COLLECTIVE AGREEMENT

Between

AGI CANADIAN COMPANY

A n d

Employees as represented by:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

F o r

DISTRICT 140 & LOCAL 16

AGREEMENT #1

March 12, 2025 – March 12, 2027

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to define the relations between AGI Canadian Company (the "Company") and the IAM Union (the "Union"), the wages and working conditions of employees of the Company represented by the Union, and a means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 – UNION RECOGNITION

2.1 The Company recognizes the Union as the sole Bargaining Agent for all employees performing the duties described in Article 4 herein at the Vancouver International Airport.

2.2 All employees shall, as a condition of employment, become Union Members within thirty (30) days from the date of their employment.

2.3 Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Non-Bargaining members may perform Bargaining Unit work on an emergency and training basis only.

NOTE: Emergencies are defined as short notice sick calls that gives the company no time to call open lines/overtime or when an employee doesn't finish their scheduled shift. Or IROP situations in

which the company has no time to call extra employees to assist. And or no off duty employees accept calls to come in and assist.

2.4 The Company will be permitted to subcontract bargaining, subject to the below:

- The subcontracting will not result in union members having their hours of work reduced; and
- The subcontracting will not result in any layoffs to union members.

The company will notify the union prior to any subcontracting work being started. If subcontracting is to be ongoing for more than one month period, an agreement will be drafted which will include possible union dues being paid by the company to the union.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.1 The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

3.1.1 The Union acknowledges that it is the exclusive function of the Company:

a) To maintain order, discipline and efficiency, to establish and enforce

reasonable Company rules, and to discipline, suspend and discharge employees for just cause.

b) To hire new employees, classify, direct, promote, demote, transfer, assign duties/ tasks and increase/decrease the work force from time-to-time.

c) Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures

required for the efficient conduct of its business.

d) Establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications and require medical examinations for any justifiable reason.

3.1.2 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the

Company.

3.2 Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.

3.3 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 4 - SCOPE OF AGREEMENT

4.01 Current classifications covered by this Agreement are as listed below. Duties may be added or deleted in consultation with the Union.

4.01.01 RAMP SERVICES CATEGORY

4.01.01.01 Ramp Services Agent Classification

(Applies to all Ramp Staff) Must have the ability to hold a Driver Apron License (DA); a RAIC (unescorted clearance); and, a valid Class 5/7N driver's license. Current employees will have a period of one year from the date of ratification to attain the minimum qualifications. At the effective date of ratification all new employees will have the Drivers Apron Pass testing done in their new hire class, as long as the Company still has the ability to do the testing. The Company will not terminate any employee due to an employee's inability to retain their license due to a verified medical illness.

Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishings and other operational cleaning.

2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas, such as bagrooms or cargo facilities.

3. Service water and lavatory systems of all aircraft.

4. After training, operate safely and efficiently, all types of equipment and vehicles used in the handling and servicing of aircraft, glycol recovery, etc. Perform the lubrication tasks on all equipment under the jurisdiction of the Company; assist equipment mechanics as necessary in cleaning, repairing and operating of equipment being serviced.

5. All towing functions including break riding and related marshalling activities, push outs and positioning.

6. Any other duties associated with this job classification.

7. Fuelling of AGI equipment, daily engine oil

level checks and top up..

8. Must have Driver's Apron (D/A).

9. Any other associated tasks assigned via the airline that would be performed by the ramp crew as designated by the Company.

4.01.01.2 Ramp Crew Chief

Normal Duties

Normal duties comprises all those who, in addition to those duties and functions outlined in Article 4.01.01.01, may also include to attend regular meetings, demonstration of proper work methods, conducting on-the-job training, instruction of employees in new or revised operational procedures. Crew Chiefs will be required to pass a written and practical D/A exam. Crew Chiefs must have the ability to direct the workforce and provide practical training. The employees entering this position will be on a ninety (90) day probationary period.

4.02 CABIN SERVICES CATEGORY

4.02.01 Cabin Services Agent Classification

Normal Duties

Normal duties comprises all those employees who perform aircraft grooming, including

equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies and other related duties as directed by Management and/or a Crew Chief.

ARTICLE 5 – RATES OF PAY AND PREMIUMS

5.01 Rates of pay are on an hourly basis in accordance with the following schedules:

RAMP AGENTS			
STEPS	MONTHS	2025	2026
1	0 to 12	$19.50	$19.50
2	13 to 24	$22.00	$22.00
3	25 to 36	$22.50	$22.50
4	37 to 48	$23.00	$23.00
5	49+	$23.50	$23.50

LEADS			
STEPS	MONTHS	2025	2026
1	0 to 12	$24.50	$24.50
2	13 to 24	$25.00	$25.00
3	25 to 36	$25.50	$25.50
4	37 to 48	$26.00	$26.00
5	49+	$26.50	$26.50

Ramp Agents must obtain their DA license no later than three (3) months after their start date. Upon

achieving their DA license, they will be increased to $21.50 an hour until they reach the next step in the grid above.

