

COLLECTIVE AGREEMENT

BETWEEN:

AEROGUARD INC.

(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**HOTEL AND RESTAURANT EMPLOYEES AND BARTENDERS UNION
LOCAL 206**

(hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE 1 - PURPOSE

1.01 The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and its employees, to set forth all agreements concerning rates of pay, **hours** of work and working conditions to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent for all employees of Aeroguard Inc. employed at Winnipeg International Airport, excluding shift supervisors and those above.

2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.

2.03 Work covered by this Collective Agreement may be performed by supervisory personnel for instructional purposes, or in cases of unforeseen operating problems of a short duration, provided there is no displacement of personnel covered by this Agreement.

2.04 For the purpose of interpreting this Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 3 - UNION SECURITY

3.01 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees **uniformly** required of all other such applicants by the Union **Local**. Membership **shall not be** denied for reasons of discrimination as defined by legislation.

3.02 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.

3.03 The Employer shall deduct Union dues and initiation fees from the earnings of each employee bi-weekly, which shall be paid to the Union every four **(4)** weeks to coincide with two **(2)** bi-weekly pay periods.

3.04 The Union shall notify the employer in writing of the regular Union dues and initiation fees in effect from time to time.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:

(a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;

(b) to hire, transfer, lay-off, recall, promote, demote, retire, classify, assign duties, **dismiss**, suspend or otherwise discipline employees, provided that a claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement; and

(c) to determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.

4.02 The Employer reserves any and all of its prior rights which have not been modified, limited, restricted or released by specific wording elsewhere in this Agreement.

ARTICLE 5 - UNION REPRESENTATION

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

(a) A negotiating committee comprised of not more than three (3) employees, one of whom shall be Chief Steward, selected by the Union to **act** on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Employer; and

(b) The Union shall name **a** Shop Committee of not more than three **(3)** members, one of which shall be a part-time employee, who shall be employees of the Company covered by this Agreement.

Matters pertaining to the interpretation, administration or application of this Agreement shall be discussed and adjusted by the Employer and the Shop Committee who shall meet at least quarterly during normal Monday to Friday 9:00 a.m. to 5:00 p.m., working hours at a time that is acceptable to the Union and Management with a prepared agenda of matters to be discussed and adjusted. Only Shop Committee members, a Business Representative and/or an International Officer of the Union shall be present at meetings with the Employer.

Necessity for additional meetings shall be indicated by the party so requesting, providing an agenda of matters to the other at least three **(3)** days in advance of such meeting. The meeting will be held within the next five **(5)** days of the request.

5.02 The Union shall notify the Employer in writing of the names of the employees who are members of the negotiating committee and shop committees and the Employer shall not be required to recognize them until so notified.

5.03 The Union acknowledges that each member of the shop committee has regular work to perform and that he shall only absent himself from such work with the permission of his immediate supervisor and upon resuming his regular duties, he shall again report to his immediate supervisor. Each member of the shop committee shall not lose pay for time spent during his regular scheduled working hours performing the functions set out in Article 5.01(b).

5.04 The Employer shall keep the Union informed of the names of **all** the supervisors and Aeroguard management personnel the Union is expected to deal with.

5.05 The Union may designate and the Employer shall recognize four (4) Shop Stewards and an alternate for such work areas as shall be agreed by the parties to be reasonable and proper. The Union shall keep the Employer informed of the names of the Shop Stewards so designated.

5.06 All agreements, settlements and minutes arrived at by the parties during shop committee meetings shall remain valid for the life of this Agreement subject to any agreed upon amendments by the parties.

5.07 No employee shall be harassed or discriminated against by the Employer or its supervisors nor suffer any loss of seniority or employment because of membership or activity in the Union so long as such activities are not carried on during regular working hours except as permitted by this Agreement herein.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

6.02 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Aeroguard supervisor the opportunity to deal with his complaint.

