

Third Collective Agreement

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Collective Agreement

BETWEEN

AEROGUARD INC. (Supervisors and Administration)
WINNIPEG, MANITOBA

AND:

GENERAL TEAMSTERS LOCAL UNION NO. 979
affiliated with the International Brotherhood of Teamsters,
and
Teamsters Canada

April 1, 2009 to March 31, 2011

13638(03)

ARTICLE NO. 1 - BARGAINING AGENCY AND DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 979 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of **“all employees of Aeroguard Inc. located at Winnipeg International Airport employed as supervisors and administration staff, excluding site manager and assistant site manager”**, as detailed in CIRB Order No. 8988 - U. Note the Company may add additional site managers where there is mutual agreement between the Union and the Company on a case by case basis. The Union agreed in Collective Bargaining to up to two assistant site managers as of Date of Ratification.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at the Winnipeg International Airport only.
- c) The Employer recognizes General Teamsters Local Union No. 979 as the exclusive representative for the purpose of collective bargaining for all employees in the classification of supervisors and administration staff.
- d) The term “employee” as used in this Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. 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, and charters. No work which the employees perform, or can perform, shall be sub-contracted out in any manner.
- f)
 - 1. All employees holding a schedule of hours shall be carried on a single seniority list with two (2) seniority dates; one date shall be the first day worked as a Supervisor and; the other seniority date shall be the date they were originally employed in any capacity by either Executive Security or Aeroguard Inc..
 - 2. All employees shall have as their seniority date for the purpose of bidding on schedule selection the date they worked their first shift as a Supervisor. All employees previously employed either by Executive Security or Aeroguard Inc. shall have their original date of hire with either Company as their seniority date for vacation entitlement and all other articles of the Collective Agreement other than those covering the bidding of schedules and vacation selection.

ARTICLE NO. 2 - DURATION OF AGREEMENT-

- a) This Agreement shall be in full force and effect from and including **April 1, 2009**, up to and including **March 31, 2011**, 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, subject to the Canada Labor Code Part III section 87.4.

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 employ since the previous checkoff was remitted, in addition to the names of all new employees hired during the preceding checkoff month. The Union shall then immediately send the Employer a current checkoff 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 checkoff, 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 Initiation Fees shall be in increments of twenty - five dollars (\$25.00) per pay check commencing the first pay period 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 tenth (10th) 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 and social insurance numbers of the employees for whom the deductions were made, and the amount of each deduction. **Where the Employer is not remitting such dues, initiation etc. as outlined herein above the Employer shall indicate the reason for not remitting on the Local Union check off.** 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) The Company shall pay the sum of six dollars (\$6.00) per month to General Teamsters Local Union No. 979 on behalf of each employee for placement in the Union's Industry Advancement fund.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

- a) The Employer shall have the right to hire, discipline, demote or discharge employees for proper cause.
- 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, any new rules or changes to the rules must be clearly communicated to the employee and copied to the Union prior to

implementation. The employee shall sign a confirmation that a copy of the Employer's rules and regulations was received, and that their meaning is understood.

- c) Whenever possible, all rules and procedures are to be detailed in writing and clearly communicated to the employees, a copy of the Employers rules and procedures shall be made available to the Union upon request, and any changes to the Employers rules and procedures shall be copied to the Union whenever possible thirty (30) days prior to implementation, and shall be clearly communicated to all employees prior to implementation.
- d) The Employer agrees that in all instances where discipline is involved that the principle of progressive discipline will be followed. The Employer further agrees that twelve (12) months following the imposition of any discipline the discipline shall be removed from the employees file provided the employee has had no discipline of a similar nature within the immediately preceding twelve (12) months. Where the employee has had discipline of a similar nature, the Employer may hold the discipline up to six (6) additional months for a total of eighteen (18) months. After either twelve (12) or eighteen (18) months as the case may be, the discipline shall be removed from the employees file and it shall be considered null and void for the purposes of further discipline.
- e) It is recognized that the imposition of discipline is the exclusive right of the Company. Verbal reprimand, written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending on the gravity or the frequency of the infraction in question.
- f) Except in cases of conduct which would support discharge such as dishonesty, falsification of records, insubordination, sexual harassment or culminating incidents supporting discharge, employees shall be allowed to choose one of the following options at the time the discipline is dispensed:
 - i) accept and serve the suspension. An employee choosing i) will be deemed to have forfeit his rights to the the grievance and arbitration procedure.
 - ii) grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee choosing ii) will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The above does not apply in cases of discharge.
- g) A written confirmation of discipline addressed to the employee concerned must state the reasons for the discipline with a copy transmitted to the Union offices.

