (30) calendar days following the second failed attempt. At the employee's request, the employee shall be provided with four (4) hours of paid refresher training immediately prior to the final re-examination.

- If an employee is unsuccessful on their third and final examination attempt (written or practical), their employment shall be terminated.

- All examination attempts must be completed within ninety (90) calendar days of the employee's AVSEC completion date.

9. Employees that have completed the two (2) consecutive weeks of Silver certification training, have passed the theoretical exam and who have attempted the DA practical exam, may be scheduled to perform silver work in the terminal, subject to the limitations as outlined in Point 7 above and in accordance with Article 16.

20.06 All employees will be offered eight (8) hours of annual refresher training and shall be paid in accordance with Article 20.03.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 The following Statutory Holidays shall be observed:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
BC Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

The above list of recognized Statutory Holidays will automatically be amended to include any newly legislated Federal Statutory Holidays during the life of the Agreement.

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

21.03 An employee who works on a Statutory Holiday will be paid at one and one-half **(**1.5**)** their regular rate of pay for the regularly scheduled shift hours worked in addition to the paid Statutory Holiday. Time worked on a Statutory Holiday beyond the regularly scheduled shift duration, will be paid at double (2.0) their regular rate of pay.

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

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

ARTICLE 22 - ANNUAL VACATION & VACATION PAY ENTITLEMENT

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

(a) Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement is one (1) day per completed calendar month, for a total of ten (10) working days.

(b) Employees who, at the December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate six percent (6%) of their earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to fifteen (15) working days vacation.

(c) Employees, who at December 31st of the year preceding the year in which the vacation is to be taken, have five (5) years or more continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to twenty (20) working days vacation.

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

(e) Employees, who at December 31st of the year preceding the year in which the vacation is to be taken, have eighteen (18) years or more continuous service (or whose seniority is equivalent to eighteen (18) years or more) shall receive vacation pay calculated at the rate of twelve percent (12%) of their earnings with the Company for the period of their employment during the months preceding December 31st and shall be entitled to thirty (30) working days vacation.

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

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

22.02 <u>Vacation Bidding</u>

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

(a) Employees may split their vacation entitlement into minimum one (1)-week segments.

(b) Bid vacation periods will not be altered after having been approved without local agreement between the Company and the Union.

(c) No employee shall have more than four (4) calendar weeks off as annual vacation during the period starting July 1st ending August 31st.

(d) An employee who is unable to commence or complete his scheduled vacation period due to injury or illness, including Workers' Compensation, shall be awarded a new vacation period upon return to duty. The employee must provide a doctor's certificate to verify all absences under this Article.

(e) An employee who is bumped or elects to displace in accordance with Article 13 shall retain his vacation selection.

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

1. On October 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.
2. Prior to October 1st of each year the Company and Union will meet to establish the vacation ratio for each week of the upcoming vacation year. The minimum ratio will be established by calculating the total weeks of vacation entitlement, divided by fifty-two (52) weeks, rounded to the next whole number.
3. The vacation entitlements and vacation ratios will be posted in the Ready Room and on Ehub, no later than October 15th of each year.
4. The Company will have vacation selection forms available by November 1st of each calendar year.

5. Pursuant to Clause 22.02 (a), employees may split their vacation entitlement into blocks of not less than one (1) week. In such cases, an employee's first preference will be in order of classification seniority with the awarding of his/her subsequent preferences occurring after all other employees have made their selection in each selection round. These subsequent preferences will continue to be awarded in order of classification seniority.

6. Vacation bidding will be conducted in four (4) separate rounds. In each round employees may bid consecutive weeks and are not permitted to bid multiple non-consecutive weeks. Employees are encouraged to submit alternate selections in each round, in case their selection is not available. For example, John DOE submits his Round 1 vacation selection form with his first choice being Weeks 18 & 19 and his second choice being Weeks 19 & 20. Week 18 is not available to John DOE, but Weeks 19 & 20 are available. John DOE is awarded Weeks 19 & 20.

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

Round 1 – Not later than November 15th
Round 2 – Not later than November 30th
Round 3 – Not later than December 15th
Round 4 – Not later than December 31st

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

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

   Round 1 – November 16th
   Round 2 – December 1st
   Round 3 – December 16th

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

9. The Company will post an up-to-date version of the vacation schedule on the first of each month, in the Ready Room and on Ehub.

