

COLLECTIVE AGREEMENT

BETWEEN:

GARDA

AND:

TEAMSTERS LOCAL UNION NO. 213

April 1, 2006 - March 31, 2009

DON MCGILL
Secretary-Treasurer

13592 (01)

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(e) Definitions

Permanent employee - an employee that holds a position on a continuous scheduled basis. A continuous schedule is deemed to be one that repeats over not less than 6 months.

Casual employee - hired and trained to cover vacancies that may occur due to sickness, vacation, unpaid time off, training, staff contingency plans due to irregular operations etc. Seniority will be accumulated within the group based upon date of hire. They do not hold a regularly scheduled shift.

Base Administrator duties:

As a working administrator, the Base Administrator is the Point Leader in charge of the base. All other staff including Point Leads report to this position. The Base Administrator represents GARDA with other agencies within the airport and community.

In addition to the duties of the Point Lead, the Base Administrator will be responsible for the following:

- Conduct interviews for prospective new staff.
- Make recommendations for hiring and promotion
- Conduct hearings at the First level in the grievance process and make recommendations for discipline.
- Responsible for the overall operation of the base on behalf of GARDA
- Represent GARDA at any security related meetings at the Airport
- Facilitate staff meetings

Point Lead

Screening officer responsible for monitoring the work of the Screening Officers and the screening operations at a screening checkpoint. Part of the monitoring duties include conducting performance appraisals, providing feedback to screening officers and ensuring all aspects of the Standard Operating Procedures (SOP) and Company Policy manual are adhered to.

ARTICLE NO. 2 - DURATION of AGREEMENT *

This Agreement shall be in full force and effect from April 1, 2006 to and including March 31, 2009, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement or a new collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective Agreement.

The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whoever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that when he does hire new employees, who are not referred by the Union, the Employer shall have such new employees fill in the required Union Membership cards, which will be supplied to the Employer by the Union, and mail same in to the Union office, as soon as possible.

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

- (c) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee. The Employer shall be held harmless from any action resulting from such dismissal.

ARTICLE NO. 4 - DEDUCTION OF DUES

- (a) The Employer shall, by the twentieth (20th) day of each month, mail to the Union, a list containing the names of all employees who have left their employ since the previous check off was remitted, in addition to the names of all new employees hired during the preceding check off month. The Union shall then immediately send the Employer a current check off list based on that information supplied by the Employer.
- (b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount along with the employee's name will be added to the Union check off before same is mailed to the Union. The Employer will deduct the Initiation Fee from employees after they have completed ninety (90) calendar days of employment.
- (c) All employees referred to above will be required to sign authorization for the check off of initiation fees, Union dues, fines, and assessments, which may be levied by the Union, in accordance with the Constitution and/or By-Laws.
- (d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, such initiation fees, dues, fines, or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of the following month and shall be accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the

Secretary-Treasurer of the Union that such fees, dues, fines and assessments were levied in accordance with the Union's By-Laws,

- (e) The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent him by the Union.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

The Company shall have the right to hire, promote, discipline, demote or discharge employees for proper cause consistent with the Collective Agreement.

The Union recognizes the exclusive right of the Employer to manage and direct the Company's business in all respects, in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union and employees. The employee shall sign a confirmation that he has received a copy of the Company's rules and regulations, and that he understands their meaning.

Wherever possible, all rules and procedures are to be detailed in writing, notwithstanding daily operational instructions.

ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES, and LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee from the base be absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When the requirements of the Employer's service will permit, any employee hereunder, upon written application to the Employer (with a copy to the Union) may if approved by the Employer be granted a Leave of Absence in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leave the employee shall retain and accrue seniority only.

Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the Employer and the Union (in writing), and seniority shall accrue during such extension.

Any employee hereunder on Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority rights and his name will be stricken from the Seniority List and he shall no longer be considered an employee of the Employer. an employee requesting

Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave before returning to work. Any violation of this provision will be subject to disciplinary action.

An employee, who goes to work for the Local Union that represents the employee in his bargaining unit, may apply for a Leave of Absence from the Employer for a period not to exceed ninety (90) days. Such Leave will not be unduly withheld and when granted, the Employer will do so in writing with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the ninety (90) calendar days, the employee must return to his former position or relinquish all seniority rights with the Employer.