ARTICLE NO. 6 - UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.
- d) Such Leave may be extended for an additional period of thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.
- f) An employee requesting an unpaid Compassionate Leave will be given special consideration, and may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed ninety (90) days. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the ninety (90) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least fourteen (14) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so

that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times wherever possible - a minimum of one (1) hour for day shifts, or two (2) hours for afternoon shifts. Failure to comply may result in disciplinary action being taken by the Employer.

j) Employees must keep the Employer notified of their correct address, phone number and current banking information (for payroll purposes) at all times.

k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, step father, step mother, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents) upon notification to the Employer, the affected employee shall be granted five (5) days Leave of Absence with pay. An additional period of up to five (5) days unpaid Leave of Absence shall be granted upon request.

In the event of the death of the employees aunt, uncle or where the employee has been asked to be a pallbearer the Employer shall allow one (1) day off without pay in order to allow the employee to attend the funeral.

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.

l) **Jury Duty** - All time lost by an employee on his regular work day due to necessary attendance on any court proceedings where subpoenaed as a witness or juror, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from witness duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. All witness payments received by the employee from courts or otherwise shall be reimbursed to the Employer, by endorsement of witness fees to the Employer. The employee must be returned to his regular assignment that he/she was on prior to being summoned or subpoenaed, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.

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

m) **Maternity and Parental Leave** - shall be as defined and outlined in the Canada Labor Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, the Employer shall reinstate her to her former position at not less than the same wages and benefits. *The employee shall provide four (4) weeks notice advising the Employer of the date of return to work.*

During the period of maternity leave/parental leave, the employer shall allow the employee the right to work the minimum number of hours necessary to maintain their CATSA certification. In the event the employee is unable or declines to work the minimum number of hours required to maintain the CATSA certification, the employee after having given the four (4) weeks notice of return to work, shall be re-qualified by the employer as soon as possible prior to the return to work.

- 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. An employee will be granted a Leave of Absence without pay to attend the wedding of a member of their immediate family.
- p) **Personal Leave** - The Employer shall grant unpaid time off to an employee for such leave up to six (6) days per year, such days may be taken in single or multiple days. In order to avail himself of personal days the employee must advise the employer in writing on a form provided by the employer seven (7) days in advance. The criteria for allowing such time off shall be the same as that used to allow employees off on annual vacation. Vacation requests shall take precedence.
- q) **Sick Days** - Effective January 1, 2006 all employees covered by this Collective Agreement will accrue Sick Days based upon two percent (2%) of an employee's regular hours worked.

Effective April 1, 2007 this benefit shall be increased to two point four percent (2.4%) which is the equivalent of 6 days, this benefit shall be further increased April 1, 2008 to two point eight percent (2.8%) which is the equivalent of 7 days. **Effective April 1, 2009 this benefit shall be further increased to three point two percent (3.2%) which is the equivalent of eight (8) days.** Unused Sick Days can be paid out annually providing an employee maintains a minimum of six (6) Sick Days in their bank. This is not a termination benefit.

ARTICLE NO. 7 - SHOP STEWARDS

- a) The Union shall appoint or elect Shop Stewards from the bargaining unit 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 the Employer Human Resources Department 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) A Shop Steward shall be present any time an employee is interviewed by management where the result of the interview may lead to discipline, unless the employee advises the Steward that his/her presence is not wanted. In the event there is no Steward on site the employee shall have the option of meeting management with another employee of his/her choice, or where a suspension may result, go off work without pay and return to address the matter when a Steward or Business Agent is available.