10. Any employee absent on vacation and/or approved leave, as per the Collective Agreement, during the vacation selection

process will be emailed the vacation schedule and vacation selection form, pursuant to item(s) 7 & 8 above. Employees will be responsible for submitting their vacation selection forms by the required submission dates.

11. Any employee not bidding their full vacation entitlement during the vacation selection process, may request any un-bid vacation with two (2) weeks' written notice to the Company on a first come first serve basis.

12. Any employee may cancel their scheduled vacation provided they submit written notice, two (2) weeks prior to their vacation commencement. Notwithstanding these cancellation provisions, the provisions of Clause 22.02 (d) apply, in the event an employee is unable to commence or complete scheduled vacation for the purposes stated.

13. When an employee cancels scheduled vacation during the period between July 1st and August 31st, the Company will send an email notification to all employees, informing them of the available vacation week(s). Employees will have three (3) business days from the date of notification to apply for the available vacation week(s). The vacation will be awarded in order of classification seniority.

14. Employees will not be permitted to trade vacation selections with other employees.

ARTICLE 23 - HUMAN RIGHTS

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

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

(a) **Discrimination/Harassment Prohibited**

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

(b) **Sexual Harassment**

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

23.02 <u>Complaint Procedure</u>

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

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

Union and keep them informed of the investigation.

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

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

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

Notwithstanding, the provisions of Article 23.01 and 23.02, the Company will comply with current Federal legislation and regulations governing workplace harassment and violence prevention, as may be amended from time to time. The provisions contained in Article 23.02, shall not negate the right of an employee (complainant or respondent) to have a complaint related to workplace harassment or violence prevention investigated in accordance with the applicable Federal legislation and regulations.

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

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

23.06 **Transfer of Harasser**

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

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Industrial Health and Safety Regulations (I.H.S.R.) policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

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

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

24.04 A Health and Safety Committee shall be established in accordance with Federal Regulations including:

(a) not fewer than four (4) regular Members, employed at the operation and experienced in the types of work carried on at the operation; and,

(b) Membership chosen by and representing the workers and the Company. In no case shall the Company's representatives out-number those of the workers; and,

(c) a Chairman and a Secretary elected from and by the Members of the Committee; and,

(d) where the Chairman is a Company member the Secretary shall be a worker and vice versa.

24.05 **<u>Reporting of Unsafe Conditions</u>**

(a) Employees shall immediately report to their Supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

(i) the use or operation of a machine or thing presents a danger to themselves or a co-worker; or,

(ii) a condition exists at work that presents a danger to them.

(b) In order for an employee to refuse dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2.

24.06 WCB Claims

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

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

ARTICLE 25 - HEALTH & WELFARE BENEFITS

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

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

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

It is further understood by both parties that the Company shall have full trusteeship of the Benefit Plan and that the present benefit level will be maintained, as provided in the current schedule of benefits at the date of ratification, unless otherwise agreed.

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

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

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

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

In the event an employee is absent due to illness, non-occupational injury or leave in accordance with the Canada Labour Code, the Company will continue to pay all premiums associated with the benefit coverage outlined in Clause(s) 25.01 & 25.02 on behalf of the employee, for a maximum of six (6) months, unless the employee does not pay the employee's contributions, if any, within a period not exceeding sixty (60) calendar days.

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

25.04 Employees who are absent due to illness for more than five (5) consecutive days, may be requested to provide a doctor's note upon his/her return to work.

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

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

ARTICLE 26 - RENEWAL, AMENDMENT AND TERMINATION

26.01 Except as otherwise provided herein, this Agreement shall be effective from July 1, 2024 until June 30, 2027 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

26.02 If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding Clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

ARTICLE 27 - CORPORATE REORGANIZATION

27.01 In the event the Company changes ownership, merges with another company, acquires the work under a subsidiary company or a company fully or partially owned by Securiguard Services Limited or changes its corporate identity, the parties will meet to discuss the status of the

Certification and the Collective Agreement. Failing settlement, the Canada Labour Code will apply.

