

COLLECTIVE AGREEMENT

BETWEEN

GARDA SECURITY SCREENING INC.
Calgary International Airport
(Herein referred to as the "Employer")

AND:

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

Effective October 18, 2010 up to and including March 31, 2012

13598 (02)

TABLE OF CONTENTS

BARGAINING AGENCY and DEFINITION.....	1
Definitions.....	1
DURATION OF AGREEMENT.....	2
UNION SECURITY.....	2
DEDUCTION of UNION DUES.....	2
MANAGEMENT RIGHTS.....	3
UNION ACTIVITIES of EMPLOYEES and LEAVES of ABSENCE.....	3
Union delegate.....	3
Unpaid Leave of Absence.....	3
Work for the Local Union.....	4
Injury or Illness.....	4
Bereavement Leave.....	4
Jury Duty.....	4
Maternity and Parental Leave.....	5
Paternity Leave.....	5
Marriage Leave.....	5
Special Medical Leave.....	5
SHOP STEWARDS.....	5
UNIFORMS and MISCELLANEOUS.....	6
Cleaning Allowance.....	6
Lunchroom.....	6
CONFLICTING AGREEMENT.....	6
TRANSFER of TITLE or INTEREST.....	7
GRIEVANCE PROCEDURE.....	7
Time limit.....	7
DISCIPLINE.....	8
PAYDAY and PAY STATEMENTS.....	8
ANNUAL VACATIONS.....	9
Vacation lists.....	10
GENERAL HOLIDAYS.....	11
SENIORITY and PROMOTIONS.....	12
HOURS OF WORK AND OVERTIME.....	13
Bidding Process.....	13
Breaks.....	15

TABLE OF CONTENTS. cont'd...

PERMANENT PART-TIME EMPLOYEES.....	15
ON-CALL CASUAL EMPLOYEES	16
BONDING.....	16
EMPLOYER SEARCHES	16
HEALTH and WELFARE PLAN	16
PENSION PLAN.....	18
WAGE RATES.....	18
SEPARATION OF EMPLOYMENT.....	19
INSPECTION PRIVILEGES.....	19
EVALUATIONS, EXTRA SKILLS or REQUIREMENTS.....	19
First Aid	19
PARKING ALLOWANCE	19
SAVING CLAUSE	19
COMPENSATION COVERAGE	20
STRIKES and PICKET LINES.....	20
ADVANCEMENT FUND.....	20
LETTER OF UNDERSTANDING #1.....	21
Shift Trade Procedures.....	21
LETTER OF UNDERSTANDING #2.....	23
LEAP.....	23
LETTER OF UNDERSTANDING #3.....	24
Vacation Relief.....	24

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 training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive bargaining unit members 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 Assistant Point Leaders (APLs), Training Point Leaders (TPLs) and Point Leader Training Assistants (PLTAs) is a full time or part-time employee as described below. A Point Leader's primary duty is to direct the work force and does not have the right to hire, fire or discipline. Assistant Point Leaders (APLs), Training Point Leaders (TPLs) and Point Leader Training Assistant (PLTA) 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 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

- a) This Agreement shall be in full force and effect from and including date of ratification up to and including March 31st, 2012 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. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month following ninety (90) calendar days of employment until the Local Union Initiation is fully paid.
- 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.
- f) At the beginning of each year, the Employer shall provide a schedule to all employees detailing the pay periods in which Union dues shall be deducted.

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.

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 up to thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only. Such requests for Leave of Absence shall not be unreasonably denied.
- d) Such leave may be extended for an additional period up to thirty (30) calendar days, without pay, when approved by the Employer in writing, with a copy to the Union, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.

- 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.
- 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 one (1) hour for all shifts that commence earlier than 08:00 and a minimum of three (3) hours for all other 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.

In the event of the death of a family member not covered above or any relative who resides permanently with the employee or with whom the employee resides, upon notification to the Employer, the affected employee shall be granted up to four (4) days Leave of Absence without pay.

