

COLLECTIVE AGREEMENT

BETWEEN

RISCON SERVICES LIMITED
COB AS GARDA
Fort McMurray, AB
(Herein referred to as the "Employer")

AND:

GENERAL TEAMSTERS, LOCAL UNION NO 362
(Herein referred to as the "Union")

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda located at Fort McMurray Airport engaged in the security screening of passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order No. 8095 – U.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at Fort McMurray Airport, Fort McMurray, Alberta
- c) The Employer recognizes General Teamsters Local Union No. 362 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of Screeners.
- d) The term “employee” as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. There shall only be two (2) categories under this Agreement, namely Screeners and Point Leaders. Should any other category become necessary within the bargaining unit, and there is no classification or wage rate contained in this Agreement for the job category, then the Union and the Employer shall immediately negotiate a classification and wage rate for that category. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Agreement.
- e) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article No. 3 herein, except in the case of emergency circumstances such as short staffing, training, excessive passenger volume, charters and to maintain “Q” qualification, providing it does not deprive bargaining unit members of work.

No work which the employees perform, or can perform, shall be sub-contracted out in any manner.

f) **Definitions**

1. A “Point Leader” Including Acting/Assistant Point Leaders (APLs), Service Quality Point Leaders (SQPLs), Training Point Leaders (TPLs)) is a full time employee, as described below. Point Leaders will bid a regular shift schedule and, when not performing the work of a Point Leader, will work as a Level 3 Pre Board Screening Officer.
2. A “Full-time Employee” is an employee who holds a position on a continuous basis, in accordance with Article No. 16(b) paragraph 2.
3. A “Permanent Part-time Employee” is an employee who holds a position on a continuous basis, in accordance with Article No. 17(a).
4. An “On-Call Casual Employee” is an employee who is offered work as set out in Article No. 18, paragraph (a).
5. “Seniority Date and Start Date” shall be the first day on payroll.

ARTICLE NO. 2 - DURATION OF AGREEMENT

- a) This Agreement shall be in full force and effect from and including date of ratification up 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.
- b) 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.
- c) 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 whomever 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 new employees who are not referred by the Union, are hired, the Employer shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Employer, and mail same to the Union offices as soon as possible.
- c) All employees shall be required to become and remain a member in good standing of the Union, as a condition of employment with the Employer.

ARTICLE NO. 4 - DEDUCTION OF UNION DUES

- a) The Employer shall, no later than the twentieth (20th) day of each month, remit to the Union a list containing the names of all employees who have left their employment 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 the 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 the employee after the employee has completed ninety (90) calendar days of employment.
- c) All employees referred to above, will be required to sign an authorization form for the deduction and remittance of Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.

- d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and 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 Local Union, not later than the twentieth (20th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include 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 Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local 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 to the Employer by the Union.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this agreement, the employer retains the right to manage all aspect of the operation including but not limited to, direct the working force, the operations, hire, promote, demote, discipline and terminate employees for proper cause and consistent with the current Collective Agreement.
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer'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 to the employees. The employee shall sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood.
- c) Whenever possible, all rules and procedures are to be detailed in writing.

ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES and LEAVES 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. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid 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 an unpaid Leave of Absence in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.
- d) Such Leave may be extended for an additional period of thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.

- f) An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid 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/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least fourteen (14) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of two (2) hours for day shifts, or four (4) hours for afternoon shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents) upon notification to the Employer, the affected employee shall be granted four (4) days Leave of Absence with pay. The Company shall grant an additional leave-of-absence of seven (7) days without pay to attend the funeral if the funeral occurs outside of a seven hundred kilometres (700 kms) radius of the employee's normal work location.

Proof of death may be required, if requested by management. The Employer will not require any person already on bereavement leave to report for work during the bereavement period. If an employee is notified of a death in his immediate family while working, he/she shall be relieved from duty and paid for the balance of his/her shift.
- l) **Jury Duty** - 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/she shall be returned to the job classification and pay rate they were on, prior to such duty. All witness/Juror 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/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.