Any payments of any kind are all subject to appropriate statutory deductions.

5.02 Scheduled advancement from one rate of pay to the next higher rate in the wage scale for each classification will occur upon completion of the period described in the wage scale.

5.03 The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale based on his/her experience; no employee, however, will be paid a rate above the maximum / capped out rate in the applicable wage scale for the position.

ARTICLE 6 - PAY CHEQUES

6.1 Pay dates will be every other Friday. Pay slips will normally be available to employees no later than noon on pay day.

6.2 All time off, overtime/recall hours and premiums will be cleared from the employee's

Time Record at the end of each pay period and identified and paid on the pay cheque for the next pay period.

6.02.01 Time adjustments of five (5) or less minutes will not be recorded. If the five (5) minutes are

exceeded, all time, including the five (5) minutes, will be recorded.

6.03.01 Recovery of pay errors will be limited to those errors which occurred during the twenty-four (24) calendar month period immediately preceding the discovery of the error.

6.3.1 When pay errors involving an overpayment are discovered by the Company within one (1) year, written notification will be given to the employee and a copy to the Union of the overpayment at the time of the error being discovered. The notification will include the amount of overpayment. The Company agrees to meet with the employee and Union to discuss a repayment schedule to ensure that there is no undue hardship to the employee. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.

6.02.02 Prior to any deductions being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amounts of each deduction and when the deductions will commence.

6.02.02.01: **Parking/RAIC**- Parking/RAIC will be arranged by the Company at no cost to employees. Lost parking passes will be the responsibility of the employee to pay the airport authority. Cost of $50 dollars will be deducted from the employee's final pay cheque for failure to return

the parking pass. If a team member fails to return their RAIC card at the end of their employment, an additional cost of $250 dollars will be deducted from the employee's final pay cheque. Should the airport authority change these costs during the course of the CBA, the employee will be responsible for covering the full cost

6.03.03 Pay errors involving an underpayment will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment, provided such verification is made three (3) days prior to the pay date; otherwise, it will be made on the next following pay cheque. However, where the underpayment is one hundred dollars ($100.00) or more of any pay, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

6.4.1 **Off Duty Period** – All scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift. If an employee is called to work within a rest period, employee will receive overtime for time worked for the duration of the rest period only.

Note: this provision does not apply to part-time

employees.

6.5 **Shift Trades** - Employees may arrange for another employee to work their shift subject to Management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade (I.E. OVERTIME). This does not include a difference in pay rates.

NOTE: hours worked as a result of a traded shift, will not result in overtime or added hours to a week that could result in overtime earnings.

6.5.1 The employee covering the shift must be qualified to and capable of performing the work.

6.5.2 The shift must be within a finalized shift bid period.

6.5.3 Advice of the trade will be provided to Management in writing, at least twenty-four (24) hours in advance except in exceptional circumstances, and will be signed by the employees.

6.5.4 Overtime worked prior to or following a traded shift will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.

6.5.5 All recall hours will be paid to the employee who works the recall.

6.5.6 Shift trades shall not be considered for the purposes of overtime and recall credits per Article 7.

6.5.7 Employees are ineligible to work overtime during the hours of their scheduled shift that they shift traded away.

ARTICLE 7 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

7.01 A standard schedule for full time Bargaining Unit employees shall consist of eighty (80) hours, or a minimum of sixty-four (64) hours in a two (2) week period, to be worked in a manner to best meet the Company's contractual commitments.

A standard work week can be made up of:

a) Five (5) consecutive at the same amount of hour/days, followed by two (2) days off

b) Four (4) consecutive at the same amount of hour /days, followed by three (3) days off

c) Four (4) consecutive at the same amount of hour/ days, followed by four (4) days off

d) A two/two/three (2/2/3) shift pattern at the same amount of hour /work days

e) Any other shift as mutually agreed to by the parties.

Shift preferences will be based upon the employee's seniority and qualifications in the case of posted open and general shift bids. All employees will be subject to the standard rotation and site staffing requirements, as per Management's discretion. The minimum hours of pay for any shift will be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement.

The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules, airport schedules or other obligatory requirements. Management and the Union will get together to conduct this bid.

7.02 The Company will prepare the schedule based on business efficiencies. The schedule will be shared with the Union and the union will have 48 hours to review and provide any comments to the Company. The schedule will be posted for five (5) days before bidding occurs. Then, the bidding process will take place five (5) days before the schedule becomes effective.

Bidding will go by seniority and qualifications.

For clarity, the Company maintains final say on the implementation of any schedule.

7.03 The Company and the Union agree that a modified (compressed) work week may be implemented where it is mutually agreed between management and the Union Shop Chair Person or Members of the Shift Committee. The modified work week must not result in increased costs to the Company.

