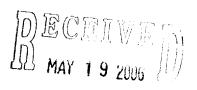
COLLECTIVE AGREEMENT BETWEEN

RISCON SERVICES LIMITED

COB AS GARDA
(Herein referred to as the "Employer")

AND:

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



13598 (01)

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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 Calgary International Airport engaged in the security screening of passengers and baggage, excluding Supervisors and those above the rank of Supervisor, as per CIRB Order
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at Calgary International Airport.
- 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 that is covered by the Certificate and this Agreement. There shall only be two (2) categories under this Agreement, namely Screening Officers 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

- A "Point Leader" (including Relief Point Leaders (RPL's), Service Quality Point Leaders (SQPL's), Training Point Leaders (TPL's) is a full time or permanent part 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. Point Leaders primary duty is to direct the work force and do not have the right to hire, fire or discipline.
- 2. A "Full-time Employee" is an employee who holds a position on a continuous basis, in accordance with Article No. 16 c.
- 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

- This Agreement shall be in full force and effect from and including April 1st, 2006 up to and including March 31st, 2010 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.
- 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.
- 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 employee 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.
- 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.
- 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.

- 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.
- 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.

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 one hundred and eighty (180) 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 one hundred and eighty (180) 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.
- 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 kilometers (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.
- 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 Labour 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, the employee shall notify the employer not less than 2 weeks prior to her return. 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.
- e) 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

- 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.
- 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.
- Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.
- 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.
- 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 headgear 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 pay cheque will not be issued until all required pieces of the uniform are returned to the Employer.

- d) <u>Effective April 1, 2006,</u> 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.
- 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

- 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.
- 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

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 a Service Delivery Manager (SDM). 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 Operations or Resource Manager or designate 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.
- 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.
- 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 (1½ x) or double (2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.
- b) 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.

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.
- For existing employees who were on payroll as of April 1st, 2006, 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 April 1st, 2006, they will have their anniversary date for vacation entitlement purposes only as per b and c below and will have their vacation entitlement for the year of 2006 as per d below.
- c) <u>Effective the date of ratification</u>, 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) <u>Effective the date of ratification</u>, 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.
- 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 at the end of their vacation period, in lieu of said General Holiday.

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 Screening Officers
 - 2. Part-time Screening Officers and Part time Point Leaders
 - 3. Full-time Point Leaders
- o) Each classification will be allowed to have up to ten percent (10%) of employees to be on vacation simultaneously.
- p) Annual vacation will be taken within the period of April 1st of the current year through to March 31st of the following year.
- q) Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of one 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.

- r) In the event that an employee leaves the employee 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.
- s) 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.
- t) Employer shall pay vacation pay through pay roll 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 proceeding the commencement of the vacation, with two weeks written notice to the employer prior to such payday.
- u) 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
Good Friday
Canada Day
Civic Day
Civic Day
Chapter Day
Civic D

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 on payroll.
- 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 schedule shift time time and one half (\mathbb{I}_2) their regular rate.
 - 2. All hours in excess of their scheduled shift double (2x) their regular rate.
- e) 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.
- f) 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 Servisair Globeground employees for the purposes of wage rate and vacation.
- 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 pay roll.
- c) Effective April 1, 2006, should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.

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.