In the event an employee is subpoenaed to attend court on his/her day off, on Employer related business only, the Employer will reschedule that employee's shift.

- m) **Maternity and Parental Leave** - shall be as defined and outlined in the Canada Labor Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, two weeks notice shall be provided to the employer and the employer shall reinstate her to her former position at not less than the same wages and benefits.
- n) **Paternity Leave** - an employee whose partner has given birth shall be granted two (2) days of paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home.
- o) **Marriage Leave** - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend his/her own wedding.
- p) **Special Medical Leave** - Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the employer shall grant such unpaid time off providing the employee has requested such time off at least seven (7) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.
- b) The Union shall supply to Management on or about each January 1, a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.
- c) Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- d) The Employer will notify the Union prior to the dismissal of any Shop Steward.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee.
- b) Uniforms will be as described as in the CATSA SOP. Upon presentation of a receipt, the Company will reimburse up to fifty dollars (\$50.00) for the purchase of maternity slacks. For Winter US Customs Bridge and Ramp duties, Screening Officers will be allowed up to twenty (20) minutes to obtain their own winter wear prior to reporting for duty. Screening Officers will be permitted to wear their own coats/parkas, boots, gloves and head gear along with the CATSA vest. Further, it is understood and agreed that no Screening Officer will remain on the Bridge and/or Ramp for more than one hour at a time. These one hour duty periods will be shortened accordingly during periods of inclement weather and temperatures, taking into consideration the Health and Safety of the Screening Officers.
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo. The employee's final paycheque will not be issued until all required pieces of the uniform are returned to the Employer.
- d) Effective April 1, 2006, for every four (4) weeks of work by an employee, the Employer shall pay to such employee a cleaning allowance of ten dollars (\$10.00).

- e) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alterations.
- f) The Employer will provide a clean and adequate lunchroom for its employees. The employees will be responsible to ensure the area and equipment are 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 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. 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 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. The Employer 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 Collective Agreement. 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 copy to the Union, not later than the effective date of sale.

ARTICLE NO. 11 - GRIEVANCE PROCEDURE

- a) All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company's Site Manager. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days;
All others – fifteen (15) days

Step 2: Failing settlement under Step 1, the grieving party shall reduce his/her grievance to writing stating the Article(s) alleged to have been violated such grievance shall be taken up between the Company's General Manager and a Shop Steward or Local Union Representative. Except by mutual agreement between the Union and the Company providing for an extension of time, Step 2 must be completed with ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, will be referred to and taken up between two (2) Union representatives selected by the Union and two (2) Company representatives appointed by an Officer of the Company. Such written notice and meeting must take place within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2. Except by mutual agreement between the Union and the Company providing for an extension of time,

Step 3 must be completed within ten (10) days (exclusive of Saturdays, Sundays and Holidays) from the completion of Step 2.

Step 4: Failing settlement under the above Steps and within fifteen (15) calendar days, 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 Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested 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 Company. Except by mutual agreement between the Union and the Company, where either Party requests an adjournment the Party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

- b) Grievances under this Article may be initiated by any employee, a group of employees or by the Union.
- c) Where an employee is suspended by the Company pending investigation, the suspension will be with pay until such time as the Company makes a decision as to appropriate discipline.

ARTICLE NO. 12 - PAYDAY 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, either time and one-half (1%) or double time, the rate of wages applicable, 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.

Any error in payroll calculation by the Employer, of twenty-five dollars (\$25.00) or more, shall be paid to the employee within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full.

Failure by the Employer to correct a payroll error within five (5) business days, exclusive of Saturdays, Sundays and Statutory Holidays of being notified, in writing, will result in a penalty of four (4) hours pay per day until the error is paid.

Should the employee be overpaid, the employees shall have the right to pay back the overpayment or the employee and the Company will mutually agree on a reimbursement plan.