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 in the Employer's Uniform Policy, and will be subject to change only upon mutual agreement between the Company and the Union. Additional uniform(s) (e.g. maternity or difficult sizes) must be approved by management and will be supplied by the Company. Where the Company is unable to supply articles as agreed upon in this article the employee will upon receiving the Company's prior approval purchase the item and thereafter will be reimbursed upon presentation of receipt. Adequate winter wear will be provided, at the Company's expense. (e.g. US Customs Bridge and Ramp Duties)
- c) Upon termination of employment, the employee is required to return all pieces of the uniform which bear an external logo, including the shield. The employee's final paycheck will not be issued until all required pieces of the uniform are returned to the Employer.
- d) Effective the date of ratification of this agreement, for every four (4) weeks of work by an employee, the Employer shall pay to such employee a cleaning allowance of **sixteen dollars (\$16.00) and mill remain at sixteen dollars (\$16.00) for the duration of this agreement.**
- e) Employees shall 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, and the matter shall be corrected in a reasonable period of time, at the Company's expense.

- 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. The lunchroom shall be equipped with a fridge (where the employees lunches may be kept) and microwave, and shall be used for the exclusive use of the employees for lunch and breaks during normal hours of operation. It is understood and agreed that the Supervisors and Administrative staff will be provided with a separate lunch room from that used by the Aeroguard Pre Board Screeners.
- g) The Employer shall provide footwear as part of the uniform, however where the employee declines the footwear provided by the employer, the employee shall provide a medical note to support such decision, thereafter the employee shall be given one hundred and twenty five dollars (\$125.00) annually to be used towards the purchase of footwear. In an effort to provide suitable footwear to both the Employer and the Employee a committee shall be appointed by the Union and the Company to review footwear to be purchased prior to an employee availing himself of this provision.
- h) The Employer shall supply clean lockers where the employees may keep their belongings while in the employ of the employer. It shall be the employees duty to keep the lockers clean once they have been assigned.
- i) The Employer agrees that whenever an employee is required to provide a medical note or report for any reason that all such notes or reports shall be paid for by the Employer.
- j) Employees shall not be asked or required to give oral or written statements against fellow Union members, where such oral or written statements are not directly related to the fulfillment of the employee's duties to the Employer.
- k) **In the even that the Employer is required to create a new classification, the Employer shall send to the Union two (2) copies of its title, description, qualifications and proposed wage rate. As soon as reasonably possible following receipt of the Employer proposal the parties shall meet to discuss the new classification and proposal. Where the parties cannot agree in whole or in part on the terms and conditions of the new classification the matter shall be referred to arbitration for a final determination. It is agreed that the new classification shall not be implemented until either agreement is reached between the parties or in the alternative a determination has been rendered by the arbitrator.**

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) Any grievance of a disciplinary nature shall first be taken up between such employee and the employer's Management Team. Such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time Limit to institute a grievance:

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

- b) Failing settlement under a) above, such grievance shall be taken up between the employee's Supervisor, or higher authority, and a Shop Steward or Local Union Representative. This Step must be completed within ten (10) calendar days from the completion of a) above.
- c) Failing settlement under b) above, such grievance and any question or controversy that is not of a kind that is subject to a) and b) above, the grieving party shall reduce the grievance to writing and it will be referred to and take up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union, and two (2) representatives of the Employer, appointed by an officer of the Employer.

Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized that any settlement arrived at by the Board on a specific grievance shall be final and binding.

- d) Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, c) above, must be completed within ten (10) calendar days from the completion date of b) above.
- e) In all such grievance procedures, the Union representative shall act in the capacity of Chairman of the meeting, and the representative of the Employer shall act in the capacity of Recording Secretary.
All copies of all minutes shall be signed and dated by both the Union and the Employer.
- f) Failing settlement under the above steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

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

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

ARTICLE NO. 12 - 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 (1½) or double time, the rate of wages applicable, and all deductions made from the gross amount of wages.

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

Any error in payroll calculation by the Employer, of twenty-five dollars (\$25.00) or more, shall be paid to the employee within ninety-six (96) hours of the error being brought to the attention of the Site Management Team. All pay adjustments will be by separate cheque and will be explained in full.

