

AGREEMENT

BETWEEN

LOCAL 1003
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

SENTINEL AIRPORT LOGISTICS LTD
(Castlegar Airport)

EFFECTIVE APRIL 1, 2016

TO

March 31, 2020

LETTER OF AGREEMENT
BETWEEN

SENTINEL AIRPORT LOGISTICS LTD
and
LOCAL 1003
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

With signing of this letter, both parties agree to the terms and conditions negotiated in this agreement between Sentinel Airport Logistics Ltd and Local 1003, IBEW, for the Castlegar Airport, covering the period of April 1, 2016 to March 31, 2020.

Signed on behalf of:
LOCAL 1003
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Ray Keen _____

Frank Shlakoff _____

Signed at _____ the _____ day of _____ year _____

Signed on behalf of:
SENTINEL AIRPORT LOGISTICS LTD

Randy Grant _____

Signed at _____ the _____ day of _____ year _____

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PREAMBLE

This Agreement entered into between Local 1003 of the International Brotherhood of Electrical Workers and Sentinel Airport Logistics Ltd covers the employees of the Company who are occupied with the operation and maintenance of the Castlegar Airport at Castlegar, British Columbia. Sentinel Airport Logistics Ltd has responsibility for providing airport facilities for the safe and expeditious movement of airport traffic under the terms of a contract with the City of Castlegar.

ARTICLE – PURPOSE

1.01

The general purpose of this agreement is to set out the terms and conditions of employment so as to maintain harmonious relationships between the employees, the Union, and the Employer.

ARTICLE II – RECOGNITION

2.01

The Company recognizes the union as the sole collective bargaining agency for all employees of the Company working at the Castlegar Airport, Castlegar, BC.

ARTICLE III – MANAGEMENT RIGHTS

3.01

The Management of the Company and the direction of its employees including the establishment of working conditions, the hiring, promoting, demoting, and rehiring of employees in connection with any reduction or increase in working forces, the suspending, the discharging or otherwise disciplining of the employees, but only for just cause, are the exclusive functions of Management, to the extent that any of such matters are not otherwise covered or provided for in this agreement and provided that in the exercise of such functions the Management shall not violate any provision of this agreement.

ARTICLE IV- UNION SECURITY

4.01

All employees covered by this agreement shall become members of the Union and shall remain members in good standing.

4.02

Upon notification by the Union, the Company shall deduct monthly union dues from the pay of each employee covered by this agreement. Such dues shall be forwarded to the Union by the 15th day of the month following deduction.

4.03

Employees outside the Bargaining Unit or others will not perform the work of the Bargaining Unit employees where the effect would be to impair the normal growth of the Bargaining Unit and/or result in reduction the Bargaining Unit or layoff of employees.

ARTICLE V – UNION REPRESENTATION

5.01

The Company agrees that accredited Union Representatives shall have access to the Company premises upon reasonable notice to the Company and subject to the operational requirements.

5.02

- (a) The Company acknowledges the right of the Union to appoint stewards.
- (b) The Union shall notify the Company in writing of the name (s) of it steward (s) and any changes thereto.

5.03

The Company will not discriminate against any Officers or Stewards of the Union because of their legitimate activities as such.

5.04

- (a) Time off with pay shall be granted to stewards to investigate and process grievances during normal working hours at the job site or other such mutually agreed location.
- (b) Time off with pay shall be granted to employees for the purpose of attending meetings between the Union and the Company, at the job site or other such mutually agreed location.

ARTICLE VI – NON-DISCRIMINATION

6.01

The Company agrees not to discriminate against any employee on account of race, creed, colour, national origin or sex or because of membership in the Union or partaking of the lawful activities of such a Union.

6.02

It is understood whenever in this agreement employees or jobs are referred to in the male gender, it shall be recognized as referring to both male and female employees.

ARTICLE VII – NO STRIKE OR LOCKOUT

7.01

There shall be no strike or lockout during the term of this agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

8.01

Any difference arising between the parties bound by this agreement concerning its interpretation, application, operation or alleged violation thereof, including any difference arising from the discipline of a regular employee, including the extent of any penalty, shall be considered a fit matter for grievance and shall finally and conclusively be settled as hereinafter provided.