APPENDIX A - WAGE SCALE

IMPLEMENTATION DATES	LEVEL	JULY 1, 2024	JULY 1, 2025	JULY 1, 2026	JULY 1, 2027
JOB TITLE		**4%**	**4%**	**4%**	**4%**
TRAINING	**1**	$22.57	$23.47	$24.41	$25.39
SILVER	**1**	$25.53	$26.55	$27.62	$28.72
	2	$26.17	$27.22	$28.31	$29.44
	3	$26.79	$27.86	$28.98	$30.14
	4	$29.76	$30.95	$32.19	$33.48
GOLD	**1**	$26.79	$27.86	$28.98	$30.14
	2	$27.44	$28.54	$29.68	$30.87
	3	$28.07	$29.19	$30.36	$31.57
	4	$32.35	$33.64	$34.99	$36.39
LEAD	**1**	$33.89	$35.25	$36.66	$38.13

Level 1: 0-1000 hours
Level 2: 1001-2000 hours
Level 3: 2001-3000 hours

Level 4: 3001 + hours

<u>Note</u>: All hours worked for progression purposes will apply to all certifications held by the employee.

Cost of Living Allowance (COLA):

1. The parties shall meet on June 15, 2025, to review the annual Consumer Price index for Vancouver, British Columbia for the period of ending May 31, 2025. Should the Consumer Price Index for Vancouver, British Columbia increase beyond 4%, the wage rate increases outlined in Appendix "A" will be adjusted to reflect the actual percentage (%) increase in the Consumer Price Index and will be applied July 1, 2025.

2. The parties shall meet on June 15, 2026, to review the annual Consumer Price Index for Vancouver for the period ending May 31, 2026. Should the Consumer Price Index for Vancouver, British Columbia increase beyond 4%, the wage rate increases outlined in Appendix "A" will be adjusted to reflect the actual percentage (%) increase in the Consumer Price Index and will be applied July 1, 2026.

MEMORANDUM OF AGREEMENT #1

BETWEEN

SECURIGUARD SERVICES

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

TRANSPORTATION DISTRICT 140

SNOW OPERATIONS - ARTICLE 19

AIRSIDE ESCORT PROGRAM

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

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

1. On October 15th of each year, prior to any seasonal layoff, the employer will canvas all employees for their

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

2. The Chief Shop Steward will be notified by phone and email of all Snow Operation events.

3. Employees who confirm their availability will be canvassed and scheduled in seniority order.

4. Employees commit to responding to snow operation events as soon as they are able with reasonable notice and in a safe manner.

5. All hours worked during Snow Operations are payable as follows:

   a. All fixed positions are payable at the Gold rate.

   b. All snow dump site positions are payable at the Silver rate.

   c. All gate positions are payable at the Silver rate.

   d. There will be one (1) Lead Escort per shift.

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

6. Employees called in to perform snow removal work will receive double (2X) their applicable scheduled rate for the first four (4) hours worked at snow removal. They will receive the required rate under the Collective Agreement for all further hours worked.

   The scheduled shift length for snow removal is twelve (12) hours.

7. The provisions of Clauses 13.02 (b) (c) & (d), 13.05 and 13.06 shall not apply to a temporary recall for a Snow Operations event.

8. Where the Vancouver International Airport Authority (YVRAA) secures accommodations for the Airside Escort Program, the Company will arrange and provide employee(s) with hotel accommodations at or near the Vancouver International Airport, at no cost, for any employee accepting to work snow operations for two (2) or more consecutive days of work.

9. Employees unable to report for a snow operation event shall not suffer any adverse employment consequences as a result.

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

MEMORANDUM OF AGREEMENT # 2

BETWEEN

SECURIGUARD SERVICES LTD.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

TRANSPORTATION DISTRICT 140

REMOVAL OF STATIC/GATE POSITION

This Memorandum of Agreement is entered into on a without precedent or prejudice basis with respect to the agreement reached September 1, 2018, between the parties to remove the position/certification of Static/Gate from the Collective Agreement.

Employees in the position on September 1, 2018, who possessed no other certification save for the Static/Gate shall be grandfathered to the position and shall receive the "Training" rate specified in Appendix "A", until such time as they are able to successfully complete the Silver written and practical exam(s). Should the grandfathered employee obtain their Silver certification, they shall no longer be grandfathered and all hours previously worked, since their first date of hiring, will apply for progression purposes, in accordance with Appendix "A".

All new hire employees are required, as a condition of employment, to certify to the position/certification of Silver. They shall be paid the "Training" rate specified in

Appendix "A" until such time as they are certified by YVRAA to perform Silver work.

New hires will be provided with not more than two (2) re-examination opportunities to successfully complete all written and practical examination requirement(s) required to obtain their Silver certification.