7.04 When the Company alters the work schedule it shall provide as much advance notice as possible to the employees affected. The Company shall discuss with the Union Shift Committee or Shop Chair its decision to alter existing shifts in advance of their implementation. It is further agreed that re-deployment of the employees on duty to meet the revised requirements will be actioned prior to the alteration of work schedules. Employees will be provided with a minimum of seventy two(72) hours notice prior to their shift time being changed and a minimum of ninety six (96) hours notice prior to their days off being changed. The Company maintains final say on any changes to the work schedule.

7.05 The Company does not guarantee to provide work for any employee or to maintain the work week or hours of work at any time in effect. In the event of a lay-off the provisions of Article 11 will apply.

7.06 Meal Periods - will be unpaid thirty (30) minutes in duration away from the job. One (1) meal period will be scheduled for every five (5) hours worked.

7.06.01 If due to requirements of the service, an employee is unable to take a meal period at the scheduled time, the

meal period will be taken at a time available during the shift. If this is not possible, the employee may forego the meal period and be paid at straight time for that meal period.

7.06.02 An employee who works more than three (3) hours overtime prior to or after his/her shift will be provided with an additional twenty (20) minutes paid meal period.

ARTICLE 8 - OVERTIME AND RECALL

8.01 All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day. The work day is considered to be the day in which the shift begins.

8.02 No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained and the duties were essential to the continued operation and/or service to the customer.

8.02.02 Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable and according to a system developed by mutual agreement between the Company and the Union.

Overtime

8.03 All time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at one and

a half (1 1/2) times the employees' regular rate of pay unless working on an approved modified work week.

Recall

8.04 If an employee works on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will receive a minimum of four (4) hours at the appropriate rate.

Time Records

8.05 Accurate records will be maintained for each employee, which will be made available on request to the employee and to the Union Representative if the employee so wishes.

ARTICLE 9 - RELIEF ASSIGNMENTS

9.01 Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the category in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.

9.02 An employee who is assigned to temporary relief duties in a higher paying classification will be provided with a $3.00/hour premium for the entire shift.

If no one volunteers to fill in the missing higher classification, the company may require the lowest tenured qualified employee to assume the role.

ARTICLE 10 – PROBATION

10.1 The first ninety (90) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, in the event that an employee may fail probation, the Company will advise the General Chairperson. An employee on probation shall have no seniority and cannot be the subject of the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire.

Note: Initial training and absence longer than seven (7) days will not apply as probationary time.

10.2 The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.

10.3 In the event of a staff reduction, probationary employees will be affected in reverse order of seniority in accordance with Article 11.06 but will not have the right to bump another employee or to lay-off and recall.

ARTICLE 11 – SENIORITY AND STAFF REDUCTION

11.01 Employees will accrue seniority as follows.

11.01.01 **Company Seniority** - will date from the first day of work in any position with the Company.

11.02 **Union Seniority** - will date from the first day of work (including training) in any classification covered by this Agreement.

11.02.01 In cases where two (2) or more employees have the same Union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:

The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by using the last 4 digits of the employee number in reverse order. Example an employee number is 212645, you reverse the last for number, 5462. The lowest number will be the most senior on that date on which they are hired.

11.03 Crew Chief Classification Seniority – Employees entering the Crew Chief classification will be sequenced by their union seniority date.

11.04 **Seniority Lists** - will be prepared, corrected, amended and published in the following manner:

11.04.01 No later than, June 1st, and December 1st, the Company will post on each bulletin board complete Seniority Lists for each classification described in Article 4. These lists will show for each employee listed thereon, in order of Union seniority, the employee number, name, status, Company seniority date, Union seniority date and sequencing determinant described in Article 11.02.01.

11.04.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Union Local.

11.04.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

11.05 Maintenance of Seniority - Seniority will be maintained and accumulated except as provided for in the following.

11.05.01 The following will result in the loss of the employee's seniority, removal of their name from the seniority lists and termination of employment rights.

11.05.01.01 When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.

11.05.01.02 When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.

11.05.01.03 When the employee deserts service (resignation without notice).

11.05.01.04 When the employee has been laid off or otherwise off work for a period of time in excess of twelve (12) Months except covered by a Leave of Absence as provided for elsewhere in this Agreement.

11.05.02 The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.

11.05.02.01 When the employee has been in a position with the Company outside the Scope of this Agreement for a period in excess of thirty (30) working days per calendar year.

An employee who remains outside the scope of the agreement for more than thirty (30) calendar days in a calendar year, will have his/her Union seniority reduced equally to the number of days in excess of thirty (30) calendar days. The Company will notify the Chief Steward on all outside assignments prior to the employee leaving the bargaining unit.

The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.

11.05.03 The following will result in an interruption in the accrual of seniority in the manner and for the period specified.

11.05.03.01 Seniority will continue to accrue during the first ninety (90) consecutive calendar days of a voluntary Leave of Absence. The adjustment to the employee's seniority date to account for the period of Leave in excess of this ninety (90) days will occur at

the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment already occurred, whichever is the earlier.