- (d) When an employee suffers an injury or illness, which requires his or her absence, they shall report the fact to the Employer, as soon as possible, prior to their actual starting time, so adequate replacement may be made, if necessary. The reporting of such should be not less than a minimum of: two (2) hours for day shifts, four (4) hours for afternoon shifts, prior to starting time. Repeated failure to comply may result in disciplinary action being taken by the Company. Employees must keep the Employer notified of correct address and phone number at all times.
- (e) Bereavement Leave - In the case of death in the immediate family, upon notification, the employee affected shall be granted the following Leave of Absence: three (3) regular scheduled work days leave with pay immediately following the day of death of a member of his immediate family. Immediate family consists of the spouse of the employee, including a common law spouse, mother, father, sister, brother and children of the employee, the father in law and mother in law of the employee, grandchildren and grandparents of the employee. Proof of death may be required, if requested by management. The Company will not require any person already on bereavement leave to report for work during that bereavement period.
- (f) All time lost by an employee on his regular work day due to necessary attendance on any Court proceedings where subpoenaed as a witness or juror, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from witness duty, he or she shall be returned to the job classification and pay rate they were on prior to such duty. All witness payments received by the employee from Courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to his regular assignment that he was on prior to being summoned or subpoenaed either during a break in the Court proceeding or the completion thereof. No employee's work week or shift shall be changed to avoid payment as set out above,

In the event of an employee being subpoenaed to attend court, on their day off, on Company related business only, the Employer will reschedule that employee's shift.

ARTICLE NO. 7 - SHOP STEWARDS

- (a) There shall be Shop Stewards appointed or elected, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Point Leader, who shall promptly

deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement, The Shop Steward shall report to the Union Officers any violations of this Agreement.
- (c) The Employer will recognize the Shop Steward(s) selected in accordance with the Union rules and regulations as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- (a) All uniforms will be supplied by CATSA, and shall be without cost to the employee. The uniform shall be distributed and worn as prescribed in the Standard Operating Procedures of CATSA. No deviations to the policy will be allowed without express approval of management.
- (b) The Company will provide a clean and adequate lunchroom for its employees subject to space availability. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition after use.

ARTICLE NO. 9 - CONFLICTING AGREEMENT

- (a) The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or any statute of the Province of British Columbia or Canada. Any such agreement will be null and void.
- (b) The Employer, party to this Agreement, shall not use another limited company or device to avoid the conditions of this Agreement and all time worked by any person who, at any time, works for the Employer, party hereto, shall be paid on the basis of the conditions as set out in this Agreement regardless of who the Employer hereto states employed such person for a portion of the total hours worked by such person. In short, the Employer party hereto agrees that he accepts the sole responsibility for all time worked by persons on his payroll and will not use a subsidiary or allied company to circumvent the terms of this Agreement.

ARTICLE NO. 10 - TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

ARTICLE NO. ■■- GRIEVANCE PROCEDURE

- (a) Any grievance of a disciplinary nature shall first be taken up between such employee and the employee's Company representative. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:
Termination or layoff - ten (10) days
All others - thirty (30) days

- (b) Failing settlement under (a) above, such grievance shall be taken up between a Company representative and a Shop Steward or Local Union Representative. 11 (b) must be completed within ten (10) calendar days from the completion of (a) above.
- (c) Failing settlement under (b) above, such grievance and any question, or controversy that is not of a kind that is subject to (a) and (b) above, the grieving party shall reduce the grievance to writing and it will be referred to and taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union and two (2) representatives of the Employer, appointed by an officer of the Employer. Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized; that any settlement arrived at by the Board on a specific Grievance shall be final and binding. Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, (c) must be completed within ten (10) calendar days from the completion date of (b) above.

In all such grievance procedures, the Union Representative shall act in the capacity of Chairman of the meeting and the Representative of the Employer shall act in the capacity of Recording Secretary.

All copies of all Minutes shall be signed and dated by both the Union and the Employer.

- (d) Failing settlement under the above Steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case, Failing to agree upon a neutral person, the Department of Labor will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the two Parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Employer.

ARTICLE NO. 12 - PAY DAY and PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis and dates will not be altered without consent of the Union.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked at time and one-half (1/2) the rate of wages applicable, accrued vacation amounts (in dollars) and all deductions made from the gross amount of wages.

Payment of wages will be made by direct deposit to the employee's bank account.