8.02

The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement to alter or extend the time limits. Such agreement shall be in writing between the parties. Subject to such mutual agreement, failure to adhere to the time limits means the grievance is forfeited in the case of the employee and/or Union or that the corrective action requested is granted in the case of the Company.

8.03

An employee believing he/she has a grievance shall, within seven (7) working days of the alleged grievance or within seven (7) of his/her becoming aware of the circumstances that gave rise to the grievance, discuss the matter with his/her immediate supervisor. The employee may if he/she desires, be accompanied by his/her steward. The immediate supervisor shall reply as soon as possible but not beyond five (5) working days.

8.04

If the grievor and/or the Union is not satisfied with the reply of his/her immediate supervisor, the grievance shall be reduced to writing and submitted within five (5) working days of the immediate supervisor's reply to the General Manager of his/her authorized representative, who shall render his/her reply within five (5) days of the reception of the grievance at his/her business address.

8.05

Failing settlement at 8.04, the Union or the Company, may within thirty (30) days notify the other party of its intention to refer the matter to arbitration and at the same time inform said party of the name of its nominee to the Arbitration Board or, if mutually agreeable, the parties may refer the dispute to a single arbitrator.

8.06

The other party shall have five (5) days in which to name its nominee and notify the first party of such name.

8.07

The nominee shall have ten (10) days in which to select a Chairman. If the nominees fail to agree on a Chairman within the time limits, they shall request the Minister of Labour to make the appointment.

8.08

No Board of Arbitration shall have the power to alter or change any of the provisions of this agreement or to substitute any new provision for any existing provision, or to provide a decision that is inconsistent with any term or provision of this agreement. Where the Board determines that an employee has been disciplined for just cause, the Board may modify the penalty or otherwise dispose of the matter as it deems just and reasonable.

8.09

Each party to this agreement will bear the expense and fee of its nominee and the parties will share equally the fee and expenses of the Chairman.

8.10

Discharge and Suspension grievances will be processed beginning at the Company President or his/her authorized Representative, level (8.05) of the process. The same shall apply to policy or Union grievances.

8.11

The grievor shall be entitled to Union Representation at each level of the grievance process.

ARTICLE IX – PROMOTION, LAY – OFF AND EMPLOYEE CATEGORIES

9.01

Where a vacancy occurs, or a new job is created, the job shall be posted for a period of one (1) week. A copy of the posting shall be sent to the Union Shop Steward as well as a copy of the notification to the successful applicant when that appointment has been made.

9.02

In the absence of the Project Supervisor, from a regular scheduled shift, the senior qualified person shall be designated as Lead Hand. Wage rate as per Schedule A.

9.03

Lay-off of regular employees shall be in the reverse order of seniority among qualified employees within a classification only after summer students, probationary employees and temporary employees have all been laid off. The Union shall be notified of all impending lay-offs prior to any employee being laid off.

9.04

Regular employees to be laid off shall be notified as far in advance of such lay-offs as is practicable. In any event, no employee will be laid off with less than two (2) weeks notice or payment of two (2) weeks salary and benefits in lieu of such notice.

9.05

A regular employee is an employee in a job of a continuing nature and who has completed probationary period.

9.06

A probationary employee is one hired to fill a job of a continuing nature and who must complete a probationary period of ninety (90) days worked. At the 90th day a letter of acceptance will be issued or a notice of extension will be issued. The notice of extension shall not exceed 130 days worked. Probationary employees shall be covered by all the terms of this agreement except as specifically stated therein.

9.07

(a) A temporary employee is one hired for periods not exceeding two (2) consecutive months in positions which are not likely to become continuing positions, except during the period of winter operations (ie. Nov 1 to Mar 31) when temporary employees may be hired for a period in excess of two consecutive months, but will be terminated not later than April 15th. The exception to the preceding would be a person hired on a temporary basis to fill a position the incumbent of which is on maternity leave, sick leave, or Workers Compensation Benefits in accordance with the relevant statute.