Staff Reductions

11.06 Staff reductions will be made within the affected classifications and status in the base in inverse order of seniority in accordance with the following:

11.06.01 The Company shall give at least seven (7) days notice to employees and the Union of any contemplated layoffs.

11.06.02 Employees shall be laid off in reverse order of classification seniority by status.

11.06.03 An employee who is laid off shall have the ability to displace the more junior employee in the same category - Ramp to Ramp or Groomer to Groomer. Crew Chiefs may displace a junior ramp agent or Groomer if they have more union seniority than an employee in the lower classification.

11.06.04 Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any

subsequent change.

Recall

11.07 Recall shall occur in order of seniority.

11.07.01 Employees will be notified by the Company when being recalled from layoff.

11.07.02 The notified employee must advise the Company within twenty-four (24) hours after having received the notice if he/she wishes to accept the recall. The employee shall reply to local Management.

11.07.03 Recalled employees must report for duty within seven (7) calendar days from the date of advising the Company of their intent to return.

11.07.04 Failure to comply with Articles 11.07.02 and 11.07.03 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

11.08 Notices and Correspondence

11.08.01 Copies of all notices and correspondence relating to Article 11 shall be sent to the Chief Shop Steward.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Voluntary Leave of Absence

When the requirements of the Company permit, an employee, upon written request, through his immediate Station Manager, may be granted a Voluntary Leave of Absence without pay for a period not exceeding six (6) months.

12.1.1 The granting of Leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those on hand at the time of granting. A Leave must be used for the purpose for which it was granted.

12.1.2 The Company will indicate its approval of the Leave in writing, including the commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested

commencement date of the Leave. Once approved, a Leave may not be cancelled except by mutual agreement between the employee and the Company.

12.1.3 If the employee wishes to return to work prior to the approved termination of the Leave, the employee will make the request in writing to his/her immediate Station Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

12.2 Reassignment, Maternity, Parental Leave

Employees will be granted reassignment of duties, Maternity and Parental Leave in accordance with the relevant provisions of the *Canada Labour Code*.

12.2.1 Additional Leave in excess of that provided by the *Canada Labour Code* will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or

health of the child and indicating the duration of that inability. In any event, any additional Leave provided under this Clause will be for a maximum period of six (6) months.

12.2.2 An employee who takes, or is required to take, a Leave under this Article will be reinstated in the position they occupied when the Leave commenced, subject to the provisions of Articles 11 and 12.

12.2.3 An employee will receive all advances or increases in pay during the period of Leave. Benefit entitlements will be as required by the provisions of the *Canada Labour Code.*

12.2.4 The seniority of an employee will continue to accrue during the full period of the Leave.

12.2.5 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a Leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a Leave in any decision to transfer or train the employee.

12.2.6 An employee on a Maternity or Parental Leave who wishes to terminate their

Leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee providing there is no additional cost to the Company.

12.2.7 Paternity Leave

Upon request, a male employee will be granted one (1) day with pay of Paternity Leave at the time of the birth or adoption of his/her child. If requested the employee will be granted up to an additional three (3) days without pay.

12.03 Union Business Leave of Absence

An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a Leave of Absence without pay for that purpose in accordance with the following.

12.03.01 The employee will continue to accrue Company and Union seniority while on Union Leave.

12.4 Bereavement Leave

In the event of a death in the employee's immediate family, he would receive three (3) working days off with pay and an additional seven (7) days unpaid to be taken at any time starting the day of the death and ending six (6) weeks after the memorial or funeral service. In addition, if the employee is notified while at work of death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any claimant is made under the terms of this section.

Note: Employee must have completed three (3) months of service to be eligible.

12.4.1 Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step - parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-

law partner" will be as recognized by the *Canada Labour Code.*

12.4.2 In circumstances where the deceased is not a Member of the immediate family but is a guardian, grandparents of employee's spouse, brothers and sisters of the spouse, an employee shall be granted Bereavement Leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.

12.4.3 Additional Leave without pay will be granted as follows:

a) Up to three (3) calendar days as requested by the employee for travel out of province.

b) Up to five (5) calendar days as requested by the employee for travel out of the country.

c) Up to an additional five (5) calendar days as granted by the Company.

ARTICLE 13 – TRANSFERS AND VACANCIES

13.01 When a vacancy occurs within another department at AGI covered by the bargaining unit, employees within the bargaining unit will have the ability to transfer to the vacancy prior to the hiring off the street.

13.02 All employees will also have the ability to request a transfer to another category via the Letter of Preference form. All Letters of Preference will be maintained in the employees' file for a period of twelve (12) months and must be renewed annually.

13.03 In filling vacancies in the Ramp Services Agent or Cabin Services Agent classifications, the job will be awarded to the senior applicant, based on the Letters of Preference on file.