- d) 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 reduction in staff of the department, or if the employee wishes not to accept such 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, providing they continue paying union 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.
- e) 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.
- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- g) Part-time seniority shall not be credited towards full-time seniority.
- h) 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 Foundations 1 certification or up to ninety (90) calendar days for employees hired with CATSA certification.
- When Point Leader positions become available, the employer will post the vacancies and accept applications from Screening Officers 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 Screening Officers interested in the positions, the Company may accept applications and award the positions to Level 3.3 Screening Officers, than Level 3.2 Screening Officers and lastly Level 3.1 Screening Officers. New Point Leaders will serve a ninety (90) day probationary period in their new position. During this period, if he/she proves to be unsatisfactoryfor the position or if the employee wishes not to accept such position, he/she shall be returned to their previous classification.
- j) When there are shift vacancies available, if such vacancies are permanent and occur at least 30 days prior to a full shift bid, a notice of such vacancies will be posted as far in advance as possible but under no circumstances less than seven (7) days. The deadline date for acceptance of applications will be no less than seven days after the posting. Seniority shall prevail. The same practice will apply with regards to filling training vacancies when training classes are scheduled.
 - **Note:** Shift vacancies that occur because of employees exercising their rights under this clause will only be back-filled twice.
- When there are vacancies for Training Point Leaders (TPLS) the employer will post the vacancies and accept applications from Point Leader qualified Screening Officers. Such postings will include a description of responsibilities as well as skills and abilities required for the positions. New Training Point Leaders will serve a ninety (90) day probationary period in their new position. During this time, if he/she proves to be unsatisfactory for the position or if the employee wishes not to accept such position, he/she shall be returned to their previous classification.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) At appropriate times, approximately two times a year, the company will determine appropriate manpower and customer requirements. The company will work in conjunction with a Union shift committee to build a schedule that meets these requirements. Where mutual agreement cannot be reached, a Company shift will be implemented. Shift bids will be posted for seven (7) days, after which a shift bid will be held. Seniority by classification will prevail for purpose of bidding. The new shifts will be implemented on the second Sunday, but not less than fourteen (14) days, following the end of the shift bid.
- c) 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), ten (10) or twelve (12)hours per day. Any hours worked over the scheduled day shall be paid at the overtime rate. The hours of work shall not be less than eight (8) hours per day.
- d) <u>Bidding Process</u>: All employees who are available for Full time work will bid in order of seniority on all available full time shifts, Employees who bid on full time shifts will work the full time shift. (No shift adjustments).
 - Employees, who are not available for full time shifts or are unable to hold a full time shift, will be allowed to build, in order of seniority, a schedule from the remaining available shifts and part- time shifts ,up to a maximum of thirty-two (32) hours per week, but no less than twenty (20) hours per week.
- e) NPS, A, B, C, and D will be bid as PBS shifts. HBS shifts will be bid separately until such time as enough Screening Officers are trained to cover the required hours.
- f) The Company agrees to the union's proposal for a period of two **(2)** shift bids. Following two (2) shift bids, the Company and the Union shall review this process and reserve the right to renegotiate.
- g) The Company shall have the right to revise shifts by not more than two (2) hours at any time to meet airline scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Company will endeavor to accomplish this on a volunteer basis in seniority order. If there are insufficient volunteers from the effected shifts the revised shifts will be assigned in reverse order of seniority. The Company will provide a minimum of seven (7) days notice to the effected individuals.
- h) The Company agrees that no shifts will start between 0200 and 0400.
- No Full-time or permanent part time employee will be scheduled to work more than two (2) consecutive days at the same PBS work location (Point) during their scheduled work week. The Company will endeavor to ensure that skills for both PBS and HBS are maintained through the assignment of duties over a two-week period. The Union recognizes that on a day-to-day basis it may be necessary to reassign an individual from his or her scheduled area to meet operational requirements.
- j) 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 day wages for the day of the accident.