ARTICLE NO. 13 -ANNUAL VACATIONS

- a) Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
- b) For existing employees who were on payroll as of July 1st, 2005, January 1st of the year in which they commenced employment will be their anniversary date for accumulating calendar years of service for vacation entitlement purposes only. For employees who commenced employment after July 1st, 2005, they will have their anniversary date for vacation entitlement purposes only as per iii below and will have their vacation entitlement for the year of 2006 as per iv below.

Existing employees will be granted their full allotment of annual vacation for 2006 based on their calendar years of service

Language to be developed with regards to awarding of 2006 vacation.

- c) Effective the date of ratification, new employees commencing employment with the Company between the dates of January 1st and June 30th, will have January 1st, in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- d) Effective the date of ratification, new employees commencing employment with the Company between the dates of July 1st and December 31st will have January 1, in the year following commencement of employment, for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- e) In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of April 1st of the year following the first year of employment through to March 31st of the next year. Vacation will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.
- f) 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.
- g) Employees who have previously completed or subsequently completed 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 for which they are receiving said vacation.
- h) Employees who have previously completed or subsequently completed eight (8) years continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.

- i) Employees who have previously completed or subsequently completed twelve (12) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- j) Employees will not be called out to work during their schedule week(s) of vacation. The vacation week shall be considered seven consecutive (7) days according to the employees work schedule.
- k) Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay, in lieu of said General Holiday
- l) Vacation lists will be posted on January 15th, of the year in which it is to be taken. Employees shall designate their choice of vacation, in order of seniority, prior to March 15th of the same year. In the event an employee fails to designate their choice of vacation by November 1st of the same year, vacation time for said employee shall be allocated at the discretion of the Company. The Company shall post the completed vacation schedule by April 1st, and it shall remain posted for the year.

A Union Steward will assist in the construction of the vacation schedule.

- m) Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two weeks written notice to the company providing there are designated slots still available.
- n) The following classifications will be recognized as separate groups for determining allocation of vacation:
 - 1. Full-time Officers
 - 2. Part-time Officers and Part-time Point Leaders
 - 3. Full-time Point Leaders

Each classification will be allowed to have up to ten percent (10%) of employees to be on vacation simultaneously.

Annual vacation will be taken within the period of April 1st of the current year through to March 31st of the following year.

- o) 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. The Employer will do its utmost to co-operate with any employee's vacation requirements in extenuating circumstances. If issues of overlap arise they will be identified at the time of booking vacation. An employee's vacation will not be unreasonably denied because of overlap with a more senior employee's vacation.

Note: Three days overlap will be considered acceptable.

- p) In the event that an employee leaves the employ of the Employer before he/she is entitled to two- (2) week's vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- q) In the event of an employee leaving the employ of the Employer after he has had his vacation he earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his/her pay for the year in which he ends his /her employment for which no vacation has been paid.

- r) Employer shall pay vacation pay through payroll deposit on the regular payday as if the employee had worked. Or the employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with two weeks written notice to the employer prior to such payday.
- s) The Employer shall furnish the employee with a statement showing the period for which the employee is receiving his/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.

ARTICLE NO. 14 - GENERAL HOLIDAYS

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

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.
- c) Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.
- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty(30) days of employment, shall be paid as follows;

1. For their regular scheduled shift – time and one-half (1½) their regular rate of pay.
2. All hours in excess of their regular scheduled shift – double (2x) their regular rate of pay.

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 and 12:00 midnight, shall be considered as worked on a General Holidays for each individual employee.

- e) A full-time employee required to work on a General Holiday which otherwise would have been that employee's day off, or who for any other reason would have been receiving overtime rates for that day, shall in addition to b) and d) be paid an additional straight time rate for each hour worked on the General Holiday.

ARTICLE NO. 15 - SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, Garda will recognize the existing seniority ranking and hours worked of the former Aeroguard employees for the purposes of wage rate and vacation.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate CATSA Certification for any work which is to be done. Seniority shall be based from the first day on payroll.
- c) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.