Failure by the Employer to correct a payroll error within ninety-six (96) hours of being notified, in writing, will result in a penalty of ten dollars (\$10.00) per day until the error is paid.

Should the employee be overpaid, the employee shall have the right to pay back the overpayment.

ARTICLE NO. 13 - ANNUAL VACATIONS

Vacation entitlement will be retroactive to January 1, 2006.

Vacation entitlement improvements outlined in 13 (b) and (c) below will take effect April 1, 2010.

- a) Employees who have previously completed or subsequently complete one (1) calendar year as an employee, shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation. A calendar year shall be twelve (12) months from the date an employee commenced work.
- b) Employees who have previously completed or subsequently completed **three (3)** years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation.
- c) Employees who have previously completed or subsequently 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 of service dating from their anniversary date prior to receiving said vacation.
- d) Employees who have previously completed or subsequently completed **eleven (11)** 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 of service dating from their anniversary date prior to receiving said vacation.
- e) Employees entitled to vacations as set forth above shall be given their vacations within six (6) months of their anniversary date, and at a time suitable to the Employer and employee, based on seniority. Employees currently receiving a greater number of vacation weeks than outlined in the paragraphs above shall be red circled at their current vacation entitlement and shall continue to receive their current vacation entitlement until the provisions of this article increase their entitlement at which time such employees shall fall under the terms of this article.
- f) Employees, at their option, shall have the right to split their vacation into separate periods consisting of a minimum of two (2) days at a time. Further where there is mutual agreement between the Employer and Employee the employee may be allowed to take vacation in single day increments. The Employer will do its utmost to co-operate with any employee's vacation requirements where extenuating problems exist. It is agreed that single or multiple weeks of vacation selection shall take precedent over one or two days of vacation.

Definition - one week is seven (7) calendar days.

- g) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- h) 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.
- i) The employee must request vacation pay one (1) week prior to the scheduled vacation for a week/weeks of vacation, or a single day of vacation and the Employer shall pay such vacation pay by direct deposit on the regular payday.
- j) 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.
- k) Annual vacation must be taken between January 1 and December 31 of the current contract year, however upon request the employee shall be allowed to carry over up to three (3) weeks vacation to the following year where there is mutual agreement between the employer and employee to do so.
- l) Vacation lists shall be posted March 1st of each year, and employees shall designate their choice of vacation time before March 31st . If an employee fails to designate his/her choice of vacation time on such listing while posted, vacation time shall be granted on a first come first served basis thereafter by the Employer. The Employer shall post the final vacation schedule by April 7th , and it shall remain posted for the balance of the year to which it applies. Once posted, this vacation schedule will not be altered unless mutually agreed to between the Employer and the employee(s) concerned.
- m) Unless the employer and the Union agree there is only one (1) classification for the purposes of granting vacation, and the employer shall allow a minimum of one (1) employee off on a full week/weeks block and a minimum of one (1) off on single day/days at any one time . It should be noted that in order to take single days off there must be mutual agreement.

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:

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

- b) Each full-time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training. In the event the employee is working on a regular shift of greater than eight (8) hours duration the employee shall be paid the number of hours for that regular shift at straight time for such Holiday.

- c) In addition to b) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid as follows:

1. The first eight (8) hours (or regular shift hours if greater than 8), for that employee on the holiday or portion thereof - time and one-half (1 ½) their regular rate
2. All hours in excess of eight (8) (or regular shift for that employee), and up to and including eleven (11) hours - double (2x) the regular rate
3. All hours in excess of eleven (11) - triple (3x) the regular rate

- d) Employees required to work on any holiday as noted above shall have the option of either being paid out in the fashion outlined above or be allowed to take a day off with pay in lieu at another date mutually agreed upon.

ARTICLE NO. 15 - SENIORITY AND PROMOTIONS

- a) For the purpose of this Agreement, Aeroguard Inc. will recognize the existing seniority/hours worked of the former Executive Security and Aeroguard Inc. employees (screeners/supervisors). Any pay increase due to these employees will be explained in full and paid to the employee by a separate deposit.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable for any work which is to be done. Seniority shall be based from the first day

worked as a supervisor for shift bid and vacation selection purposes, total seniority as outlined in a) above shall be used for all other purposes.