- (c) Any error in payroll calculation by the Employer, of twenty five dollars (\$25.00) or more, shall be paid to the employee within seventy-two (72) hours (3 business days excluding Saturdays, Sundays and Statutory Holidays) of the error being brought to the attention of the Company representative. All pay adjustments will be explained in full. Should the employee be overpaid, the employee shall be advised by the Company. The overpayment will be recovered over a period mutually agreed to provided no undue hardship applies to the employee.

ARTICLE NO. 13 - ANNUAL VACATIONS

- (a) Employees who have previously completed or subsequently complete one (1) calendar year as an employee shall receive two (2) weeks' vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation. A calendar year shall be twelve (12) months from the date an employee commenced work.
- (b) Employees who have previously completed or subsequently complete four (4) years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year of service dating from their anniversary date, prior to receiving said vacation.
- (c) Employees who have previously completed or subsequently complete eight (8) years continuous service as an employee and thereafter as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for that calendar year of service dating from their anniversary date, prior to receiving said vacation.
- (d) Employees at their option shall have the right to split their vacation into separate periods, consisting of a minimum of one (1) week at a time. However, the Employer will do its utmost to co-operate with any employee's vacation requirements where extenuating circumstances exist.

Definition: one week is seven calendar days.

- (e) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of one thousand (1000) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. If on leave of absence, but excluding sickness or compensation, vacation pay shall only be at the percentage rate applicable to such employee that year and not on weekly earnings.
- (f) In the event that an employee leaves the employ of the Employer before he is entitled to two **(2)** weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (g) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), or eight percent (8%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (h) The employee must request vacation pay three (3) weeks prior to the scheduled vacation, and the Employer shall pay such vacation pay by direct deposit on the regular pay period.

The Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.

- (i) Annual vacation must be taken between April 1 and March 31 of the current contract year, and may not be carried over to the following year.
- (j) Vacation lists shall be posted February 1 of each year, and employees shall designate their choice of vacation time before April 15. If an employee fails to designate his choice of vacation time on such listing, while posted, vacation time shall be granted in seniority by the Employer. The Employer shall post the final vacation schedule by May 15, and it shall remain posted for the balance of the year. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Employer and the employee concerned.
- (k) No more than one person may be away on vacation from the base at any one time unless by mutual agreement and subject to operational requirements.

ARTICLE NO. 14 - GENERAL HOLIDAYS

- (a) The following and all additional days as may be declared by the Federal and/or Provincial Government shall be recognized as General Holidays:

New Year's Day	Remembrance Day	Good Friday
Labor Day	Christmas Day	Victoria Day
Thanksgiving Day	Boxing Day	Canada Day BC Day

- (b) Employees must be entitled to wages for at least 15 days during the 30 calendar days preceding the holiday in order to be eligible for holiday pay. (Canada Labor Code.)
 - (i) If scheduled to work, pay is regular straight time pay plus time and one-half for hours worked.
 - (ii) If not scheduled to work, pay, is straight time for average daily hours during the previous 21 days OR an additional day off with pay at a time that is mutually agreeable to the employee and the company. If the employee desires a day off in lieu he must notify the Employer prior to the end of the pay period during which the Statutory Holiday occurs.
- (c) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday between 12:01 a.m. and 12:00 midnight shall be considered as worked on a General Holiday for each individual employee.

ARTICLE NO. 15 - SENIORITY and PROMOTIONS

- (a) Where two or more persons of equal qualifications and abilities apply for a position, seniority will apply in the appointment of the new job or vacancy. The Company reserves the right to determine and apply standards for the qualifying process. Point Leaders, who remain such for a ninety (90) calendar day period, five hundred and twenty hours (520) may not be demoted in rank or in pay unless for just cause and such Point Leader has had recourse to the Grievance Procedure.
- (b) Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during a layoff process. Permanent employees shall be given preference over Casual employees for available work, and no Casual employee will be given work unless all regular permanent employees are working, or permanent employees, when called to cover a vacant shift are unable to do so.
- (c) Any employee promoted to any position outside of the bargaining unit who at a later date proves to be unsatisfactory for any such position or there is a reduction in staff of the department may be reinstated to his former position without loss of his seniority, provided this occurs within one hundred eighty (180) calendar days of the promotion.
- (d) The Employer shall provide the Union with a separate seniority list for permanent and casual employees (**2** lists) giving names of employees and date they commenced employment, (first day of training) immediately after signing of this Agreement and each four (**4**) months after that, and shall also post a copy of the seniority list in the ready room and add any new employees and delete those that leave.

Any employee wishing to protest seniority must do so within thirty (30) days of the posting of the seniority lists.