- d) 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 the layoff process, subject to qualifications. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all regular full-time Screeners are working.
- e) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a *cut-down* in staff of the department, or if the employee wishes not to accept the position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion and providing they continue paying dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of one hundred and eighty (180) calendar days.
- f) The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.
- g) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- h) Part-time seniority shall not be credited towards full-time seniority.
- i) Due to the nature of the Employers business, the Employer will have the right to discontinue the employment of any employee, for just cause, up to sixty (60) days after obtaining Level 1 certification or up to ninety (90) calendar days for employees hired with CATSA certification.
- j) When Point Leader positions become available, the employer will post the vacancies and accept applications from Screeners who have attained Level 3 CATSA certification and have completed three (3) years of service (Level 3.4). If there are no Level 3.4 Screeners interested in the positions, the company may accept applications and award the positions to Level 3.3 screeners, than Level 3.2 screeners and lastly Level 3.1 Screeners.
- k) When there are vacancies available for Point Leader Position, a notice of such vacancies will be posted as far in advance as possible. The deadline date for acceptance of applications will be no less than ten (10) days (exclusive of Saturdays, Sundays and General Holidays) after the posting. The same practice will apply with regards to filling vacancies when training classes are scheduled. Training classes will be filled in order of seniority.

ARTICLE NO. 16 - HOURS OF WORK

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) The Company will maintain the current practice for scheduling full-time employees.

It is understood and agreed that full-time employees will work an average of eighty (80) hours in a two (2) week period, comprised of eight (8) and ten (10) hours per day. The hours of work shall not be less than eight (8) hours per day.

Any employee, who reports to work on a normal work day, on the call of the Employer, and who does not commence his/her shift, shall be paid four (4) hours pay at the applicable rate.

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

The Company shall post work schedules at least seven (7) days in advance of the the implementation of the work schedule.

- c) For full time employees, all time on the first day worked during days off shall be at time and one-half (1½) rates of pay, and all time on a subsequent second or third consecutive day off shall be at double time rates of pay. The company will offer overtime shifts to employees on their first day off, in order of seniority, prior to offering overtime shifts to employees on their second or third consecutive day off.
- d) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay. To qualify, the employee must have a minimum one (1) hour break between the end of their original shift and the beginning of the call-out shift.
- e) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.
- f) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that he/she is short of his/her eight (8) hours.
- g) All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority and certification. No employee will be allowed to sign up for, or work, overtime shifts while on vacation

When a full time Point Leader volunteers and accepts overtime duties, that PL will report as a Level 3 Screening Officer for that shift and will act only at that rank unless operational requirements dictates otherwise (e.g. PL). This applies only after scheduled personnel of that qualification have been fully utilized.

- h) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full days wages for the day of the accident.
- i) The Employer agrees to allow employees at any one (1) location, or schedule, to arrange shift trades by mutual agreement between all employees at the location(s), provided there is no conflict with the hours of work or CATSA Certification as set out herein. The Management Team will have seventy-two (72) hours to authorize or deny the shift request(s) and respond to the affected employee(s).
- j) If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond three (3) hours overtime, the employee shall receive a food voucher with a value of ten dollars (\$10.00) provided by the Employer.
- k) Employees who are assigned to a permanent location for ninety (90) days or longer, and are then required to work overtime at locations other than their permanent location on their regular scheduled day(s) off, shall be paid double time for all such overtime.
- l) Implementation of the whole of this Article shall be no more than two (2) weeks from the date of signing of this Agreement.

ARTICLE NO. 17 - PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than twenty (20) scheduled hours per week, and no more than **thirty-two** (32) scheduled hours per week, except during periods of training.
- b) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees. Part-time employees must complete 80 hours in a pay cycle prior to qualifying for overtime. Operational overtime will be paid accordingly.
- d) **Bidding Process** – Bidding on work schedules shall be based on seniority within the Permanent Part-time classification. The Employer shall post the Permanent Part-time work schedules as required and shall be open for bidding for seven (7) days, during which time the employees shall submit their preference in writing. The Employer shall post the final schedule for seven (7) days prior to implementation date.
- e) Based on seniority, Permanent Part-time employee will be offered Full-time positions as they become available.
- f) The Company will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Seniority (date of hire) will be the deciding factor as to who would move to Part-time should positions be available. Should Full-time employees choose to go to Part-time; they will maintain their overall seniority for vacation.