13.04 The employee will be given no less than three (3) clear calendar days notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.

13.05 An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or all Leave of Absences that are outlined in this CBA will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.

13.06 All notices to an employee under this Article will be in writing, copied to the Chief Shop Steward.

13.07 If the employee desires to withdraw their request at any time prior to the promotion or transfer being offered they may do so in writing without penalty. If the employee is offered the position they requested and then declines they will not be allowed to put in a Letter of Preference for one (1) calendar year.

13.08 An employee wishing to be demoted may submit a request to demote to the Ramp Manager. The demotion will be auctioned at the next Ramp Agent vacancy or as of the next shift bid. The request for

demotion is not rescindable and the employee will lose all seniority in the Crew Chief classification. The employee will be unable to act, or be forced to act, as a Crew Chief for a period of one (1) year.

ARTICLE 14 - HOLIDAYS

14.01 The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

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

14.02 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority and qualifications. If insufficient volunteers are obtained, the Company may then assign the day off to

employees on each shift and classification in inverse order of seniority. The Company will notify employees who are either granted or assigned the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.

14.03 When an employee is granted a day off in accordance with Article 14.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be paid per the Canada Labour Code. When an employee works on a holiday, the employee will be paid per the Canada Labour Code.

ARTICLE 15 - VACATIONS

15.01 General

15.01.01 An employee will receive Annual Vacation with pay as provided for in Article 15.02 according to his/her years of employment with the Company.

15.01.02 Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately

following the year in which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.

15.01.03 The vacation year will be calendar year.

15.01.04 Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.

15.01.05 It is recognized that restrictions on the number of employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates. There will be a minimum of two (2) vacation slot available per week of the year per classification.

15.01.06 Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee or in the case of emergencies where the Company or the employee may change vacation schedules on fourteen (14) calendar days advance notice.

15.01.06.01 Where the employee changes their vacation schedule, they will be entitled to select their vacation dates at any other time which is not desired by another employee and where there is a vacancy in the schedule.

15.02 Entitlement

15.02.01 Employees who have completed one (1) or more years of employment will be entitled to vacation, based on years of employment, in accordance with the following:

Years of Employment Entitlement will be as per the CLC

1 through 4 years 14 calendar days (4%)

5 through 9 years 21 calendar days (6%)

10 years and over 28 calendar days (8%)

15.02.02 Employees laid off under the provisions of Article 11, on Long-Term Disability or on a Voluntary, Child Care or Leave of Absence under the provisions of Article 11 will have their paid vacation entitlement reduced.

15.03 Selection

15.03.01 Vacation dates will be allocated in order of seniority within each classification. An employee 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. These subsequent preferences will be awarded in order of classification seniority.

15.03.02 No later than October 1st of each year, the Company will post a bulletin listing employee in order of seniority and showing each employee's total vacation entitlement. In addition, and in the event employees who expect to be absent during the selection period, will advise the Company and the Union of their selections.

15.03.03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st. If possible, such selection is to be noted by each employee in order of their seniority with the most senior employee noting their vacation selection first and the most junior last.

15.03.03.01 Employees who expect to be absent during the selection period may advise the Company, in

advance and in writing, as to selection of vacation dates.

15.03.04 An employee who fails to select their vacation dates no later than October 31st will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such employee will select vacation dates from these available dates no later than November 12th and in the event he/she fails to select, he/she will be allocated vacation dates by the Company from those that are available.

15.03.05 No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee for the following calendar year.

15.04 Waiting List

15.04.01 Vacation dates which become available after the allocation of vacation dates will be offered, in order of seniority, to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

15.05 Vacation Pay

15.05.01 Employees discharged or resigning from the Company are entitled to receive accrued vacation pay. The date of separation will not be extended beyond the date of actual termination of employment.

15.05.02 At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay-off.

15.05.03 Vacation pay will accrue at the appropriate percentage of the employee's pay per the Canada Labour Code (i.e., 4%, 6% or 8% according to Article 15.02.02).

15.06 Extended Vacation

15.06.01 Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by requesting a short Leave of Absence without pay.

15.06.02 Employees wishing to take extended vacation must notify the employer by December 1st prior to the year in which the extended vacation is to be taken.

15.06.03 Extended vacation will be approved only after all the annual vacation entitlements have been bid.

and will be subject to approval from management based on operational needs.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 An employee, or group of employees, covered by this Agreement, who has a grievance concerning the interpretation or alleged violation of this Agreement, or other causes for complaint, shall be entitled to hearings and appeals as provided in the Article.

16.2 Any complaint shall first be discussed with the appropriate Supervisor of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they wish maybe accompanied by a representative of the Union with a view to settling the matter promptly at the local level.

16.3 **Step 1**

a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the General Manager or designate within seven (7) business days

after the occurrence or awareness of the situation causing the grievance.

b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.

c) The Company shall hold a hearing within ten (10) business days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union.

d) Within ten (10) business days following this hearing, the General Manager or designate shall render his/her decision in writing to all parties concerned.