All Silver certification training and examination requirements are specified in Article 20.05 of the Collective Agreement.

MEMORANDUM OF AGREEMENT # 3

BETWEEN

SECURIGUARD SERVICES LTD.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

TRANSPORTATION DISTRICT 140

The Memorandum of Agreement is entered into on a without precedent or prejudice basis to define the parameters regarding the use of the Year Round Cohort (YRC) and Flexible Deployment Team (FDT) concepts. The terms set out in this document do not constitute any permanent or ongoing amendments to the Collective Agreement. Unless otherwise stated, the terms and conditions of the Collective Agreement apply.

The parties agree as follows:

1. The Year Round Cohort (YRC) is intended to establish a resource pool of Gold Certified employees to reduce staffing risk and improve employee retention.

2. On an annual basis, the Company and the Vancouver Airport Authority will meet beginning in September and through October. November and December to determine the weekly YRC hours in effect for the following calendar year, which will be shared with the Union. Once confirmed, but not later than December 15th.

Should the YRC be determined later than December 15th, the Company and the Union will work together to develop reasonable timelines for the implementation of the next years YRC hours. The determination of hours will be based upon the prior years' utilization and work projections. Such hours, including site selection will be scheduled in accordance with Article 16.03 of the Collective Agreement.

a. Effective December 1, 2023, the weekly YRC is 800 hours, equivalent to twenty (20) fulltime employees consistent with Article 16.07(a) of the Collective Agreement.

3. A maximum of fifteen (15) percent % of the YRC weekly hours will be utilized for flexible deployment. Employees selecting or scheduled, consistent with the provision of Article 16, to Flexible Deployment Team (FDT) schedules, who are not required to fulfill airside escort duties, may be assigned to perform other value-added services for the Vancouver Airport Authority, which are consistent with the objectives of the program and agreed upon between the Company and the Union.
    a. The agreed upon value-added duties are included in schedule A – Other Services of this document, which may be amended by agreement of the parties.
    b. It is understood and agreed that no employee will be assigned to perform

struck work or work belonging to another IAMAW bargaining unit.

c. Employee(s) scheduled to the FDT will have the option of working the standard work week outlined in Article 16.02(a) or (b).

4. All employees working within the YRC and FDT are paid at their respective Gold Certification rate of pay, regardless of the duties performed.

5. Employees will be canvassed for the YRC twice annually, on or before March 15th and November 15th each year. Employees will be canvassed in classification seniority order and offered the YRC assignment based upon the number of available full-time positions, as outlined in Point 2 above. The Senior Steward will participate in the canvass and be copied on any communication or correspondence associated with the canvass.

6. Once a canvass is complete the names of those employees accepting to work the YRC will be confirmed in writing to the Union and the Vancouver Airport Authority.

   a. Employees accepting the YRC assignment are guaranteed a standard work week of thirty-two (32) to forty (40) hours each week, as referenced in Article 16.02(a) or as described in Point 3(c) above.

Any matters arising out of the application or interpretation of this Agreement will be discussed and mutually agreed to by the parties. This agreement shall expire on June 30, 2027, unless expressly renewed by agreement of the parties.

SCHEDUE A – OTHER SERVICES*

Other Services Include:

- Unit load device (ULD) container monitoring and reporting
- Airside Vehicle Operating Permit (AVOP) regulation awareness and prevention
- Bag hall safety monitoring and reporting
- Apron and gate inspections
- Foreign object debris (FOD) prevention
- Unserviceable vehicle counts
- Sign board and paint marking audits
- Preventative anti-icing of sidewalks, walkways and other areas of airside, terminals frontage and other locations as directed.
- AOB shuttle
- AVOP examinations
- Safety and signage audits
- Safety orientations with contractors
- Transborder monitoring the checked baggage
- Monitoring the checked baggage system
- Gate and bridge safety and security for the plane
- Auditing of safety equipment (fire extinguishers, eye wash stations, etc.)
- Field light audits

*The above agreed services are at the discretion and direction of the Vancouver Airport Authority.

MEMORANDUM OF AGREEMENT # 4

BETWEEN

SECURIGUARD SERVICES LTD.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

TRANSPORTATION DISTRICT 140

PERFORMANCE INCENTIVE PROGRAM

AIRSIDE ESCORT PROGRAM

Purpose:

This memorandum of Agreement ("MOA") outlines the framework for eligibility and distributing of performance incentives based on hours worked, compliant with specified performance criteria under the service agreement with the Vancouver Airport Authority.