If an employee is absent for an extended or indeterminate period of time because of sickness or accident for thirty (30) or more days, he/she must be replaced by a temporary employee. The time between the first day of absences and the thirtieth (30th) day of absence will be left up to the discretion of the Company whether or not a replacement is needed.

Temporary employees will work the regular scheduled hours of the employee they are replacing. Temporary employees will not be assigned overtime work except in an emergency and when regular employees are not available. Wage rates of temporary employees are as set out in the schedule of wages. Temporary employees shall retain wage classification upon resumption of employment, as well as any hours of employment accumulated towards the next classification step, provided return to work occurs within 24 months from date of layoff. Where return to employment occurs beyond 24 months from date of layoff and results in a reduction in pay classification, such reduction shall be subject to review following 60 days of employment. Temporary employees shall be covered by all terms of this agreement except as otherwise specifically stated therein.

(b) An employee who is hired to work irregular hours on a casual basis is called a casual employee. Casual employees will not be scheduled to work unless full-time employees are not available. The wage rates of casual employees shall be the same as temporary employees. Casual employees shall be covered by all terms of the Agreement unless otherwise stated in the Agreement.

9.08

Summer students are person, hired by the Company to work during the school vacation period, who are in full-time attendance at Secondary or Post-Secondary schools and who intend to return to such schools. Summer students shall be paid at the rate that is set out in the wage schedule and their vacation and holiday entitlement shall be in accordance with the prescribed Labour Standards. Summer students shall not be assigned overtime work unless agreed to by the Union.

9.09

Employees who become disabled to the extent that they are unable to handle their regular jobs, will be given preference for such work as is suitable and available for which they are qualified.

9.10

If an employee indicates to his/her superior, in writing, prior to going on vacation or leave of absence, his/her intent to apply for an anticipated job posting, he/she would be considered for such opening.

9.11

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

ARTICLE X – SENIORITY

10.01

Seniority shall mean the time of continuous employment at the Castlegar Airport. (See attached Schedule “B”) In the event that the Company were to lose the contract to supply the present services to the City of Castlegar, the Company will, provided it cannot offer at least an equivalent position to an employee elsewhere in the Company, recommend his/her appointment to the City of Castlegar for retention at the airport.

10.02

Seniority shall be lost if an employee:

- (a) Is discharged and the discharge is upheld or,
- (b) Resigns or,
- (c) Is promoted out of the bargaining unit or,
- (d) retires

10.03

Except as provided in Section 10.02 an employee shall not lose his/her seniority if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. Seniority rights for employees who have been laid off shall terminate if they are not rehired within twenty-four (24) months from date of lay-off.

10.04

The Employer shall prepare a Seniority List, to be posted on the bulletin boards on or before the first day of January each year, showing the seniority standing of each employee covered by this agreement. This shall be subject to correction upon proper representation by the Union.

ARTICLE XI – HOURS OF WORK AND OVERTIME AND PREMIUMS

11.01

- (a) The regular hours of work for all regular employees shall normally be two thousand and eighty (2080) per year as per attached Schedule “C”.
- (b) Regular working hours may be changed by mutual agreement between the Union and the Company.
- (c) Employees may exchange shifts if there is no increased cost to the Company and with the approval of the Supervisor.
- (d) The Employer agrees that no shift schedule shall provide for split shifts.
- (e) The Employer agrees that there will be no scheduled overtime.

11.02

An Employee required to work beyond his/her regularly scheduled hours shall be paid at the rate of two hundred percent (200%) of his/her hourly rate for all such hours worked.

Employees shall not be required to work more than six (6) days in succession without a day off.

Overtime shall be distributed equitably among the employees.

11.03

Days of rest shall be consecutive and not less than two. An employee whose days of rest are changed with less than seven (7) days notice shall be paid at one and one-half (1 ½) times his/her hourly rate for all such changed days.

11.04

An employee is entitled to two (2) fifteen minute paid break periods, one during the morning and one during the afternoon of each day.