6.03 Should any differences **arise** between the Employer and any of the employees as to the interpretation, application, administration, or **alleged** violation of the provisions of the Agreement that cannot **be** satisfactorily dealt with pursuant to Article 6.02, **an earnest effort shall** be made to settle such difference in the following manner:

6.04 **Step One**

Within four **(4)** days after the alleged grievance has arisen the employee, who may request the assistance of his Steward, shall present his **grievance** in writing, on a form agreed upon by the Employer and the Union, to the Aeroguard manager or his designee and if, within four **(4)** days from the time when such grievance was presented a decision satisfactory to the employee is not given then:

6.05 **Step Two**

Within five **(5)** days after the decision of Step One has been given, or should have been given, the shop committee shall present the written grievance to the Aeroguard manager, or his designee, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him or his designee. At the Step Two meeting, the Aeroguard manager, or his designee, may be accompanied by the manager's superior and/or such other assistants as he so desires. While the Business Representative of the Union may be present at the meeting, the company has the right to require his presence at the meeting. The Aeroguard manager, or his designee, shall give a decision in writing on behalf of the Employer within ten (10) days immediately following the date of such meeting.

6.06 **General Provisions**

In the event that two **(2)** or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance.

6.07 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Aeroguard manager, or his designee, shall schedule a meeting between the Business Representative and the Employer representatives designated for that purpose, to be held within twenty (20) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of such meeting. If no settlement is reached the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

6.08 The Employer shall, from time to time, notify the Union in writing of the names of the Employer representatives and designated alternates appointed for purposes of the grievance procedure.

6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.

6.10 Any and all the time limits set forth in Article 6 or Article 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

6.11 **Dismissal and Suspension**

If the Employer determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and a member of the shop committee within two (2) days of the action.

6.12 If an employee, who has acquired seniority, believes that he has been dismissed or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the member of the shop committee. If a suspension is grieved the Employer may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.

ARTICLE 7 - ARBITRATION

7.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to arbitration by notice in writing by one party to the other within ten (10) days from the decision of the Employer under Article 6.05 or 6.07 or the Union under Article 6.07. The notice shall contain the name, address and phone number of the party's proposed Arbitrators.

7.02 The recipient of the written notice, referred to in Article 7.01, shall notify in writing the other party, within ten (10) days after notice has been given, as to the name and address of its proposed Arbitrators. The parties, within fifteen (15) days of the second notice, shall endeavour to agree upon an Arbitrator, but if the parties are unable to agree upon an arbitrator within the fifteen (15) day period, then either party may request that the Minister of Labour make such appointment.

7.03 Subject to Article 6.06, each grievance submitted to arbitration shall be heard separately.

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

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

7.06 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.

7.07 Arbitrators shall be heard at a place convenient to Winnipeg International Airport

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

ARTICLE 8 - DISCIPLINE

8.01 **An** employee must be advised of any written report on his personnel file and shall have a right to reply to such written report. Such reply shall become a part of the employee's personnel file so long as such written report remains in the file. Employees shall have the right to see their personnel file, during Monday to Friday normal office working hours 9:00 a.m. to 5:00 p.m., upon request once each six (6) months.

8.02 Observation complaints, memorandums, reminders, etc. issued to an employee in connection with **his** work performance shall not become a part of the employee's discipline record.

8.03 Disciplinary letters shall be removed from an employee's personnel file after a period of one (1) year from date of issue and shall not be used in any disciplinary matters including arbitration once such letters are removed, provided such employee's file is clear of any reprimands or warnings on the same issue for one (1) year period.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

9.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Union agrees that there shall be no strike, stoppage, slow-down or restrictions of work or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slow-down or restriction of work or service.

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

ARTICLE 10 - SENIORITY

10.01 The seniority of an employee means the length of his continuous service with the Employer since the date of his last hiring by the Employer, in the Winnipeg International Airport in which he works, except as expressly provided herein.

An employee's Executive Security Ltd. seniority is to be recognized (in addition of Aeroguard Inc. seniority from April 7, 1995) for all purposes except pay rates.