Terms and Conditions:

1. **Eligibility:**
    - All employees who are actively employed during the incentive

assessment period(s) are eligible to participate in the performance incentive program.

2. **Incentive Pool:**
   - The total incentive pool will be determined based on the achievement of KPI targets as defined in the service agreement with the Vancouver Airport Authority, as specified in point 3 below.
   - A minimum of 80% of the performance incentive will be distributed directly to eligible employees. The remaining performance incentive will be distributed in-directly to eligible employees, as agreed between the Company and the Union.

3. **Performance Criteria Compliance:**
   - Effective November 1, 2024, the eligibility for receiving performance incentives is also contingent upon compliance with the following criteria:
   - The employee having no security incidents resulting in a formal reportable incident with the Vancouver Airport Authority having an at-fault finding.
   - The employee having no safety incidents resulting in a formal reportable incident with the Vancouver Airport Authority having an at-fault finding.
   - The employee having no runway or taxiway incursions or other safety

incidents, involving either the Vancouver Airport Authority or vehicles in their charge, resulting in a formal reportable incident with the Vancouver Airport Authority having an at-fault finding.

- The employee having no AVOP violations resulting in a formal reportable incident with the Vancouver Airport Authority having an at-fault finding.
- The employee having no property damage as a result of security escorting services by either the employee or the customer under escort.
- The employee reporting to work to commence their security escort role on time as scheduled, notwithstanding abnormal or exceptional circumstances.
- The employee must report to work for all scheduled shifts. Scheduled shifts do not include approved and/or protected absences under the Collective Agreement and Canada Labour Code.

4. **Incentive Calculation:**

- The incentive amount for each eligible employee will be calculated based on the proportion of total hours worked by the employee relative to the total hours worked by all eligible employees during the assessment period. Hours worked includes overtime hours.
- Individual Incentive =

(Performance Incentive/Total Hours Worked by All Eligible Employees)

- Example:
  - Performance Incentive = $20,000.00
  - Total Hours Worked by All Eligible Employees = 50,000
  - Individual Hours Worked = 1,080

  (20,000.00/50,000) x 1,080 = $416.00

5. **Assessment Periods:**
- Incentives will be assessed and distributed every six months, as follows:
  - The first incentive commenced November 1, 2023, and ended April 30, 2024. 100% of the earnings in the first incentive period will be allocated towards a ratification signing bonus for employees.
  - The second incentive period commenced May 1, 2024, and ends October 31, 2024. 100% of the earnings in the second incentive period will be allocated towards a ratification signing bonus for employees.
  - The third incentive period, in effect from November 1, 2024,

to April 30, 2025, will be assessed and distributed as outlined in point 4 above, subject to the performance criteria in point 3 above.

  - There is the potential for three (3) additional incentive periods of six (6) months each following April 30, 2025. As these periods are confirmed, the Union will be notified in writing. These incentives periods will be assessed and distributed as outlined in point 4 above, subject to the performance criteria in point 3 above. The unconfirmed incentive periods will be combined and paid within thirty (30) calendar days of the termination of the service contract between the Company and YVR or by December 1, 2026, whichever comes first. Any change in the payment timelines must be mutually agreed in writing between the Company the Union.

6. **Review and adjustment:**
   - The performance incentive results for each assessment period will be shared with the Union.

- The Company and the Union will meet to review the performance incentive results and evaluate the eligibility and distribution process after each assessment period to ensure fair and accurate distribution of the performance incentive and overall effectiveness of the program. Adjustments to the process may be made to the program by mutual agreement.

7. **Dispute Resolution:**
   - Any disputes arising form the interpretation or implementation of this MOA will be resolved through the established grievances and arbitrations procedures outlined in the Collective Bargaining Agreement.

8. **Effective Date:**
   - This MOA is effective the date of ratification or as otherwise specified within and will remain in effect for the duration of the Services Agreement with YVR, subject to any amendments agreed upon by the Company and the Union.

For the IAMAW:

Tania Canniff
General Chairperson
Transportation District 140

Abdu Adam
Senior Steward
Negotiations Committee

Rouzbeh Daram
Negotiations Committee

Sue Scovill
Negotiations Committee

For Securiguard:

Lorna Clamp
President

Angus Gardner
Vice President &
General Manager
Western Canada