- (e) GARDA Staff transferring in to a base will assume the last seniority position in the base. Their base seniority will begin on their first day on the job. They will retain their original date of hire for vacation accrual (but not bidding) and wage progression.
- (f) The Company agrees that when a Base Administrator, Preboard Screener or Point Lead, who has a permanent assignment leaves the employ of the Company, all employees then on-the payroll shall be informed by a notice posted at the work location that there is a vacancy. Any employee then on the payroll shall have the right to apply within seventy-two (72) hours (3 business days excluding Saturdays, Sundays and Statutory Holidays) of such postings, in writing for such vacancy. For Point Leaders needed on a short term temporary basis, i.e. to cover sickness, vacation, etc. Management will select a replacement from a pool of employees solely at their discretion.

There shall only be one (1) change of duty involved in each vacancy created by an employee leaving the employ of the Company.

- (g) Each new employee will be required to complete a probation period of not less than 90 days. Probation will commence on the first day of On-the-Job training. The Company shall have the right to discontinue the employment of any employee during the probation period.
 - (i) If the said employee is unsuited to the type of work, this being determined after one (1) or more postings;
 - (ii) If the employee submits willful erroneous information on a sworn statement (application form) and if such erroneous information is in serious conflict with the aims and obligations of the Employer's business;
 - (iii) if the said employee has a record of criminal conviction.
 - (iv) if the said employee fails to meet the training and testing requirements as outlined in the CATSA SOP.
 - (v) The Employer reserves the right to discontinue employment of any employee convicted of an offence under the Criminal Code.

ARTICLE NO. 16 - HOURS OF WORK

- (a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- (b) Schedules will be adjusted by mutual agreement by both the Employer and the Union prior to implementation whenever the airline alters their schedule. Shift schedules may be developed that are not based on a standard 7 day week. Such schedules will average not more than 40 hrs per week over the length of the shift cycle.

- (c) Schedule adjustments that result in a reduction of the available hours per week will be posted not less than 7 days in advance. Where posting is less than 7 days, the original schedule will remain in place until 7 days after the posting. Employees are required to remain at work during the original posted hours, or may, with the permission of the BA or PL, leave early provided the time sheet is completed to reflect the time worked.
- (d) Schedule adjustments that result in an increase in available hours per week may be posted without notice.
 - (i) Bidding Process --Bidding on work schedules shall be based on seniority within the Permanent classification.
 - (ii) Temporary vacancies of at least four (4) weeks will be posted as soon as possible and opened for bid for all Permanent positions with seniority below the vacancy. If there are no Permanent bidders within 7 days after posting, the position will be offered to Casual employees in descending seniority order. Casual employees will retain their status for the duration of the temporary vacancy.
 - (iii) Based on seniority, Casual employees will be offered permanent positions as they become available.
 - (iv) Permanent employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week based on seniority and qualifications. The standard workday shall be eight (8) hours not inclusive of a one half (5) hour rest period or variation thereof. Due to the nature of airline schedules in outlying areas split shifts may be used, however no split shift will be less than two (2) hours in length.
 - (v) On any day where the total work requirement is 2 hours or less, a minimum of four (4) hours will be scheduled. An employee may, at the Point Leaders discretion and subject to operational requirements, work less than the scheduled 4 hours, in which case the time sheet must reflect the actual hours worked. Pay will be based on hours worked.
 - (vi) Any employee who reports to work on a normal work day, on the call of the Employer, who does not commence his shift, shall be paid four (4) hours pay at the applicable rates.

Overtime will be paid in minimum of fifteen (15) minute increments.

- (e) Where the Employer requires employees to attend a staff meeting, notice shall be provided at ~~least~~ 7 days in advance. The Employer will pay straight time up to a maximum of 2 hrs for such meetings. If the employees are required to attend with less than 7 days notice, the Employer will pay time and one-half (1.5) to a maximum of 2 hrs. Where attendance at staff meetings is voluntary, the Employer will pay straight time up to a maximum of 2 hours.
- (f) Any employee called back after his working day has been completed shall be paid a minimum of four (4) hours' pay at the applicable overtime rates of pay.