16.4 <u>Step 2</u>

a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal to the Company's Human Resources Department within seven (7) business days.

b) The Company shall hold a hearing within ten (10) business days of receipt by written

grievance and reasonable notice of the hearing shall be given to the Union.

c) Within seven (7) business days following this hearing, the Human Resources Department, or designate, shall render their decision in writing to all parties concerned.

16.5 The Union may initiate a General or Policy grievance (Step 2) in writing on any difference concerning the interpretation, or alleged violation of this Agreement, or other causes of complaint within fifteen (15) business days following the date on which the Union first had or ought to have had knowledge of the event.

16.6 The parties may extend the time limits by written agreement, when mutually agreed. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.

16.7 At any hearing held throughout these grievance procedures, the grievor shall have the right to be represented by a duly accredited representative of the Local/ District.

16.8 a) Upon request, the Company shall provide

the Union with copies of all relevant documents pertaining to the alleged incident.

b) Upon request, the Union shall provide the Company with copies of all relevant documents pertaining to the alleged incident.

16.9 Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 18.

ARTICLE 17 – DISCIPLINE AND DISCHARGE PROCEDURES

17.1 An employee is entitled to have a Union Rep. present at any meeting with the Company where discipline is being issued, or where discipline may be issued following the meeting. The Company will inform the employee and the Union of the meeting and subject matter. The Company will provide the necessary flexibility for both the employee and Union Rep. to be present. If Union Rep. is not available, the employee may choose an employee on shift to be present. **For clarity this includes "cab calls."**

17.2 The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.

If an employee, who has acquired seniority believes that he has been dismissed or suspended without cause the grievance shall be represented at Step 2 within seven (7) business days after notice has been given to the employee and the Chief Shop Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration. It is agreed that any suspension placed in abeyance for the purpose mentioned above will be considered time served if the employee commits a further infraction before the initial matter is resolved and will not be a point of challenge if so arbitrated.

If the meeting cannot be held during the employee's regular hours of work, and the employee agrees, the employee shall be paid a minimum of three (3) hours to attend the

meeting if called into work to attend. The meeting may take place virtually or prior to or immediately after the employees regular scheduled shift in which the employee will be compensated a minimum of one (1) hour pay or time spent in the meeting whichever is greater.

17.3 If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee maybe held out of service pending the outcome of the investigation for up to a maximum of seven (7) business days with pay to provide the Company with sufficient time to investigate and consider all factors.

17.4 The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months from date of issuance subject to no further infractions of similar nature. An employee shall be entitled to review his/her personnel file by submitting a letter to the local Manager and remove any letters of discipline from his/her personnel file that have expired.

17.5 If an employee is suspended pending termination, such suspension will take effect

immediately upon the employee receiving notice thereof.

17.6 Should the Company be unable to complete the investigation within the time limits set out above they will contact the Union and explain the reason for the request of an extension and the request will not be unreasonably be denied.

17.7 Except for accident investigations, when Management is requesting any employee to provide a written statement that may lead to discipline, the employee will be entitled to have a Union Rep. present.

17.8 Discipline notice will be issued to the employee within ten (10) worked days from the time the company becomes aware of the incident. The discipline will be issued to the employee during their regular scheduled shift. The employee will have a Union rep. present for that meeting. The Company will notify the union prior to discipline being issued.

ARTICLE 18 – ARBITRATION

18.1 Notice of Intention to proceed to arbitration shall be made in writing to the Company's Human resources department within fifteen (15) calendar days of the decision at Step 2 of

the grievance procedure.

18.2 Within ten (10) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 18.01 hereof, the Company and the Union shall name a single Arbitrator from the following list (in alphabetical order):

Corinn Bell

Mark Brown

Julie Nichols

Where the first person named on the list is unable to hear the matter within ninety (90) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

18.3 The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

18.4 The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employee(s) involved.

18.5 The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision

inconsistent with the terms of this Agreement.

ARTICLE 19 - UNION / MANAGEMENT RELATIONS

19.01 **Union/Management Meetings** - It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end joint meetings will be held on a monthly basis between Management and not more than two (2) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

19.02 **Letters of Understanding** - Any Letter of Understanding negotiated between the Station Manager or his/her designate and the District

District Lodge 140 will be deemed to form part of this Agreement as if it had been incorporated

herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

19.03 **Time-Off - Union Representatives** - The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels. The Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process, it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs and to obtain permission for the time required from their immediate Ramp Manager and the Ramp Manager of the employee(s) involved. Additionally, the Union representative will notify their Supervisor when returning to duty.

19.03.01 For meetings involving the Company and the Union the Company will absorb the cost of the

scheduled time lost by Union Members and representatives. The Union will bear the cost of the scheduled time lost by Union Members and representatives while participating in activities authorized by the Union. The Union Local will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case the employees involved will not be deducted or removed from the payroll.