10.02 The seniority of an employee shall be completely lost and he shall be automatically terminated if he:

- (a) quits; or

- (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or
- (c) is absent from work for three (3) or more consecutive days without notifying the manager or his designee unless he gives a reason satisfactory to the Aeroguard manager or his designee for his failure to so notify the company; or
- (d) is absent from work due to illness or injury for a period of fifty-two (52) weeks or less without providing the Aeroguard manager or his designee with a medical certificate from a qualified medical practitioner, upon his return to work, certifying that the employee was incapable of working due to such illness or injury for a specified period of time which coincides with the employee's absence from work. The Employer may require a medical certificate from another doctor. In that event the Employer shall pay the costs of obtaining same; or
- (e) is laid off for a period in excess of twelve (12) months; or
- (f) is absent due to illness or injury for a period in excess of fifty-two (52) weeks; or
- (g) fails to notify the manager or his designees of his intention to return to work within five (5) days of being give notice of recall under Article 10.06 or fails to return to work on the date of recall as set out in the notice of recall; or
- (h) works for another employer while absent from his employment with the company except while on lay-off; or
- (i) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (j) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Aeroguard manager or his designee is given.

10.03 The Employer shall post seniority lists for full-time and part-time employees, showing the seniority of each employee, twice per year on April 1st and November 1st. **An** employee shall have thirty (30) days to challenge the applicable seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

10.04 The Employer will provide the Union with the current seniority lists showing each employee's seniority date, current on-file address, classification and rate of pay, on November 1st of each year.

10.05 In any case of reduction in force, the Employer shall consider the following two (2) factors in determining which employee shall be laid off or recalled:

- (a) the seniority of the employee concerned; and
- (b) the availability and attendance record of the employee.

When factor (b) is to all intents and purposes equal as between two (2) or more employees then seniority shall be the determining factor. Part-time employees will be laid off first. Where seniority dates are equal, the employees' surname in alphabetical order shall be the determining factor.

Lay-Off

In all lay-off cases, the employee who has the least seniority in the concerned employee group is the first to be laid off, recall shall be in reverse order, provided that the employees who remain at work can perform normally the work of the concerned employment classification. Any laid off full-time employee has priority of employment over any part-time employee or probationary employee.

Except under circumstance beyond one's control, when laid off, the employees shall receive a written notice of at least seven (7) days. Such notice need not be forwarded to the probationary employees

10.06 Notice sent by registered ~~mail~~ to the most recent address on the employee's employment file or provided in person shall constitute proper notice. It shall be the responsibility of the employee to inform the Employer of his current address by registered mail or in person provided written acknowledgement is retained by said employee.

10.07 Prior to hiring new full-time employees the Employer shall give preferences to permanent part-time employees desiring full-time jobs by seniority. Such desire shall be indicated by the employee filing a written request for same with the Employer.

Definitions

A part-time employee is an employee who regularly works twenty-four (24) hours or less in a week. A full-time employee is an employee who regularly works more than twenty-four (24) hours in a week.

Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has been employed for three hundred and sixty (360) working hours or ninety (90) calendar days whichever comes first at which time he shall become entitled to seniority dated from his last hiring with the employer. The Employer shall have the right to dismiss a probationary employee for any reason and such dismissal shall not be the subject of a grievance under Article 6 or Article 7 of the Agreement.

In cases of sickness or accident, the probationary period shall be suspended until the employee returns to work.

10.08 In the event that the Employer during the life of this Agreement obtains work outside its contract with the carriers, the employer shall assign this work on the basis of seniority from amongst the employees willing to do this work.

10.09 In the interim period the Employer may assign employees to fill the jobs.

10.10 When the Employer obtains the above type of jobs the employer will post for all employees to see, the title, description and work hours required and to whom the job application is to be submitted. Such posting will be four **(4)** calendar days. Employees may then advise the employer of their desire and the employer shall assign from amongst those applying, in order of seniority. In the event insufficient numbers apply then the Employer may assign employees to such jobs.

10.11 The Employer will inform the Union of all such assignments.

10.12 The Employer agrees to recognize seniority in filling vacancies, lay-off and recalls: and filling new positions.

10.13 Should a position become vacant, employees working in the scope of the Collective Agreement will be advised of the vacancy and the opportunity to apply for the same by way of notification posted on the bulletin board in a conspicuous area. Seniority will be the determining factor when selecting.