- l) Jury Duty – all time lost by an employee on his/her regular work day due to necessary attendance on any court proceedings where subpoenaed as a juror, shall be paid for at the rate of the pay applicable to said employee. Once an employee is released from jury duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. An employee who is called for jury duty will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the court, provided that the employee furnishes the Employer with evidence of service. The employee must be returned to his/her regular assignment that he/she was on prior to being subpoenaed, either during a break in the court proceeding, or on 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, due to an incident that occurs in the workplace or on Employer related business, 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.
- 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.
- e) One Shop Steward will be allotted one (1) hour paid time to meet with new members to familiarize and introduce them to the Collective Agreement. This Orientation will occur after the Company's Orientation Class and Testing has been completed.

- f) A total of five (5) hours per week, paid at the employees regular rate of pay, will be made available to allow the Union sufficient paid time to conduct business. Shop Stewards will be released from their regular duties and will be available to the membership during these hours. The Union will provide an advance schedule to the Employer and the Employer will provide **use** of the employee lunchroom.

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. 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. Employees will be permitted to wear their own clothing limited to and provided it meets the following conditions:

Boots – must be black and polish-able
Gloves – must be either solid navy blue or solid black in colour
Toques – must be either solid navy blue or solid black in colour

In cases of extreme weather conditions where it is necessary for an employee to wear articles of personal clothing for warmth, the outer-most visible layer must be the CATSA provided uniform. 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 cost of uniform items not returned will be subject to Article 24 (c).
- d) Effective April 1, 2010, 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).
Effective April 1, 2011, for every four (4) weeks of work by an employee, the Employer shall pay to such employee a cleaning allowance of fifteen dollars (\$15.00).
- 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 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 within 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.

Grievance Panel: Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 2 of the Grievance Procedure.

The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.

The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents.

If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Schedule 2, they may proceed as outlined in the Rules and Procedures of Schedule 2.

- 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 - DISCIPLINE

- a) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing or render a disciplinary decision, the employee is entitled to have, at his or her request, a representative of the Union in attendance.
- b) An employee will receive a copy of any disciplinary record placed on his/her file, including reprimands, with a copy to the Union. The incident causing such disciplinary actions will not be taken in account to compound other disciplinary actions taken against the employee if there has not been a similar incident in the previous twenty-four (24) months. For the purpose of this article, "similar" will be defined in two categories: Attendance related and Work Performance related.

ARTICLE NO. 13 - 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 (1½x) or double (2x) time, the rate of wages applicable, and all deductions made from the gross amount of wages.
- c) Payment of wages will be made by direct deposit to the employee's bank account.
- d) Any error in payroll by the Employer, of seventy-five (\$75.00) or more, shall be paid to the employee within five (5) business days of the error being brought to the attention of the Site Management Team. All pay adjustments will be explained in full. Grievances resulting from pay discrepancies that are not resolved within the five (5) business days, as prescribed above, will be initiated at the Step 3 level.
- e) 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. 14 -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 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) 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 seven (7) 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.
- 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 classification will be recognized as separate groups for determining allocation of vacation:
 - 1. Screening Officers
 - 2. 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 (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.

- 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~~
- v) Employees who have vacation entitlement of more than two (**2**) weeks or four percent (4%) will have the option of rolling over a maximum of one (**1**) week or two percent (**2%**) to the following years allotment (no cascading). Employees who wish to exercise this option will notify the Company by no later than October 1st of the current vacation year.

ARTICLE NO. 15 -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 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 (**1 ½**) 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. 16 - 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.
- 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 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 an employee, for just cause, up to one hundred and twenty (120) days after obtaining Foundations1 certification or up to sixty (60) days for employees hired with CATSA certification. Such one hundred and twenty (120) day period shall not exceed one hundred and eighty (180) days from first day on pay roll for employees.
- i) 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 unsatisfactory for the position or if the employee wishes not to accept such position, he/she shall be returned to their previous classification. Upon successful completion of the probationary period, it is understood and agreed that PLs will remain in such position for a minimum of a one (1) year term.

- 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.

- k) 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 17 - HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) A minimum of two (2) times per 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 forty (40) hours per week 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.