19.03.02 Time spent by a Union representative attending meeting with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.

19.03.03 The Union will advise the Company in writing of the names of its elected or appointed representatives.

19.03.04 The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

19.03.05 The Company agrees to provide a Leave with pay for the Chief Shop Steward for the purpose of conducting AGI Union business. The Chief Shop Steward will be designated by the Union.

- The Company will provide ten (10) hours per month if the number of employees is 250 or less.

- The Company will provide twenty (20) hours per week if the number of employees is 250 to 500.

- The Company will provide forty (40) hours per week if the number of employees is over 500.

19.04 **Education Leave** - The Company will grant a Leave of Absence, subject to operational requirements, without pay, to not more than 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.

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 18 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.

19.04.01 Subject to having received a minimum of four (4) weeks advance notice, the Company further agrees that Members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a Leave of Absence without pay for twenty (20) days of class time, plus travel time where necessary. Said Leave of Absence is to be intermittent over a twelve (12) month period from the first day of Leave. Such Leaves will not exceed two (2) employees per PEL session to a maximum of forty (40) days of class time with additional Leaves granted subject to the agreement of the Company. Employees on said Leave of Absence will continue to accrue seniority and benefits during such Leave..

19.05 **Bulletin Boards** - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

19.05.01 **Union Office** - The Company will provide the Union with office space (Closed space for privacy with table/desk and chairs) in the Airport location.

To be shared with PAX, subject to the Union providing the Company with reasonable advanced notice and the office is not already booked.

19.06 **Data to be Supplied to Union** - With each remittance required under Article 20.05, the Company will supply the Union with a list containing the following information:

- employees by classification, status and rate of pay;
- employees on lay-off or Leave of Absence;
- newly hired employees; and
- employees who have resigned.

ARTICLE 20 - GENERAL

20.01 **Health and Safety** - The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important and all employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees

in matters related to occupational health and safety.

20.01.01 A Health and Safety Committee, consisting of two (2) Members appointed by the Company and two (2) Members appointed by the Union will be established in the base. The Committee will meet as required to fulfill the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the Members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees. The Company will cover all costs associated with the training of the Committee Members and attendance at all meetings.

20.01.02 With advance notice, the Union Local National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement.

20.01.03 Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at

Company expense. Employees are required to use these items where necessary.

20.01.04 The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of disposable latex gloves for Aircraft Cleaners to perform their work. At minimum, employees will be provided with one (1) pair per flight and will receive additional gloves when required to clean lavatories.

20.01.05 The company will provide a face shield, outer gloves, and latex gloves for those employees who work lavatory service.

20.01.06 The Company agrees that no employee will be required to work alone or without regular observation or contact.

20.02 **Footwear Allowance** - The Company will provide appropriate footwear to all employees. Note: Until the new system is ready and in place, whereby the company will provide the footwear, the company will offer a reimbursement of $125 a year upon receiving a detailed receipt.

20. 03 **Work Clothes and Uniforms** - The Company will provide the employees with reasonable and adequate work clothing/attire and PPE.

20.03.02 The Company agrees that employees who work outdoors will not be prohibited from wearing unadorned blue sweatshirts under their jacket or parka or during their rest or meal breaks.

20.04 **Locker/Storage Facilities** - Where space is reasonably available, employees will be provided with individual storage space for safe keeping of personal effects and work clothes. The company will not be responsible for any lost items.

20.05 **Parking** - The Company will agree to pay for, and provide, a parking pass to each employee. Lost parking passes will be the responsibility of the employee to pay associated costs to the Airport Authority. Employees that do not require a parking, will be allotted up to $75.00 per month for public transportation. Payments will be made once a month. Employees will be given the option at time of hiring. Employees can change their selection however, new forms will be required.

Employees who elect to receive the public transportation allowance must complete a form and provide their original TransLink receipt before the 15th of each month to be eligible for the allowance.

20.06 **Copies of Agreement** - As soon as practical, the Company and Union will prepare a final draft of this

Agreement, will agree upon the arrangements necessary for its printing at a Union Shop and the distribution of the printed Agreement. The Union will be responsible for the typing of the final draft. The Parties will equally borne the cost of printing each. All employees and all levels of Management concerned will be given a copy of the printed Agreement.

20.07 **Human Rights** - Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the Officers or Agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, a language ability which is not bona fide, family status, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal. The Company further commits than no employee will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

20.07.01 **Sexual / Racial Harassment** - The Company and Union recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation. For the

purposes of this Agreement, “harassment” means any conduct, comment or gesture of racial or sexual nature or connotation which is:

- unwanted or may reasonably be considered as unwanted; and-

Complaints and/or grievances involving allegations of sexual or racial harassment will be handled with all possible confidentiality.

No reprisal shall be made against an employee because they filed a complaint of harassment except where a false charge has been made with malicious intent.

20.07.01 The Company agrees to provide training in CPR. The Company will have enough Members trained to cover all aspects of the operation.