11.05

An employee called out to work outside his/her regular hours shall be entitled to be paid for all hours worked at the applicable overtime rate or four (4) hours at the straight time rate whichever is the greater. Overtime shall be paid at the applicable overtime rate when the employee arrives on the worksite.

11.06

When an employee is recalled to work under Article 11.05 he shall be reimbursed in the amount of fifteen dollars (\$15.00) for each return trip where he uses his/her own or public transportation.

11.07

An employee on Standby (available for duty outside regular hours) shall be paid a minimum of four (4) hours at 1.5 times his/her regular hourly rate.

11.08

An employee may elect to take time off at the applicable overtime rate in lieu of pay at the overtime rate for any overtime hours worked. Such time off will be liquidated at a time convenient to the employee but subject to operational requirements.

11.09

An employee required to work four (4) hours or more of overtime which is continuous to his/her regular shift and where he has neither been provided a meal by the Company nor time to eat at home shall be entitled to a meal allowance of fifteen dollars (\$15.00) and time to eat.

11.10

An employee required to travel on work over a meal period and who is ten (10) miles or more from the airport shall be reimbursed for such meal to a maximum of fifteen dollars (\$15.00) where the travel over the meal period is unexpected (ie. where he/she would not normally have his/her lunch with him/her) (receipt required).

11.11

In the event an employee is promoted or temporarily assigned to a higher rated classification, he/she shall receive the higher rate of pay.

11.12

In the event an employee is temporarily assigned to a lower classification the employee shall receive his/her regular rate of pay.

ARTICLE XII – VACATIONS WITH PAY

12.01

An employee with less than one (1) year of seniority shall accrue vacation with pay entitlements of one and six-tenths (1.6) hours per week. (4%)

12.02

Employees will earn vacation entitlement according to the following table:

<u>Length of Service</u>	<u>Vacation Time</u>	<u>With Pay or</u>
1 year	3 weeks	6%
8 years	4 weeks	8%
15 years	5 weeks	10%
22 years	6 weeks	12%
25 years	7 weeks	14%

Percentage vacation listed in the table above will only come into effect when calculating unused vacation in the last year of employment.

Years of service will be calculated in twelve (12) months periods from the date of hire.

12.03

- (a) The parties to this agreement recognize the value of vacations to employees. To this end the Company will, subject to operational requirements, make every effort to schedule vacations at a time convenient to the employee.
- (b) If after management’s approval, an employee’s annual vacation schedule is then cancelled by management, the Company shall be responsible for any costs to the employee.
- (c) Where the Company has been unable to schedule an employee’s vacation due to operational requirements, the employee shall have the option of carrying over any earned but unused vacation into the following vacation year or being paid as per Article 12.02.

12.04

Vacation earned is never lost.

12.05

Pay for vacations is at the regular rate of pay for the employee and in any event, the employee shall not receive less than that provided under the Canada Labour Code.

ARTICLE XIII – HOLIDAYS

13.01

The following shall be designated as holidays with pay:

New Year's Day	Heritage Day
Good Friday	Easter Monday
Victoria Day	Canada Day
BC Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

and any other day proclaimed by the Federal Government.

13.02

An employee who work his/her regular scheduled hours on a holiday shall be paid at the rate of one and one-half (1 ½) times his/her hourly rate and shall have a lieu day at a later date or in the alternative, shall receive pay at the rate of two and one-half (2 ½) times his/her regular rate. All other time worked on a holiday shall be paid at double time. Days observed as lieu days shall be converted to regular hours based on the number of hours worked on the holiday. Such lieu day earned to be liquidated at a time acceptable to the employee and the Employer.

13.03

An employee who does not work on the holiday shall nevertheless receive his/her regular pay for that day.

13.04

When a holiday falls on an employee's day of rest, the holiday shall be observed on the employee's first scheduled working day following the holiday. If the employee is required to work on that day, the employee shall receive the applicable overtime rate as per Article 13.02.

13.05

When a holiday falls during a period of paid leave, the holiday shall not count as a day of leave.