- c) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- d) Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. In the event the lay off is to be permanent the employee shall be so notified and paid severance in accordance with the Canada Labor Code.
- e) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a cut-down in staff of the department, 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.
- f) The Employer shall provide the Union with a separate seniority list immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.
- g) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the initial posting of the seniority lists. The Employer shall date stamp the seniority list when posted.
- 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, during the period up to ninety (90) calendar days from commencement of employment.

ARTICLE NO. 16 - HOURS OF WORK (changes in bold effective the date of ratification)

- a) The calendar week shall be from 12:01 a.m. Monday to midnight the following Sunday.
- b)
 - (i) Schedules will be submitted for mutual agreement by both the Employer and the Union prior to implementation. Such schedules will normally be on a semi-annual basis or may be at the request of the Union up to twice annually. Seniority of the employee shall be the determining factor when awarding schedules of work.
 - (ii) Schedules will be developed by Management in conjunction with the Labor Relations Committee. The Labor Relations Committee will have representation from each shift.

Agreed upon schedules will be subject to a shift bid with employees bidding in order of seniority and qualifications. Seniority will prevail where qualifications are equivalent. Shift bid procedures will be developed in conjunction with the Labor Relations Committee.

Immediately following ratification of the Collective Agreement the Employer shall conduct an overall shift bid.

Any employee who reports to work on a normal work day, shall be guaranteed his regular scheduled shift or pay in the equivalent of the same, where no supervisory work is available.

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

- c) All time worked on an employee's first day of rest shall be at time and one-half (1 1/2) rates of pay, and all time worked on the second or third (where applicable) day of rest, shall be at double time rates of pay.
- d) Any employee called out after his/her working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay.
- e) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay.
- f) Employees will be given eight (8) hours free from duty on any shift change, and where an employee has his/her shift changed and he/she receives less than the eight (8) hours free from duty, he/she will receive overtime at the overtime rate shown herein for each fifteen (15) minutes unit that he/she is short of his/her eight (8) hours.
- g) If an employee is requested by the Company to leave early when working overtime on his/her day off, he/she will be paid only for the time worked. The employee must work at least four (4) hours on said shift.
- h) All employees may be required to work overtime, all of which shall be voluntary, and awarded in order of seniority. When overtime work is required and no employee volunteers to work such overtime, the junior employee shall be required to work such overtime; reverse seniority shall apply until enough employees are working to cover the shift. No employee will be requested to work overtime shifts while on vacation with the exception of an emergency situation.
- i) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid for the remainder of the shift on the day of the accident. All work related injuries must be reported immediately to a supervisor or manager.

- j) If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond two (2) hours overtime, the employee shall receive a meal allowance of **fourteen dollars (\$14.00) and effective April 1, 2010 sixteen dollars (\$16.00), paid on site at the time the overtime occurs.**
- k) Implementation of the whole of this Article shall be no more than two (2) weeks from the date of signing of this Agreement.
- l) Where an employee having bid on and been awarded a shift/schedule of hours by the Employer has his hours reduced by one (1) hour or more per week, such employee shall be entitled to use his seniority to bump to another shift/schedule of his choice.
- m) Any new or vacant position on any shift or schedule shall be posted for bid.
- n) The work week shall be any five (5) consecutive days beginning Monday at 12:01 am and ending midnight the following Sunday. The Employer shall allow a fifteen (15) minute paid break for each four (4) hours worked at straight time, and shall allow a thirty (30) minute paid lunch for each employee. Where an employee having completed an eight (8) hour day is required to work in excess of two (2) hours of overtime, such employee shall be granted a fifteen (15) minute paid break for each additional two (2) hours worked, and an additional paid lunch period after four (4) hours of overtime.

In addition to the above where there is mutual agreement the Company may schedule shifts of not more than eighty (80) hours every two weeks without overtime until after the regular hours scheduled for the employee on any given day. This is in keeping with the current practice, and may only be changed during the term of this Collective Agreement with mutual consent between the parties.