Paid Sick Days, Paid Bereavement Leave, Paternity Leave and Vacation Days, including day in lieu for a General Holiday falling during the employee's vacation, will be counted as regular scheduled days worked for the purpose of forty (40) hours per week as the qualifying requirement for full-time Screening Officers working overtime on their days off and entitlement for the appropriate overtime rates of pay.

- d) **Bidding Process:** 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).

The Employer will build part time shifts and part-time employees will bid in order of seniority on available part time shifts.

- 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 re-negotiate.

- 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**.
- l) No Full-time or permanent parttime employee will be scheduled to work more than two **(2)** consecutive days at the same PBS work location (Point) during their scheduled work week. Tho Company will endeavour to ensure that skillsfor both PBS and HBS are maintained through the assignmentofduties 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) Employeeswill 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**.
- l) 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 (**1 ½ x**) 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 (**1½**) 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.
- u) 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. 18 - 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 fifteen (15) 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 part-time 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) Bidding Process-. 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. Base seniority date 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.
- 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. 19 - 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

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. 20 - 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. 21 - 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. 22 - 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.

- 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.
 The cost of the Plan, excluding Short Term and Long Term Disability coverage, will be two hundred and two dollars and thirty eight cents (\$202.38) per employee, per month.
 The cost of the complete plan shall be two hundred and sixty dollars (\$260.00) per employee, per month.
- g) 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 Parttime employees will not be entitled to Short term and Long term disability coverage.
- h) Effective January 1, 2011, the Company will be responsible for a maximum five dollars (\$5.00) increase per employee, per month, 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 Employer shall continue to pay their Health and Welfare premiums so that the employee shall be protected to the utmost, provided:
- The employee reimburses the Employer for such contributions and is at no time more than three (3) months in arrears
 - When the employee returns to work, the Employer shall deduct from their earnings any monies the Company has paid out in respect to their contributions
 - In the event an employee does not return to work and the employee refuses or neglects on demand at their last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.
- 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. Doctors notes will only be requested for absences consisting of three (3) consecutive days or longer.
- 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.

- l) Effective April 1, 2010, 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%) of an employee's regular hours worked. Effective April 1, 2011, this amount will increase to two point eight (2.8%) percent.
- 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. 23 - PENSION PLAN

- a) Effective April 1st, 2009, the Employer will contribute eighty cents (80¢) per hour worked for all employees who have attained a Level 3 CATSA Certification.

Effective April 1st, 2011, the Employer will contribute eighty five cents (85¢) per hour worked for all employees who have attained a Level 3 CATSA Certification.
- 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. 24 - WAGE RATES

April 1st, 2010

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$15.12				
Level 2	\$16.15				
		\$17.18	\$17.54	\$17.90	\$18.26

April 1st, 2011

Screening Officer		Level 3.1	Level 3.2	Level 3.3	Level 3.4
Level 1	\$15.57				
Level 2	\$16.63				
		\$17.70	\$18.07	\$18.45	\$18.81

Effective the date of ratification, the Point Leaders premium rate will be twelve point five percent (12.5%) above the Level 3.4 rate in effect at any time. Assistant Point Leaders (APLs) and Training Point Leaders (TPLs) will receive the premium paid in increments of fifteen (15) minutes for time worked.

ARTICLE NO. 25 -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.
- 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. 26 - 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. 27 - RE-CERTIFICATION EVALUATIONS, 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.
- 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. 28 - PARKING ALLOWANCE

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

ARTICLE NO. 29 - 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. 30 - 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. 31 - 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.
- b) 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.

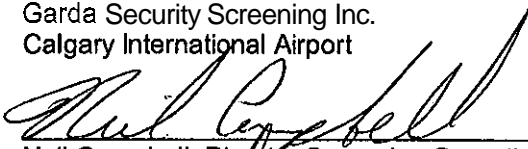
ARTICLE NO. 32 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- 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 _____ 2010

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Calgary International Airport



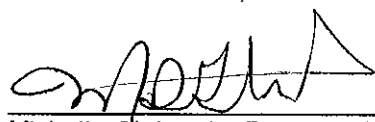
Neil Campbell, Director Screening Operation
Alberta



Warren Maines, General Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Michelle Glubrecht, Business Agent



David Frost, Business Agent

LETTER OF UNDERSTANDING#1

BETWEEN: **GARDA SECURITY SCREENING INC.**
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.
2. 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. One time during every calendar year, this amount will be increased to fifty percent (50%) of their schedule shifts during an eight (8) week period.