10.14 If a part-time employee becomes a full-time employee, that employee shall be placed at the bottom of the full-time seniority list. If a full-time employee becomes a part-time employee, that employee will be placed at the top of the part-time seniority list.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 The Employer may grant a leave of absence without pay for a period not exceeding thirty (30) days to an employee provided that:

- (a)** the employee gives notice in writing to the Employer of his request for a leave of absence at least fifteen (15) days prior to the proposed commencement of the leave of absence; and

- (b) in the judgement of the Employer, the proposed leave of absence ~~can~~ be arranged without undue inconvenience to normal operations.
- (c) no more than two (2) employees may be absent at one time and not more than once a year.
- (d) **An** employee may apply for a leave of absence in conjunction with a vacation period.

Leaves of up to **six (6)** weeks may be granted without loss of seniority, subject to the company's operational requirements. Such leave shall not be unreasonably withheld and the parties shall cooperate with each other in the implementation of this clause.

Written application for such leave shall be made a minimum of four (4) weeks prior to the requested period and not more than eight (8) weeks in advance and shall be allowed on a first come, first served basis for the requested period.

Such leave shall be approved or denied within seven (7) days of the request.

11.02 Applicants must indicate, on forms provided by the Employer, the reason(s) for their leave of absence and the expected dates of departure and return when giving notice of their request for a leave of absence.

11.03 The Employer shall notify in writing both the applicant and the Union of its decision within seven (7) days after the request was made by the employee to the Employer.

ARTICLE 12 - BEREAVEMENT LEAVE

12.01 A non probationary employee employed by the Employer **will** be granted a leave of absence during the three (3) days immediately following the day of death of a member of his immediate family. If one (1) or **more** of the three (3) days would have been the employee's regular scheduled **work day(s)**, the employee will be paid for the **day(s)** at his regular basic hourly rate. "Immediate Family" shall include the spouse, parent, child, brother, sister, mother-in-law, and father-in-law. The employer may grant an additional leave of absence of seven (7) days without pay if the funeral occurs outside of a five hundred (500) mile radius of the City of Winnipeg, and in the judgement of the Employer, such leave of absence can be arranged without undue inconvenience to normal operations. The Employer may require proof of death or burial.

12.02 If an employee is notified of a death in his immediate family, he shall be relieved from duty and paid for the balance of his **shift**.

ARTICLE 13 - LEAVE OF ABSENCE FOR UNION BUSINESS

13.01 The Employer may grant leave of absence without pay to not more than two (2) employees and an alternate for a combined total period not exceeding sixty (60) days in any calendar year to represent the Union at conventions, seminars and education classes provided the Employer is given fifteen (15) days advance notice in writing **by the Union** and in the judgement of the Employer such leave of absence can be arranged without undue inconvenience to normal operations.

13.02 The Employer may grant a leave of absence without pay to those members of the grievance committees for the **purpose of** preparing for arbitration under **Article 7** or other Union business provided the Employer **is** given at least five **(5)** days advance notice in writing by the Union.

13.03 The Employer may grant a leave of absence without pay to members of the Union's negotiating committee for purposes set out in Article 5.01(a) provided the Employer is given at least five **(5)** days advance notice in writing by the Union.

ARTICLE 14 - MATERNITY LEAVE

14.01 Maternity leave and leave for child care shall be in accordance with the Canada Labour Code.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The standard hours of work for which each employee shall receive his regular basic hourly rate shall be eight (8) hours including a thirty (30) minute paid lunch break in a day and forty (40) hours in a week, including paid lunch breaks. Paid lunch breaks shall not be included in the computation of the overtime hours of work.

15.02 For the purpose of Article 15.01, a day shall commence at the start of an employee's shift and shall end twenty-four **(24)** hours later. A week shall commence at 12:01 a.m. Monday and end at 12:00 midnight on Sunday.

15.03 All employees are entitled to two **(2)** consecutive days off in each week.

15.04 (a) Generally there shall be no split **shifts**. However, **shifts** may be split if the employee or employees requested to work the split shifts voluntarily agree to do so. Employees voluntarily agreeing to **work** split **shifts** shall be bound to work split **shift** schedules **as** designated by the Employer while such agreement is in effect.

(b) **Shifts** may be split on the following basis:

(i) Employees shall not be required to work a split **shift** when the finishing time of which is more than twelve (12) hours after the starting time;

(ii) **Shifts** can only be split once;

(iii) Split shifts will be offered to the most senior employee, if none agree the employer will select in the order of reverse seniority, the employer will first offer to employees who have not attained the regular hours of forty (40) hours in the week.