- o) The Employer will call employees for extra work on the basis of seniority.
- p) The Employer agrees that the Company's current practice allowing employees to exchange shifts shall be maintained for the life of the Collective Agreement. The practice is outlined herein as follows:
- (a) the change is to be requested in writing on a form provided for such purpose by the Employer and signed by the two (2) employees involved at least three (3) days in advance;
- (b) the two (2) work shifts shall be scheduled within the same pay period (ie: 2 weeks); however the total hours within the same pay period (ie 2 weeks) shall not exceed eighty (80) hours;
- (c) the changes in work shifts are not to result in the payment of any overtime;
- (d) the change in work shifts is not to harm operations;

(e) any debit or credit in **salary** caused by any reason whatsoever (ie. late arrival for work or payment of a statutory holiday) shall be attributed to the employee who actually performs the work.

- q) With mutual consent of the Employer and the Union, extended hour days and/or modified work weeks may be established.
- r) Employees shall be allowed to bank overtime to a maximum of sixteen (16) hours to be taken at a time mutually agreed upon between the employer and the employee. The criteria for allowing the employee time off shall be the same used to allow a number of employees off on vacation.

ARTICLE NO. 17 - 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. 18 - EMPLOYER SEARCHES

- a) The Employer will not require employees represented by General Teamsters Local Union No. 979 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. 19 - HEALTH AND WELFARE PLAN

- a) The Employer shall provide the Prairie Teamsters Health and Welfare Plan, including Long Term and Short Term Disability coverage, to all employees, members of the Union, and eligible dependants coming under the jurisdiction of this Agreement.
- b) Any 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. (this shall include time worked as an airport screener for Aeroguard at the Winnipeg International Airport)

- 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 complete forms and/or remit premiums on the due date [being the tenth (10th) day of each month], to the trustees, will cause the Employer to be liable for any 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 all employees.

Effective November 1, 2005, the cost of the complete plan shall be two hundred and six dollars (\$206.37) per employee, per month.

The Company will be responsible for a maximum five dollars (\$5.00) increase per year effective January 1, 2007.

The Company will be responsible for an increase of total cost up to a maximum five dollars (\$5.00) per month per member per contract year 2008 and 2009.

The Company shall be responsible for an increase of total cost up to a maximum of five dollars per month per member per contract year at January 1st of each year.

- g) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of three (3) months from date of illness or injury. After three (3) months, the employee will have the option to continue paying their own premiums through the Company.
- i) The Employer will pay for all medical examinations required by the Employer with the exception of the initial medical exams required by Transport Canada at the entry level, or processing, stage of the trainee. The maximum the Employer is required to pay per medical examination is thirty dollars (\$30.00).

ARTICLE NO. 20 - PENSION PLAN

- a) Effective date of ratification the Employer will contribute fifty cents (\$0.50) per hour for each hour worked for all employees to the Prairie Teamsters Pension Plan.

Effective April 1, 2007 the Company will contribute sixty cents (\$0.60) per hour for each hour worked for all employees to the Prairie Teamsters Pension Plan.

Effective April 1, 2008 the Company will contribute seventy cents (\$0.70) per hour for each hour worked for all employees to the Prairie Teamsters Pension Plan

Effective April 1, 2009 **the Company** will contribute eighty cents (\$0.80) per hour for each hour worked for all employees to the Prairie Teamsters Pension Plan.

Effective April 1, 2010 the Company will contribute ninety cents (\$0.90) per hour for each hour worked for all employees to the Prairie Teamsters Pension Plan.

- b) Contributions and remittances referred to above shall be remitted monthly, by the fifteenth (15th) 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. 21 - Wages - (effective April 1, 2009)

All Employees of this Bargaining Unit on or after the Date of Ratification

April 1, 2009	\$22.07/hour
September 1, 2009	\$22.99/hour
April 1, 2010	\$23.50/hour
September 1, 2010	\$24.00/hour

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ARTICLE NO. 22 - SEPARATION OF EMPLOYMENT

- a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge, subject to other clauses of this Agreement.
- b) If an employee is terminated, or quits, he shall receive his final pay cheque including all monies owing to him, subject to Article No. 8 (c), by his next regular payday.
- c) 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.
- d) This Article shall not apply where an employee has failed to surrender all necessary documents 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 Payment of Wages Act.