- k) 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. The employer shall have the option of granting the necessary time off with pay.
- All employees may be required *to* work overtime on a day off, all of which shall be voluntary, and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.
- m) Overtime will be paid in minimum fifteen (15) minute increments.
- n) For full time employees, all time on the first (1st) day worked during days off shall be at time and one-half (1½x) rates of pay, and all time on a subsequent second (2nd) or third (3rd) consecutive day off shall be at double (2x) time rates of pay. Call in overtime will be awarded in shift seniority and certification on a first call-in basis to employee's on a day off. Preference will be given to CATSA Level 3 Certified Officers working at one and one half (1%) overtime rates, then to CATSA Level 3 Certified Officers working at double (2) overtime rates on their second (2nd) and third (3rd) consecutive days off. The same process will be followed for CATSA Level 2 and Level 1 Certified Officers
- o) 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.
- p) 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.
- q) If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked.
- r) The employer may require employees to stay beyond the end of their regular shift. Such operational overtime will be offered in seniority order to all employees on shift. If there are insufficient volunteers, employees may be forced to work the overtime in reverse order of seniority. Operational overtime required before the start of a shift will be offered in order of seniority on a voluntary basis.
- s) Any employee working three (3) hours of overtime beyond their regular shift will receive a food voucher with **a** value of ten dollars (\$10.00) provided by the Employer.
- t) Meal and Coffee breaks will be as follows:
 - 1. For employees on eight (8) and ten (10) hour shifts there shall be two (2) twenty (20) minute paid coffee breaks and one thirty-five (35) minute paid meal break per day. Each employee shall receive the first twenty (20) minute break between the second (2nd) and fourth (4th) hour and the thirty five (35) minute meal break between the fourth (4th) and sixth (6th) hour. Each employee shall receive their second (2nd) twenty (20) minute break between the sixth (6th) and eighth (8th) hour.
 - 2. For employees on twelve (12) hour shifts there shall be a third (3rd) twenty (20) minute paid coffee break taken between the tenth (10th) and eleventh (11th) hour.

- 3. A part-time employee who works more than four and one-half (4 ½) hours per day is entitled to a thirty five (35) minute paid meal.
- 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 at double time for all such overtime. This clause would not apply in cases where employees are sent to other locations to obtain required training.
- v) 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) Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- c) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- d) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent parttime employees.
- e) Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. Any hours worked over the scheduled day due to irregular operations, shall be considered operational overtime and will be paid at the overtime rate. Operational overtime will be offered in order of seniority to full time employees prior to being offered to part-time employees.
- f) <u>Bidding Process</u>-. Will be the same as outlined in Article 16 (d).
- g) Based on seniority, Permanent Part-time employees will be offered Full-time positions as they become available.
- h) 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 a period of one hundred and eighty (180) days. If after one hundred and eighty (180) days, they choose to remain as permanent part-time, they will maintain their overall seniority. Should they choose to return to full time status at a later date, they will be placed at the bottom of the full-time seniority list when an opening occurs in Full-time. Employees wishing to use this clause to return to full-time must notify the Company and the Union in writing prior to the expiration of the one hundred and eighty (180) day period.
- i) In the event of layoffs, Part-time employees will be laid off prior to Full-time employees.
- j) Layoff and recall shall be on a "last off, first called back" basis.
- k) 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 employees will be held on a separate list
- 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 (3) calendar years of service.

- 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.
- 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.
- 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.
 - <u>Effective April 1st 2006</u>, 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 April 1st 2006, the cost of the complete plan shall be two hundred and forty dollars (\$240.00) per employee, per month.
- All 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.
- h) 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.
- i) 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.
- j) The Employer will pay for 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 or for Doctor's notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably.
- k) Effective April 1st, 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 (3) calendar years of service.
- Effective April 1st, 2006, full-time employees who have attained Level 3 CATSA Certification, and completed one (1) calendar year of service, will accrue Sick Days based upon two percent (2.0%) of an employee's regular hours worked. 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.
- m) The Company will reimburse up to fifteen dollars (\$15.00) each per year for a flu shot and for Hepatitis B vaccinations, upon presentation of a receipt.

ARTICLE NO. 22 - PENSION PLAN

a) Effective April 1, 2006 the Employer will contribute forty cents (\$0.40) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification to the Prairie Teamsters Pension Plan.

Effective April 1, 2007 the Employer will contribute fifty cents (\$0.50) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification.

Effective April 1, 2008 the Employer will contribute sixty cents (\$0.60) per hour for each hour worked for all employees who have attained Level 3 CATSA Certification.