They will be placed at the bottom of the Part-time seniority list.

Should they want to return to Full-time status, they will be placed at the bottom of the Full-time seniority list when an opening occurs in Full-time.

In the event of layoffs, Part-time employees will be laid off prior to Full-time employees.

Layoff and recall shall be on a "last off, first called back" basis.

- g) Bumping of shifts will not be allowed.
- h) Additional shifts will first be offered to Permanent Part-time with less than **thirty-two** (32) hours. Should the Employer not be able to fill the shift, then it will be offered to On-Call Casual employees. If still unable to fill the additional shift, it then will be offered to Full-time employees as overtime. Should the shift not be filled, then it would revert to Permanent Part-time as overtime.
- i) At no time shall Permanent Part-time employees exceed fifteen percent (15%) of the Full-time staffing levels.

ARTICLE NO. 18 - ON-CALL CASUAL EMPLOYEES

- a) An On-Call Casual employee will be offered work on an ad hoc basis, to cover the following:
 - 1. Illness and injury
 - 2. Periodic training requirements
 - 3. Cover shifts not covered by Full-time or Permanent Part-time employees, or
 - 4. Covering contingency staff requirements arising out of irregular operational situations.

- b) On-call Casual employee will be held on a separate list.
- c) There is a requirement that On-Call 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 employee's availability to work. Frequent unavailability may result in discipline, up to and including termination.
- d) Vacation pay will be given as per the Canada Labour Code.
- e) The following clauses in the Collective Agreement do not apply to the On-Call Casual employees:
 1. Article No. 13 - Vacations
 2. Article No. 15(a) - Seniority
 3. Article No. 21 - Health and Welfare Plan
 4. Article No. 22 - Pension Plan

ARTICLE NO. 19 -- BONDING

- a) 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. 20 - EMPLOYER SEARCHES

- a) The Employer will not require employees represented by General Teamsters Local Union No. 362 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 Employer shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Employer's equipment, property, or premises. 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. 21 - HEALTH and WELFARE PLAN

- a) The Employer shall provide the Prairie Teamsters Health and Welfare Plan, excluding Long Term and Short Term Disability coverage, to all Full-time and Part-time employees, members of the Union, and eligible dependants coming under the jurisdiction of this Agreement. The Company shall provide the complete Prairie Teamsters Health and Welfare Plan, including Long Term and Short Term Disability coverage, to all Full-time employees who have attained Level 3 CATSA Certification and have completed three years of service.
- b) Any Full-time or Permanent Part-time employee, member of the Union, who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Employer.
- c) It will be the responsibility of the employer to ensure that all employees are enrolled in the Health and Welfare Plan and to make premium remittances on their behalf. Failure of the Employer to enroll employees, forward completed forms and/or remit premiums to the trustees, by no later than the twentieth (20th) day of each month, will cause the Employer to be liable for the claim arising thereof.

- d) It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer.
- e) The Employer shall remit the premiums to the Administrator as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.
- f) The cost of the Health and Welfare Plan will be paid for by the Company, for full-time employees.

Effective the first of the month following the date of ratification, the cost of the Plan, excluding Short Term and Long Term Disability coverage, will be one hundred and eighty two dollars and thirty-eight cents (\$182.38) per employee, per month.

Effective the first of the month following the date of ratification, the cost of the complete plan shall be two hundred and forty dollars (\$240.00) per employee, per month. Permanent part-time employees will have the same coverage, however will share the cost of the Plan on a seventy percent (70%) Employer - thirty percent (30%) employee basis. Permanent Part time employees will not be entitled to Short term and Long term disability coverage.

The Company will be responsible for a maximum five dollars (\$5.00) increase per employee, per month per year, every January 1st, for the term of this agreement.