13.06

An employee will receive holiday pay on the specified holidays, provided he/she works or is in pay status for a total of fifteen (15) of the thirty (30) days immediately preceding the specified holiday. All approved leave or absence shall be considered as time worked.

ARTICLE XIV – OTHER TYPES OF PAID ABSENCE

14.01

(a) An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of illness or injury. The Company may request a doctor's report prior to the employee's return to work.

(b) Sick pay shall not exceed ten (10) days (80 hours) in succession.

(c) When requested by the Company, intervention by the Union will be exercised after ten (10) non-consecutive days of absence in one (1) calendar year. Failure to resolve excessive absenteeism after Union intervention shall result in further actions under Management rights.

(d) Doctors notes are mandatory under the following conditions: Any instance that requires hospitalization, doctor ordered absences, and fracture or sprains/strains that require light duty assignments. Doctor's note to be provided within 5 working days except where the employee is physically incapacitated and unable to do so.

14.02

In the event of death in the immediate family of an employee, he/she will be granted four (4) days leave with pay, not including such employee's days off, providing the employee substantiates the need for the leave. For the purpose of this paragraph, the immediate family is defined as the mother, father, father-in-law, mother-in-law, sister, brother, spouse and children of the employee. The intent of this clause is to minimize the loss of regular wages at a time of bereavement. In the case where the funeral is held at a distance of 250 km or more from the employee's residence, the four (4) days in the foregoing will become six (6) days. One (1) day leave with pay will be granted when an employee attends or arranges a funeral for his/her brother-in-law/sister-in-law or grandparent.

14.03

Maternity Leave – the provisions of the Canada Labour Code with respect to Maternity Leave shall apply as a minimum to employees covered by this agreement.

14.04

At the discretion of the Company, leave with pay may be granted when circumstances not directly attributable to the employee, including illness in his/her immediate family, emergencies affecting the community or place of work, prevent his/her reporting for work – such leave shall not be unreasonably withheld. (Compassionate Leave).

14.05

Leave of Absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required

(a) to serve on a jury

or

(b) by subpoena or summons to attend as a witness in any court proceeding.

Documented proof of attendance at any of the foregoing to be supplied if requested.

ARTICLE XV – SAFETY AND HEALTH

15.01

The Company and the Union will establish a Joint Safety Committee with equal representation from each. It will be the responsibility of the committee to review all work and safety and health procedures and to devise practices and procedures designed to prevent accidents, sickness and injury.

(a) The conditions of the safety and health practices shall be no less favourable than those contained the Canada Labour Code.

(b) The Company agrees that two (2) persons will be in attendance at all times while snowplowing or cutting grass at sites other than the Castlegar Airport. While performing these duties at the airport when there is no radio contact with the other airport personnel on site, there must be two (2) persons in attendance.

(c) Clothing Allowance – Effective April 1, 2012, Clothing Allowance shall be paid on each April 1st thereafter or alternatively the Company will, with mutual agreement, provide clothing in lieu of the allowance.

The Maintenance crew shall be paid a clothing allowance of five hundred (\$500.00) annually.

All new maintenance employees shall receive their clothing allowance on their anniversary date every year.

ARTICLE XVI – WELFARE PLAN AND PENSION PLAN

WELFARE PLAN

The Employer shall pay one half (1/2) cost of maintaining the employee's benefits with the IBEW Health and Welfare Plan. The employer contribution amount is \$1.06/hour based on a fifty-fifty (50/50) shared cost with the employee. For further clarification the total is \$2.12/hour shared fifty-fifty between the employer and employee.

Part-time employees working less than twenty (20) hours per weeks shall be paid an additional one-dollar (\$1.00) per hour in lieu of Health and Welfare benefits.

For a more complete description of the present benefits contact DA Townley & Associates Ltd Suite 160 - 4400 Dominion Street, Burnaby, BC V5G 4G3.

PENSION PLAN

Effective January 1, 2012 the employer shall pay to the Electrical Industry Retirement Plan a contribution equally 6% of the regular wages of each employee covered by the Collective Agreement.