Effective April 1st, 2009, the Employer will contribute eighty cents (\$0.80) per hour for each hour worked for all employees who have attained a Level 3 CATSA Certification.

- 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

April 1st, 2006

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level1	\$12.44				
Level2	\$13.43				
		\$14.43	\$14.78	\$15.13	\$15.48
			2081 -	4161 -	
Hours of Service		0 - 2080	4160	6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

April 1st, 2007

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level I	\$12.94				
Level2	\$13.93				
		\$14.93	\$15.28	\$15.63	\$15.98
			2081 -	4161 -	·
Hours of Service		0 - 2080	4160	6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

April 1st, 2008

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$13.69				
Level2	\$14.68				
		\$15.68	\$16.03	\$16.38	\$16.73
			2081 -	4161 -	
Hours of Service		0 - 2080	4160	6240	6240+
PL Premium		\$1.50	\$1.50	\$1.50	\$1.50

April 1st, 2009

Level I	\$14.69				
Level2	\$15.68				
		\$16.68	\$17.03	\$17.38	\$17.73
			2081 -	4161 -	,
Hours of Service		0 - 2080	4160	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.

ARTICLE NO. 24 - SEPARATION OF EMPLOYMENT

- a) If an employee is terminated, discharge, or resigns, he shall receive his final pay cheque including all monies owing to him, subject to Article No. 8 (d) by his next regular payday.
- 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.
- 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 wilfully destroyed, mutilated or not returned before final payment of salary is made, subject to the Canada Labour Code.

ARTICLE NO. 25 - INSPECTION PRIVILEGES

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 -- RE-CERTIFICATION EVALUATIONS, 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 deemed to be work time, and shall be paid for as such, at the straight time rate of pay.
- B) Re-Certification Evaluations are recognized as a tool for improving performance levels. Screening Officers whose evaluation results require improvement will be given OJT from a TPL other than the PL/TPL that conducted the original evaluation, Evaluation results will be discussed with the Screening Officer involved and an SDM if required.

ARTICLE NO. 27 - PARKING ALLOWANCE

a) The Employer shall pay one hundred percent (100%) of the cost of staff parking at the Calgary International Airport.

ARTICLE NO. 28 - SAVING CLAUSE

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

- 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.

c) 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, 2006, the Company shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement as per the Memorandum of Agreement signed March 30th, 2006.
- c) Payment of said funds shall be made to the General Teamsters Local Union 362 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 & DAY OF May 2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited COB as Garda Calgary International Airport ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Business Agent

Larry Johns, General Manager

Robe & Bouvier Jr. Labour Relations

BETWEEN: GARDA, Calgary International 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 8 DAY OF May

2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited COB as Garda

Calgary International Airport

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Larry Jøhns, General Manager

Robert Bouvier Jr. Labour Relations

David Frøst, Business Agent Dav Fr. st. Busine s Agent

BETWEEN: GARDA, Calgary International Airport

AND: GENERAL TEAMSTERS LOCAL UNION 362

RE: OJT Point Leaders

The Parties hereto agree to the following:

- a) Current OJT PL's will be re-named Training Point Leaders (TPL's) and will be paid the PL premium (\$1.50/hr) while conducting the TPL function. When not involved in the TPL function, TPL's will complete their shift for that day as an RPL but may not 'bump' a PL or RPL already performing the function.
- b) The Company and the Union recognize that the TPL is a specialized function. Job Postings for TPL's will include a description of responsibilities as well as skills and abilities required.
- c) TPL's will be paid in accordance with their respective wage classification.
- d) TPL's will be subject to a 90 day assessment period.