Note: This does not include hours traded or exchanged

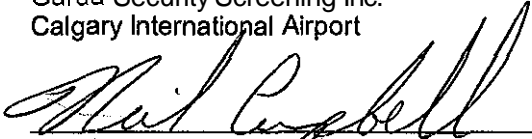
12. Failure to comply with the proper shift trade procedures may result in a **loss** of shift trade privileges for the employee concerned.

LETTER OF UNDERSTANDING #1 (Continued)

SIGNED THIS ____ DAY OF _____ 2010

ON BEHALF OF THE EMPLOYER:

Garda Security Screening Inc.
Calgary International Airport



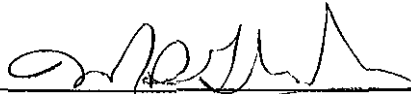
Neil Campbell, Director Screening Operation
Alberta



Warren Maines, General Manager

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



Michelle Glubrecht, Busin-ss Agent



David Frost, Business Agent

LETTER OF UNDERSTANDING #2

BETWEEN: **GARDA SECURITY SCREENING INC.**
Calgary International Airport

AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE: **LEAP**

The Parties hereto agree to the following:

1. Each employee working at the Calgary International Airport will be eligible for a Local Employment Adjustment Premium (LEAP). Effective the date of ratification, the LEAP calculation will be as follows:

Fifteen percent (15%) of the current L 3.4 rate in effective x 2080 per year for Full time employees. Part time employees will receive fifty percent (50%) of this amount.

Date of Ratification: \$5697.12
April 1, 2011: \$5868.72

- 2. This premium will be divided into twenty six (26) separate payments and will be paid bi-weekly.
- 3. In order to qualify for the LEAP payments, employees must have worked at least fifty percent (50%) plus one (1) hour of their regular scheduled shifts in the two (2) pay cycles used to calculate these payments. It is further understood and agreed that paid absences (Vacation, including day in lieu, General Holidays, Jury Duty, Bereavement, Paternity, Paid Sick Days, WCB) will be counted as regular scheduled days worked. Unpaid absences and overtime will not count towards eligibility for LEAP payments.
- 4. New hire employees will be eligible for LEAP payments in their first (1st) month of employment.
- 5. This LOU will expire along with the expiration of this agreement and the LEAP will not be guaranteed beyond this date.


SIGNED THIS ____ DAY OF _____ 2010


ON BEHALF OF THE EMPLOYER
Garda Security Screening Inc.
Calgary International Airport


Neil Campbell, Director Screening Operation
Alberta


Warren Maines, General Manager

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


Michelle Glubrecht, Business Agent


David Frost, Business Agent

LETTER OF UNDERSTANDING #3

'BETWEEN: **GARDA SECURITY SCREENING INC.**
Calgary International Airport

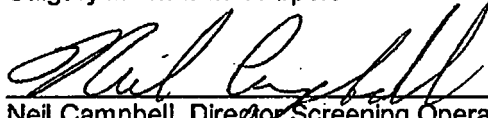
AND: **GENERAL TEAMSTERS LOCAL UNION 362**

RE **Vacation Relief**


The Company and Union agree to form a sub-committee to negotiate an LOU with regards to the development of Vacation Relief shifts. Both parties agree that every effort will be made to reach a consensus but should none be met, the Company will withdraw.

SIGNED THIS ____ DAY OF _____ 2010

ON BEHALF OF THE EMPLOYER
Garda Security Screening Inc.
Calgary International Airport



Neil Campbell, Director Screening Operation
Alberta



Warren Maines, General Manager

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



Michelle Glubrecht, Business Agent



David Frost, Business Agent