ARTICLE NO. 23 - 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. 24 - 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.
- b) CATSA and/or Transport Canada (TC) shall determine the certification, endorsement and/or designation function required to perform the duties of a Supervisor. However, the Employer will have additional duties (evaluations, surveys, attending Supervisor meetings etc.) to encompass all duties for a Supervisor.

Where a Supervisor is deemed by CATSA or TC not to be certified, endorsed, and/or designated the Employer shall endeavour to immediately take the necessary steps to re-certify, re-endorse and/or re-designate the Supervisor and there shall be no loss of seniority during the re-certification, re-endorsement, and/or re-designation period.

- c) The Employer shall provide all employees with all the training required to perform their job duties in their classification. Additionally where training or other courses not offered by the employer are taken by the employee, provided prior permission has been obtained by the employee, the costs of such courses shall be paid by the Employer.

ARTICLE NO. 25 - PARKING/TRANSPORTATION ALLOWANCE

- a) The Employer shall pay one hundred percent (100%) of the cost of staff parking at the Winnipeg International Airport.
- b) Where an employee does not require parking such employee shall be paid the equivalent of the cost of parking, bi weekly.

ARTICLE NO. 26 - 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. 27 - 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 Manitoba.

ARTICLE NO. 28 - 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 Labor Code.

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

- b) In the event of a strike, by a Labor 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 Labor Code, unless to do so would endanger the life of the employee.

ARTICLE 29 - LABOR RELATIONS MEETINGS

Labor Relations meetings will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety committee. These meetings shall occur at least every three (3) months.

ARTICLE 30 - HEALTH AND SAFETY AT WORK

a) Cooperation

The parties agree to cooperate in order to establish and maintain conditions conducive to ensuring proper health and safety at work for all employees.

b) Respect of the Law

The Company, the Union and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.

c) Health and Safety Committee

The Health and Safety Committee will be comprised of one (1) member appointed by the Union.

The Committee's functions are those provided for in Article 135 (6) of Part II of the Canada Labor Code.

d) Committee Meetings

(i) The Health and Safety Committee shall meet on a monthly basis. Minutes of each meeting must be taken and remitted to each of its members and posted on the bulletin board along with a copy to the Local Union.

(ii) Members of the Health and Safety Committee shall not be required to perform their normal functions during the time necessary to attend the said meetings and shall not suffer any loss of regular wages by reason thereof.

(iii) All time spent in such health and safety meetings shall be remunerated at the applicable regular or overtime rate.

e) Right of Refusal

An employee may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of Articles 128 and following of the Canada Labor Code.

f) Government Inspection

A Union member of the Health and Safety Committee shall be present, during a governmental inspection in a matter of health and safety. All reports of such inspections or inquiries shall be remitted to all members of the Health and Safety Committee.

g) Safety Training

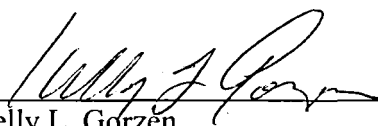
The Company agrees to meet any safety training requirements specified under Part II of the Canada Labor Code or any other legislation which may apply.

THIS COLLECTIVE AGREEMENT SIGNED THIS th 5 DAY OF January, 2010.

ON BEHALF OF THE EMPLOYER:
Aeroguard Inc.
Winnipeg International Airport

ON BEHALF OF THE UNION:
General Teamsters Local Union No. 979

Bill Brown


Kelly L. Gorzen

LETTER OF UNDERSTANDING NO. 1

The Company agrees that in the event that a bonus program from CATSA is implemented for the bargaining unit members that such bonus payments shall be wholly paid out to the bargaining unit members.

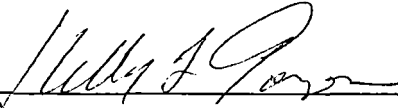
THIS LETTER OF UNDERSTANDING SIGNED THIS 5th DAY OF January, 2010.

ON BEHALF OF THE EMPLOYER:
Aeroguard Inc.
Winnipeg International Airport

ON BEHALF OF THE UNION:
General Teamsters Local Union No. 979



Bill Brown



Kelly L. Gorzen