- (g) Permanent employees called in on their regularly scheduled day off will be paid at straight time until reaching 40 hrs per week (averaged) provided that 24 hours notice is given.. All time over 40 hrs per week (averaged) will be paid at time and one-half (1.5). If 24 hrs notice is not provided overtime rates will apply. Casual employees may be called first, without notice and will remain on straight time rates until reaching 40 hours/wk.
- (h) Employees will be given eight (8) hours free from duty on any shift change and where a Preboard screener has his shift changed and he receives less than the eight (8) hours free from duty, he will receive overtime at the overtime rates shown herein, for each fifteen (15) minute unit that he is short of his eight (8) hours.
- (i) When an employee meets with an accident at work which hampers him or her from the normal performance of duties, he or she shall be paid a full day's wages for the day of the accident.
- (j) The Employer agrees to allow employees at any one (1) location, or schedule, to arrange shift work by mutual agreements between all employees at the location, provided there is no conflict with the hours of work as set out herein and provided all duty qualifications and gender requirements can be met. The Base Administrator has seventy-two (72) hours to authorize or deny the shift request(s), and respond to the affected employee(s).
- (k) Should a Permanent employee choose to become Casual, he will maintain seniority for vacation accrual (but not bidding) and layoff only and will be placed at the bottom of the Casual list.

Should he then chose to return to a Permanent position, he may exercise his seniority to bid back into a vacancy but will be placed at the bottom of the Permanent list.

ARTICLE NO. 17 - CASUAL EMPLOYEES

- (a) A Casual employee will be offered work on an ad hoc basis to cover the following:
 - (i) illness, injury and vacations
 - (ii) periodic training requirements
 - (iii) shifts not covered by Permanent employees, or
 - (iv) contingency staff requirements arising out of irregular operational situations.
- (b) Casual employees will be held on a separate list.
- (c) There is a requirement that Casuals will be available for work on a regular basis. Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employees' availability to work. Frequent unavailability may result in discipline up to and including termination.
- (d) Vacation pay will be given as per Canadian Labor Standards.

- (e) The following clauses in the Collective Agreement do not apply to the Casual employees:
- (i) Article No. 13 - Vacations
 - (ii) Article No. 15(a) - Seniority
 - (iii) Article No. 21 - Health and Welfare Plan
 - (iv) Article 29, Sick Time Benefits

ARTICLE NO. 18 – BONDING

If at any time, the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. Where any competent authority requires employees to be bonded, it shall be a condition of employment that the employees qualify for and obtain a bond.

ARTICLE NO. 19 - COMPANY SEARCHES

The Employer will not require employees represented by Teamsters to participate in searches of the Employer's equipment, property, or premises, in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches. However the company shall inform the employees that a bomb threat has been reported before requesting the employees to search or service the Employer's equipment, property, or premises

However, in the Employer staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE NO. 20 - HEALTH & WELFARE PLAN

The Company shall provide the Teamsters Local 213 Health & Welfare Plan to all regular employees, members of the Union, and eligible dependents coming under the jurisdiction of this agreement.

ARTICLE NO. 21 - WAGE RATES

April 1 2005 (3%)

POSITION	STEP 1	STEP2	STEP3	STEP4
Screening Officer Level 1	11.00			
Screening Officer Level 2	12.07			
Screening Officer Level 3	13.13	13.50	13.88	14.26
Trainer, Quality Control Point Leader Premium	1.50	1.50	1.50	1.50
Base Administrator Length of Service Hours Required	1.50 0-2080	1.50 2081- 4160	1.50 4161- 6240	1.50 6240 or>

April 1, 2006 (3%)

POSITION	STEP 1	STEP 2	STEP3	STEP4
Screening Officer Level 1	11.34			
Screening Officer Level 2	12.44			
Screening Officer Level 3	13.54	13.96	14.39	14.83
Trainer, Quality Control Point Leader Premium	1.50	1.50	1.50	1.50
Base Administrator	1.50	1.50	1.50	1.50
Length of Service Hours Required	0-2080	2081-4160	4161-6240	6240 or>

April 1, 2007 (4%)

POSITION	STEP 1	STEP 2	STEP3	STEP4
Screening Officer Level 1	11.81			
Screening Officer Level 2	12.95			
Screening Officer Level 3	14.10	14.69	15.30	15.94
Trainer, Quality Control Point Leader Premium	1.50	1.50	1.50	1.50
Base Administrator	1.50	1.50	1.50	1.50
Length of Service Hours Required	0-2080	2081-4160	4161-6240	6240 or>

April 1, 2008 (4%)