(iv) Minimum shift - four (4) hours.

15.05 Employees shall be entitled to a thirty (30) minute paid meal break plus two (2) fifteen (15) minute paid coffee breaks at mutually agreeable times during each day. Employees shall be entitled to one (1) additional fifteen (15) minute break for every two (2) full hours of overtime worked. Scheduling of breaks shall be at the discretion of the **shift** supervisor.

15.06 The Employer shall post work schedules at least seven (7) calendar days in advance of the implementation of the work schedule with a copy to the Shop Stewards. The Employer, however, may change posted work schedules due to unforeseen circumstances in which case the Employer must contact the employee(s) concerned at least forty-eight (48) hours before such change except in case of emergency or unforeseen circumstances.

15.07 The Employer Will fairly distribute shifts to a maximum of forty (40) hours on the basis of seniority, beginning with the most senior employee.

15.08 The Employer will schedule employees to the maximum of forty (40) hours per week before allocating any casual or part-time work if schedules allow for forty (40) hours.

15.09 All hours worked in excess of the standard hours of work referred to in Article 15.01 shall be paid at the rate of one and one-half (1 1/2) times the employee's regular basic hourly rate.

Employees will be provided up to five (\$5.00) dollars for a meal (receipts required subsequently) when required to work unscheduled overtime, without advance notification, beyond two (2) hours of overtime.

15.10 Each employee is expected to work a reasonable amount of overtime if requested to do so by the Employer and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Employer and the employee.

When overtime work is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime, the reverse seniority shall apply until enough employees are working to cover the shift.

15.11 The Employer shall distribute available overtime on an equitable monthly basis amongst employees where practical.

15.12 Inasmuch as possible, the Manager or his authorized representative shall endeavour to grant shift changes between two (2) employees, the whole subject to the following conditions:

- (a) that the change be requested in writing on a form provided for such purpose by the Employer and signed by the two (2) employees involved at least three (3) days in advance;

- (b) that the two (2) work shifts be scheduled within the same work week;
- (c) that the changes in work shifts not result in the payment of any overtime;
- (d) that the change in work shifts not harm operations;
- (e) that any debit or credit in salary caused by any reason whatsoever (ie. late arrival for work or payment of a statutory holiday) be attributed to the employee who actually performs the work.

15.13 An employee who reports for work as scheduled is entitled to four (4) hours pay if no work is available and he has not been advised in advance except in cases beyond the Employer's control.

ARTICLE 16 - VACATION WITH PAY

16.01 All employees shall be entitled to an annual vacation with pay based on continuous employment with the Employer as of every year, in accordance with the following:

- (a) An employee with zero (0) to five (5) years shall receive a two (2) week vacation with pay equivalent to the four percent (4%) of his gross earnings for the preceding year, pursuant to his employment with the Employer.
- (b) An employee with more than five (5) years shall receive a three (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding year, pursuant to his employment with the Employer.
- (c) An employee with more than eight (8) years shall receive a four (4) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding year, pursuant to his employment with the Employer.

This clause (16.01c) will take effect April 1, 2001

16.02 "Vacation year" means the twelve (12) month period between May 1st and April 30th. For the purposes of vacations in a year, calculations of continuous employment with the Employer and gross earnings shall be made as of April 30th of that year.

16.03 All employees shall receive their vacation pay on the pay preceding their vacation.

16.04 Vacations Will be granted and taken at such times as the Employer finds most suitable considering the efficiency of its operations, the wishes of the employees and their seniority. However, an employee will be granted his vacation not later than ten (10) months following February of the year for which the vacation was given.

16.05 Vacation application forms will be available from the Employer at all times of the year for vacation selections. The employee(s) shall have his selection in by March 1st and the Employer shall prepare and approve the schedule by April 1st.