ARTICLE 21 – UNION SECURITY

21.1 The Company shall deduct from the wages of employees the amount of regular dues and initiation fees as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.

21.2 The amount to be deducted will not be changed

except to conform to a change in the Local Lodge Bylaws.

21.3 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.

21.4 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.

21.5 The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Union Local, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.

21.6 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make

deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

21.7 The Union agrees to indemnify and save harmless, the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

ARTICLE 22 – BENEFITS

22.01 The Company agrees to provide at no cost to employees the various Benefit and Insurance Plans currently in place or a replacement Plan providing equal benefits (booklets will be provided).

ARTICLE 23 SICK AND PERSONAL LEAVE

23.01 SICK DAYS

Sick days will be provided as per the CLC.

- **Entitlement:**
  Federally regulated employees are entitled to 10 days of medical leave with pay annually, after a 30-day qualifying period of continuous employment.
- **Accrual:**
  - After the initial 30-day qualifying period, employees earn 3 days of medical leave with pay.
  - They then accrue one additional day of paid medical leave at the beginning of each month after completing 1 month of continuous employment, up to a maximum of 10 days per year.

23.02 PERSONAL DAYS

Personal days will be provided as per the CLC.

As an employee, you are entitled to up to 5 days of personal leave per calendar year to:

- take care of health obligations for any member of your family or care for them
- take care of obligations related to the education of any family member under age 18
- manage any urgent situation that concerns you or a family member
- attend your citizenship ceremony under the *Citizenship Act*, or
- manage any other situation prescribed by regulation

ARTICLE 24 – DURATION OF AGREEMENT

24.01 This Agreement is effective on March 19, 2025 and will continue in full force and effect until March 19, 2027 and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month-to-month unless notification, in writing, to reopen the

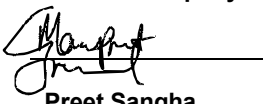
Agreement, is served by either party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month-to-month basis, subject always to Article 24.02.

24.02 This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no Agreement has been reached. All increases, premiums, etc. are for existing employees as of the date of ratification.

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

RICHMOND, BRITISH COLUMBIA, this 19th day of March, 2025.

For the Company

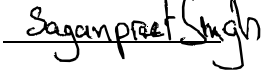


Preet Sangha

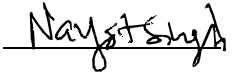
For the Union



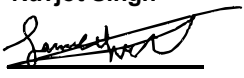
Kevin Timms



Saganpreet Singh



Navjot Singh



Sameer Jabbar

LETTER OF UNDERSTANDING #1
MODIFIED WORK

The Company and Union agree to implement a Modified Work Program for employees covered by this Agreement. This Program will be jointly administered and will define roles, responsibilities and outline processes which allow employees who require accommodation due to disability, including those who are absent due to accident or illness, a level of accommodation that will permit a productive return to the work place.

LETTER OF UNDERSTANDING #2
EXPEDITED ARBITRATION

The parties agree for the life of this Collective Agreement to utilize an expedited arbitration process as follows:

Any grievance arising between the parties which have not been satisfactorily settled under the provisions of Article 16, may be referred to expedited arbitration upon mutual agreement.

1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year.

2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) week's notice of cancellation will be provided to the Arbitrator and the date(s) will be re-scheduled.

3. The expedited Arbitrators shall consist of the following:

    - Corrin Bell
    - Julie Nichols

    The Arbitrators will remain in place for the life of this Agreement unless mutually agreed to by the parties.

4. The parties shall equally share the fees and expenses of the Arbitrator.Costs and allowances payable to witnesses shall be paid by the party calling such witnesses.

5. Prior to rendering a decision, the Arbitrator may at any time during the proceeding, assist the parties in meditating a resolution to the grievance.

6. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under Article 16, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.

7. Grievance shall be heard on a “first in, first out” basis, unless it is a termination case in which case it will be heard at the next date.

8. For every grievance on the agenda, the parties shall prepare a brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.

9. Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda, no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date. Notwithstanding the foregoing, the receiving party will have the option to proceed as

scheduled if they so desire or defer the matter to the next hearing date. The party failing to exchange the brief within seven (7) day's hearing will have no further rights to adjourn or defer the matter.

Receiving party here refers to the party who receives the brief late (i.e., after the deadline which is seven (7) days prior to the scheduled hearing date).

10. The parties will use all means possible to keep proceedings simple. As such there will be no reliance on legal authorities to support arguments except with respect to generally accepted labour law principles.

11. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request to any one grievance unless otherwise agreed.

12. A brief written decision shall be issued to the parties within fourteen (14) calendar days of the hearing.

13. Decisions rendered by the Arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing. Decisions will be final and binding and not subject to appeal.

14. In the event of a conflict between any provision of this Agreement and the Collective Agreement, this Agreement shall prevail with respect to the subject matter of the conflict.