Annual Statutory Holidays shall not, for the purpose of determining the contributions, be considered as hours worked unless work is actually performed on such days.

Each actual overtime hour worked, including overtime on annual and Statutory Holidays, or travel time outside the regular work day, shall, for the purpose of Welfare and Pension contribution, be considered as two (2) hours.

GENERAL

Payments to the said Welfare and Retirement Plans shall be made by cheque, payable at par at the City of Vancouver, Province of British Columbia, to the Administrator of the IBEW Health and Welfare Plan, Suite 160 - 4400 Dominion Street, Burnaby, BC V5G 4G3. Payments shall be due and payable not later than twenty (20) days after the termination of the calendar month in which the hours were worked. The employer concerned will not only remain liable to the said Welfare Plan for the amount of any contribution not so paid, but shall be responsible for claim or benefits lost to the employee or employees by reason of the failure to make payment in the amounts and at the times provided herein. The Employer shall also forward a statement setting out the names of the employees in respect of whom such payments are made, and the amounts in respect of each employee and the hours worked by each employee during such calendar month, and each employee's Social Insurance Number. A copy of such statement shall be sent to the IBEW office, 101 Baker Street, Nelson, BC, V1L 4H1.

ARTICLE XVII – SEVERENCE PAY

17.01

An employee shall receive severance benefits calculated on the basis of the employee's rate of pay; two weeks for the first complete year of continuous employment with Sentinel Airport Logistics Ltd and one weeks pay for each additional complete year of continuous employment with Sentinel Airport Logistics Ltd. The Company will deposit earned severance entitlement on an annual basis into a severance Trust Fund that will be administered by the IBEW, Local 1003.

ARTICLE XVIII – TECHNOLOGICAL CHANGE

18.01

The provisions of the Canada Labour Code with respect to Technological change shall apply.

ARTICLE XIX – PAY DAYS

19.01

Employees shall be paid of a bi-weekly basis and shall be paid before the end of the shift on the Friday.

ARTICLE XX – DURATION

20.01

This agreement shall become effective on the 1st day of April, 2012 and terminated on the 1st day of April 2014. The provisions of this agreement shall remain in effect during the negotiations to amend or review until such time as a new agreement is concluded or the conditions of Section 89 of the Canada Labour Code have been complied with.

ARTICLE XXI – WAGES AND SALARY PROVISIONS

21.01

The wage rates are set out in Schedule “A” of this agreement.

SCHEDULES

Attached to and forming parts of the Agreement are the following schedules:

- “A” Wage Rates
- “B” Seniority
- “C” Work Schedule

SCHEDULE A – RATES OF PAY

	Apr1/16 +2%	Apr1/17 +2%	Apr1/18 +3%	Apr1/19 +3%
Site Supervisor	\$38.18	\$38.94	\$40.11	\$41.31
Airfield Technicians Journeyman Mechanic	\$34.27	\$34.96	\$36.00	\$37.08
Summer Student	\$18.50	\$18.50	\$19.00	\$19.00
Office	\$18.50	\$18.85	\$19.45	\$20.00

Where as, on an ongoing basis there is a requirement for the services of a Journeyperson Mechanic, a designated Airfield Technician/Equipment Operator with journeyperson credential will receive a \$1.00/hour premium for performing mechanical duties in addition to regular Airfield Technician/Equipment Operator duties. Effective April 01, 2015 the premium rate shall be increased to \$1.40/hour.

Where there is a requirement for a continuation of operations in the extended absence of the Project Supervisor, a designated Lead Hand, selected by seniority and qualifications, shall be appointed to ensure that day to day operations are performed. The Lead Hand will receive a \$1.50 per hour premium for the hours worked in addition to regular Airfield Technician/Equipment Operator duties.

If a temporary employee is assigned to a classification covered by this agreement he/she shall receive the wage rate for that position. If none of the listed classifications are applicable, the wage rate shall be set upon mutual agreement with the Union.

SCHEDULE “B” – SENIORITY

To be promulgated as per Article X.

SCHEDULE “C” – WORK SCHEDULES

To be promulgated by Project Supervisor