ARTICLE 17 - PAID HOLIDAYS

17.01 For the purpose of the Agreement, the following days are recognized as paid holidays for employees who have completed their first (360) hours of employment with the Employer:

<i>New Year's Day</i>	<i>Good Friday</i>
<i>Victoria Day</i>	<i>Canada Day</i>
<i>Labour Day</i>	<i>Thanksgiving Day</i>
<i>Remembrance Day</i>	<i>Christmas Day</i>
<i>Boxing Day</i>	<i>Civic Holiday</i>

17.02 The parties may agree to designate a day other than the calendar day for the observance of a paid holiday provided that when an alternative day is so designated the provisions of Article 17 shall apply to the alternative day and not the calendar day of the holiday.

17.03 No employee is eligible to be paid for a holiday on which he does not work when he is not entitled to wages for at least fifteen (15) working days during the thirty (30) calendar days immediately preceding the holiday.

17.04 An employee who qualifies for holiday pay in accordance with 17.03 above, and if asked, volunteers not to work on any of the above holidays, is not required by the Employer to work on any of the above holidays and shall be paid the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of work.

17.05 An employee who qualifies for holiday pay in accordance with Article 17.03 and is required by the Employer to work on any of the above holidays, shall be paid one and one-half (1 1/2) times his regular basic hourly rate for time worked on such holiday in addition to his pay under Article 17.04.

17.06 If any of the above holidays are observed by the Employer while an employee is on a scheduled vacation or on his regular day off, the Employer shall compensate the employee on the following basis:

(a) Payment for the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of work; or

(b) A day off with pay, in accordance with (a) above, in lieu of the holiday. Such day may be taken in conjunction with his vacation or at some other mutually agreeable time.

17.07 No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled unless absence is due to verifiable illness, disability, or authorized leave of absence.

ARTICLE 18 - WAGES

18.01 The Employer and the Union agree that the scale of wages, set out in Appendix "A" attached hereto, shall be maintained during the term of the Agreement.

ARTICLE 19 - FRINGE BENEFITS

19.01 The Employer shall pay for all Company or Government requested medical, licenses, training or bonding in order that there be continued employment.

19.02 Uniforms

The Employer will provide at it's own expense all parts of the Uniform which it requires employees to wear, except for belts and socks. Those parts of employee uniforms provided at the Employer's expense shall remain the property of the Employer. A shoe allowance of fifty (\$50.00) dollars for all employees shall be issued upon completion of the probationary period and each year thereafter.

i) Full-time employees shall be issued two (2) shirts upon employment and one (1) additional shirt each three (3) months thereafter to a maximum of four (4) shirts (short or long sleeves at employee's option). Part-time employees shall be issued two (2) shirts upon employment and one (1) additional shirt each ~~six~~ (6) months thereafter to a maximum of three (3) shirts (short or long sleeves at employee's option).

ii) Full-time employees shall be issued two (2) pairs of pants upon employment and one (1) additional pair at (6) months. Part-time employees shall be issued one (1) pair of pants upon employment and an additional pair after twelve (12) months.

iii) Upon completion of the probationary period, upon request employees shall be allowed to have their uniforms, where necessary, tailored and upon receipt the employer shall reimburse the employee's expense. The Employer **may** designate the tailoring **firm** to be used.

iv) Full-time and part-time employees shall be required to **maintain** their uniforms in a condition acceptable to the Employer.

To offset the cost of such regular cleaning the Employer shall pay to each full-time employee the sum of ten (\$10.00) dollars per four **(4)** week period and to each part-time employee seven (\$7.00) dollars per each four **(4)** week period, no receipts required.

v) Additional miscellaneous parts of the uniform, ie. ties, epaulettes, sweaters shall be issued to the employee upon request. Extras to be maintained at the work place.

19.03 The Employer will contribute to an employee benefit plan (provided by the Union) in the following manner:

- a)** for employees who have been employed by the Employer (Aeroguard Inc.) for more than six continuous months, and regularly work more than twenty-four **(24)** hours or more per week, an amount equal to the premium on the Union extended health care plan based on an average of \$8.25 per pay period (ie. \$16.50 per two bi-weekly periods) in year one and year two of this agreement.
- b)** for employees noted in 19.03(a), Aeroguard Inc. will then increase this \$8.25 per pay per employee to **\$10.25** in year three, then to **\$12.25** in year four, then to **\$14.25** in year five of this agreement.