POSITION	STEP 1	STEP 2	STEP3	STEP4
Screening Officer Level 1	12.30			
Screening Officer Level 2	13.49			
Screening Officer Level 3	14.69	15.30	15.94	16.60
Trainer, Quality Control Point Leader Premium	1.50	1.50	1.50	1.50
Base Administrator	1.50	1.50	1.50	1.50
Length of Service Hours Required	0-2080	2081-4160	4161-6240	6240 or>

Retention bonus: On or about April 15, 2006 and April 15, 2007, a Retention Bonus of 1% of gross wage earnings for the period April 1 – March 31 of the previous year will be paid to each employee under the following conditions:

- (a) The employee must have been actively employed for not less than 90 days (b) The employee must be currently employed as of April 15th 2006 and/or April 15, 2007
- (c) Retention bonuses will not be paid to employees that have resigned, been terminated, or have been on an approved Leave of Absence in excess of 90 days during the preceding year.

ARTICLE NO. 22 - SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer in accordance with the Canada Labor Code.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day subject to 22 (d)
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.
- (d) This Article shall not apply where an employee has failed to surrender his license, keys and security badges issued by the airport manager and, in good condition, notwithstanding fair wear and tear, all the uniforms and equipment issued to him by CATSA.

ARTICLE NO. 23 - INSPECTION PRIVILEGES

Authorized Agents of the Union shall, after requesting permission, which shall not be unduly denied by the Employer, have access to the establishments where employees of the Employer are employed, during working hours, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the working schedule.

ARTICLE NO. 24 - EXTRA SKILLS or REQUIREMENTS

(When the Employer requires any employee to take a First-Aid course or a course of any other type, the actual time spent taking such course shall be work time and paid for as such, at straight time rates of pay.

ARTICLE NO. 25 - PARKING ALLOWANCE

The Employer shall pay one hundred percent (100%) of the cost of staff parking at Terrace-Kitimat Airport.

ARTICLE NO. 26 - SAVING CLAUSE

- (a) If any Article or Section of the Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of

any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 1 ■ herein.

ARTICLE NO. 27 - COMPENSATION COVERAGE

The Employer shall provide coverage to all employees for injury on the job under the Workers' Compensation Act of the Province of BC or under an Insured Plan which provides coverage of compensation equal thereto.

ARTICLE NO. 28 - STRIKES and PICKET LINES

- (a) The parties mutually agree that there shall be no strikes, work stoppages, job action or lockouts or intimidation under this Agreement, excepting those strikes as provided under the Federal Labor Code.

All disputes and grievance of either party shall be settled as quickly as possible under the Grievance Procedure outlined herein.

- (b) In the event of a strike by a Labor group other than those covered by this Agreement, involving the client's property or operations, the employees will remain on the job for protection of life, limb or property, and maintenance of fire watch on the client's premises,

They will not engage in any work they do not normally do, other than additional functions agreed to by the parties hereto. '

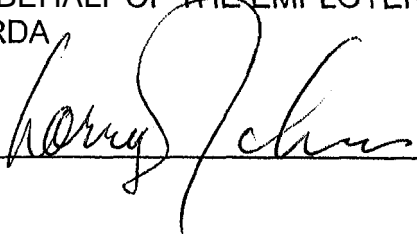
ARTICLE NO. 29 SICK TIME BENEFITS

- (a) Regular full time and regular part time employees who regularly work twenty (20) hours or more per week shall be entitled to thirty-two (32) hours sick leave per year. Effective April 1, 2006 and each year thereafter, thirty-two (32) hours will be accredited to their "Bank".
- (b) Regular full time and regular pat time employees shall **be** eligible for sick leave with pay when absent from work because of a **bonafide** illness or accident up to the amount accumulated in their sick leave bank, in accordance with (e) and (f) of this Article.

- (c) For the purpose of this section, full pay shall mean pay calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the disability not occurred.
- (d) Sick leave benefits shall apply only to bonafide cases of sickness and accidents of an employee on his scheduled work days. Reasonable proof of illness including a Doctors certificate may be required by the Employer.
- (e) The sick leave portion is only to be used for sick days (maximum three (3) consecutive days at any one time). The Sick Leave provision may not be used to supplement any other form of time loss payment.
- (f) All unused sick time shall be paid out annually in the month of March at one hundred percent (100%) of employees current rate of pay. If an employee leaves for any reason, the sick time owing will be paid out on a prorated basis.

DATED this 28 Day of March, 2006

ON BEHALF OF THE EMPLOYER:
GARDA



ON BEHALF OF THE UNION:
Teamsters Local Union No. 213