SIGNED THIS 8 DAY OF May 20

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Riscon Services Limited

COB as Garda

Calgary International Airport

General Teamsters, Local Union No. 362

Larry Johns, Generál Manager

Robert Bouvier Jr. Labour Relations

BETWEEN: GARDA, Calgary International Airport

AND: GENERAL TEAMSTERS LOCAL UNION 362

RE: Supervisors

The Parties hereto agree to the following:

In order to facilitate the return of Supervisors to a position covered by the Collective Agreement, Garda and the Union agrees to the following:

Any Supervisor's that are out of the Union on date of ratification will be returned to the Union as either Point Leaders or Relief Point Leaders at the Company's discretion.

Any such Supervisor will be returned to the Union seniority list as agreed in Art. 15(a).

Wages will be paid in accordance with their respective wage classification.

The ninety (90) day assessment period will apply.

SIGNED THIS G DAY OF May 2006

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

Riscon Services Limited

COB as Garda

Larry Johns.

Calgary International Airport

David Frost Business Agent

Robert Bouvier Jr. Labour Relations

General Manager

BETWEEN: GARDA, Calgary International Airport

AND: GENERAL TEAMSTERS LOCAL UNION 362

RE: Transition Vacation Period : (June 1/06 to March 31/07)

The Parties hereto agree to the following:

Only Vacations previously granted in writing will be honoured between April 1/06 and May 31/06

Employees will be allowed to take the following allotted vacation during the Transition Period, all of which has been previously paid out by ServisAir Globeground:

Employees with 0 to 6 months service – no entitlement Employees with 6 months to 1 year service – 1 week entitlement Employees with more than 1 year service – 2 weeks entitlement

No Employee will be required to take Vacation during the Transition Period.

The Employer will allow up to five percent (5%) of employees in each Vacation Classification to take vacation at any given time.

Full-time Screening Officers
Part-time Screening Officers and Part-time Point Leaders
Full-time Point Leaders

Vacation preference will be awarded in seniority order within the Vacation Classification

Any employee wishing to take vacation in the Transition Period must put in a written request to the Resource Manager by May 1/06, it is recommended that employees list at least a 1st choice and a 2nd choice.

Final list will be posted by May 15/06

SIGNED THIS 8 DAY OF MAY

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited COB as Garda

Calgary International Airport

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

₋arrv Johns. General Manager

Robert Bouvier Jr. Labour Relations

BETWEEN: GARDA, Calgary International Airport

AND: GENERAL TEAMSTERS LOCAL UNION 362

RE: Shift Trade Procedures

The Parties hereto agree to the following:

1. Shift trades must be completed on the form supplied, legible and in full.

- Shift trades will be accepted up to seventy-two (72) hours prior to the start of the shift.
 - -Urgent exceptions may be approved on a case-by-case basis by SDMs.
- 3. Both parties must sign the shift trade form.
- 4. Both parties must ensure that the shift trade has been approved by an SDM.
- 5. Employees who give their shift away will NOT be eligible for overtime that day.
- 6. Shift Trades and Give Aways are paid at straight time and do not count towards maximum hours per day or forty (40) hours a week.
- 7. Overtime is only paid out on a shift trade or give away when you are requested to stay for additional hours by the Company and the hours exceed the normal length of the shift you accepted to work.
- 8. Shift trades can not be combined with other trades. i.e. no three-way or more trades.
- 9. An employee may not combine shift trades with their regular schedule if the combination exceeds more than seven (7) consecutive days without a day off.
- 10. Shift trades are intended to help employees have flexibility to deal with short-term schedule demands. They cannot be used to create extended periods where the employee is away from work.
- 11. Any employee will be allowed to Give Away a maximum of twenty-five percent (25%) of their scheduled shifts in any eight (8) week period.

Note: This does not include hours traded or exchanged

12. Failure to comply with the proper shift trade procedures may result in a **loss** of shift trade privileges for the employee concerned.

SIGNED THIS 8 DAY OF May 2006

ON BEHALF OF THE EMPLOYER:

Riscon Services Limited COB as Garda Calgary International Airport

Larry Johns, General Manager

Robert Bouvier Jr. Labour Relations

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

David Frost, Bysiness Agent