Such contributions will be paid by the Employer to the Union every four **(4)** weeks to coincide with two **(2)** bi-weekly pay periods.

- c) In addition to the above group benefits, Aeroguard Inc. agrees to provide Life and AD & D Insurance (\$25,000.00 limit) and Dependant Life (\$5,000.00 limit) through it's current benefit provider London Life/Great West Life. The current monthly cost of these benefits is \$7.15. The employer will cost share this amount (including future increases) with the employees on a 50-50 basis.

ARTICLE 20 - GENERAL

20.01 Payday will be every second Thursday according to Employer's pay schedule.

20.02 The Employer will not prohibit the wearing of the current Union button.

20.03 The use of rubber gloves will be at the employees discretion when the employees are required to conduct a hand search.

20.04 The Employer will continue to provide existing change facilities for **all** employees providing they are made available by Winnipeg Airport Authority.

20.05 The Employer will continue to supply existing meal facilities for the employees to partake in meal or coffee breaks away from his **work** area providing they are made available by Winnipeg Airport Authority.

If conditions change in Article 20.04 and 20.05, the Employer will immediately meet with the **Union** to discuss alternate arrangements.

20.06 Persons not covered by this Agreement except in cases of emergency shall not perform work that is normally performed by the employees of the Bargaining Unit.

ARTICLE 21 - BULLETIN BOARD

21.01 The Union will provide a bulletin board and will provide a key to the Chief steward and the site manager. The parties agree that only notices that are signed by a Union official and approved by the Employer will be posted on the bulletin boards.

ARTICLE 22 - TERM

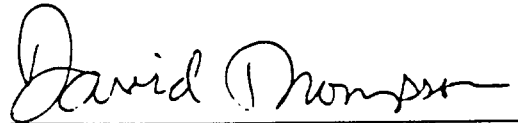
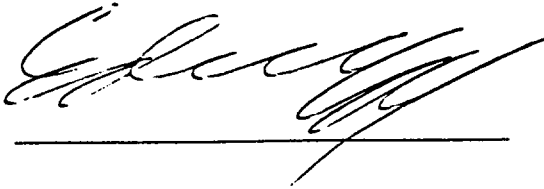
22.01 The Agreement shall become effective as of the date of ratification and shall remain in effect until March 31, 2004.

22.02 Either party, during three (3) months prior to the expiry of the Agreement, shall give notice in writing to the other party of its desire to commence negotiations for the renewal of the Agreement.

DATED this 11th day of June A.D., 1999.

**HOTEL AND RESTAURANT EMPLOYEES
AND BARTENDERS UNION, LOCAL 206**

AEROGUARD INC.



APPENDIX "A" - WAGES

Hours Worked	April 1/99- March 31/00	April 1/00- March 31/01	April 1/01- March 31/02	April 1/02- March 31/03	April 1/03 - March 31/04
Start to 1040	\$ 6.40	\$ 6.40	\$ 6.50	\$ 6.60	\$ 6.75
1041 to 2080	\$ 7.15	\$ 7.15	\$ 7.25	\$ 7.35	\$ 7.50
2081 to 4160	\$ 7.53	\$ 7.62	\$ 7.72	\$ 7.82	\$ 7.97
4161 to 6240	\$ 8.43	\$ 8.52	\$ 8.62	\$ 8.72	\$ 8.87
6241 -	\$ 8.73	\$ 8.82	\$ 8.92	\$ 9.02	\$ 9.17

Start rate will be no less than the **minimum** wage in effect in the Province of Manitoba

Designated Supervisors

Union members acting in a supervisory capacity will earn a premium of fifty cents (\$0.50) per hour above their regular pay rate. To be eligible for the premium, the union member must act in a supervisory capacity for a period of two (2) hours or more at the request of a supervisor or above.

Union members will be selected to act as Designated Supervisors based upon their seniority and qualifications. Where qualifications are equivalent, seniority will prevail.

The employer will provide and incorporate the rules and regulations with the Collective Agreement.

APPENDIX "B" - SIGNING BONUS

Employees on the payroll at the date of ratification with Aeroguard Inc. shall receive a signing bonus of fifty (\$50.00) dollars upon ratification of the Collective Agreement.