- g) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Company.
- h) The Employer will pay or all Doctors notes related to WCB or functional capacity, and when directed to the Company Doctor. The Employer will not pay for the initial medical exam required by Transport Canada. The employer will not pay for Doctor's notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably.
- i) Effective April 1 2006 Alberta Health and Wellness coverage will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee, for all full-time employees who have reached Level 3 CATSA Certification, and have completed three years of service.
- j) Effective April 1 2006, full-time employees who have attained Level 3 CATSA Certification, and completed one year of service, will accrue Sick Days based upon one and one-half percent (1.5%) of an employee's regular hours worked. This amount will increase to two percent (2.0%), effective April 1, 2006, and hold at two percent (2.0%) for the term of this agreement. Unused Sick Days will be paid out on March 31st of each year provided an employee maintains a minimum of forty (40) hours in their Sick Bank.
- k) The Company will reimburse up to fifteen dollars (\$15.00) each per year for a flu shot and Hepatitis B vaccinations, upon presentation of a receipt.

ARTICLE NO. 22 - PENSION PLAN

- a) Effective the date of ratification, the Employer will contribute the below amounts to the Prairie Teamsters Pension for all employees who completed the ninety (90) day probationary period as per Article 15 (i).

Effective Apr 1 st , 2006:	Fifty cents (\$0.50) per hour worked
Effective Apr 1 st , 2007:	Sixty cents (\$0.60) per hour worked
Effective Apr 1 st , 2008:	Seventy cents (\$0.70) per hour worked

- b) Contributions and remittances referred to above shall be remitted monthly, by the twentieth (20th) day of the month following the month to which they refer, together with a form supplied to the Employer by the Union, which will provide full instructions.
- c) Timely payment of contributions to the Trust Fund provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows
1. The Union will advise the Employer in writing of any delinquency.
 2. If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Employer to provide for payment of funds.
 3. In the case of failure of the Employer to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Employer for recovery of the amount due.

ARTICLE NO. 23 - WAGE RATES

Year 1 Wage Rates (Current 2005)

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$15.17				
Level 2	\$15.75				
		\$16.34	\$16.76	\$17.19	\$17.47
		0 - 2080	2081 - 4160	4161 - 6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

Year 1 Wage Rates (Effective April 1st, 2006)

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$16.09				
Level 2	\$16.71				
		\$17.34	\$17.78	\$18.24	\$18.53
		0 - 2080	2081 - 4160	4161 - 6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

Year 2 (Effective (Effective April 1st, 2007)

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$16.58				
Level 2	\$17.21				
		\$17.86	\$18.31	\$18.78	\$19.09
		0 - 2080	2081 - 4160	4161 - 6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

Year 3 (Effective April 1st, 2008)

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$17.07				
Level 2	\$17.73				
		\$18.39	\$18.86	\$19.35	\$19.66
		0 - 2080	2081 - 4160	4161 - 6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

PL's will receive one dollar and fifty cents (\$1.50) premium for all regular hours worked as a PL.

RPL's will receive the one dollar and fifty cent (\$1.50) premium paid in increments of fifteen (15) minutes for time worked as a PL.

Every Employee working out of the Fort McMurray Airport will be eligible for a Local Employment Adjustment Premium (LEAP). This adjustment will be paid every month in the amount of eight hundred and fifty dollars (\$850.00) for full time employees and five hundred dollars (\$500.00) for part time employees who have worked a minimum of eighty (80) hours in the month.

Employees on unpaid leave of absences for more than 2 weeks in any month will not be eligible to receive payment for that month.

Employees who leave the company or whose employment is terminated will no longer be eligible for the payment of the adjustment.

Each employee will receive a five hundred dollars (\$500.00) one time signing bonus within thirty (30) days of date of ratification of the Agreement.

ARTICLE NO. 24 -SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharge, or resigns, he shall receive his final paycheque including all monies owing to him, subject to Article No. 8 (c) by his next regular payday.
- b) The Employer shall give a Record of Employment (ROE) Certificate to any employee who separates from employment of at least seven (7) days, for any reason, within seven (7) days of the last day worked or terminated.
- c) This Article shall not apply where an employee has failed to surrender all necessary documents, uniforms (per CATSA policy) and material(s) issued to him/her by the Employer, in good condition notwithstanding normal wear and tear. In such event, the Employer may require such employee to pay for any item willfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.

ARTICLE NO. 25 – INSPECTION PRIVILEGES

- a) Authorized agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the establishment(s) where employees of the Employer are employed, during working hours, and 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. 26 – EXTRA SKILLS or REQUIREMENTS

- a) 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 deemed to be work time, and shall be paid for as such, at the straight time rate of pay.

ARTICLE NO. 27 – PARKING ALLOWANCE

- a) The Employer shall pay one hundred percent (100%) of the cost of staff parking at the Edmonton and Fort McMurray Airports.

ARTICLE NO. 28 - SAVING CLAUSE

- a) If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article 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. 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 No. 10 - Grievance Procedure, herein.

ARTICLE NO. 29 - COMPENSATION COVERAGE

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

ARTICLE NO. 30 - STRIKES and PICKET LINES

- a) There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Agreement, excepting those strikes as provided under the Federal Labour Code. All disputes and grievances 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 Labour Group other than those covered by this Agreement, involving the Employer's property or operations, the employees will remain on the job in accordance with their obligations under the Canada Labour Code, unless to do so would endanger the life of the employee.

ARTICLE NO. 31 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union
- b) Effective April 1st, 2007, the Company shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

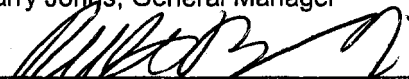
SIGNED THIS 28 DAY OF April 2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited
COB as Garda
Fort McMurray Airport



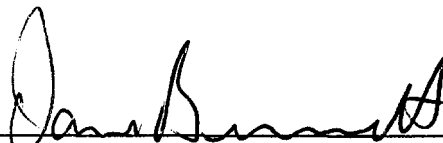
Larry Johns, General Manager



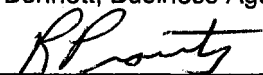
Robert Bouvier Jr., Labour Relations

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Dave Bennett, Business Agent



Rick Prouty, Business Agent

LETTER OF UNDERSTANDING# 1

BETWEEN **RISCON SERVICES LIMITED**
c.o.b. as GARDA
Fort McMurray Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE: Hours of Service vs. Years of Service

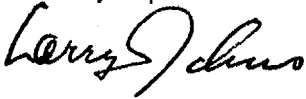
The Parties hereto agree to the following:

Where Hours of Service are applied in this Collective Agreement, should there be a disagreement between the Company and the member with regards to how the hours of service have been calculated, and if verification cannot be made, the member's Seniority Date, as per Article 15(a), shall apply.

SIGNED THIS 28 DAY OF April 2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited
c.o.b. as Garda
Fort McMurray Airport



Larry Johns, General Manager



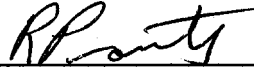
Robert Bouvier Jr., Labour Relations

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Dave Bennett, Business Agent



Rick Prouty, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN **RISCON SERVICES LIMITED**
 c.o.b. as GARDA
 Fort McMurray Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE: Article No. 16(b)

The Parties hereto agree to negotiate new scheduling language within twelve (12) months from the date of ratification of this Collective Agreement.

The Company will propose different scenarios of scheduling. The proposed scenario will include partial or full shift rotation.

If the parties fail to agree on new scheduling language, the current practice will remain in effect for the duration of the Collective Agreement.

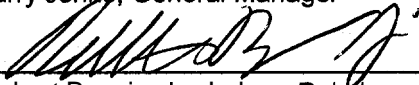
SIGNED THIS 28 DAY OF _____ 2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited
c.o.b. as Garda
Fort McMurray Airport



Larry Johns, General Manager



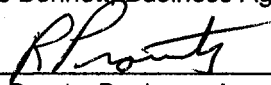
Robert Bouvier Jr., Labour Relations

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Dave Bennett, Business Agent



Rick Prouty, Business Agent