

COLLECTIVE AGREEMENT

BETWEEN

GARDA

Garda Canada Security Corporation
COB AS GARDA
(herein referred to as the "Employer")
Edmonton, AB

AND:

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



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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive Representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda Canada Security Corporation Ltd. located at Edmonton International Airport excluding office and clerical staff, manager, assistant site manager, pass control office manager and security operations control center manager, and also excluding those employees covered under certification order no, 9012-U.
- b) This Agreement shall cover all employees, as defined in (a) above, employed by the Employer at Edmonton 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 classifications described in article 1a)
- 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, qualification, providing it does not deprive bargaining unit members of work.

No work, which the employees perform, or can perform, shall be sub-contracted out in any manner.
- f) **Definitions**
 - 1. A “Full-time Employee” is an employee who holds a position on a continuous basis, in accordance with Article No. 16(b) paragraph 2.
 - 2. A “Permanent Part-time Employee” is an employee who holds a position on a continuous basis, in accordance with Article No. 17(a).
 - 3. “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 May 31st 2009 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement, within four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- c) The expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE NO. 3 - UNION SECURITY

- a) The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants for employment.
- b) The Employer agrees that when new employees who are not referred by the Union, are hired, the Employer shall have such employee complete the required Application for Union Membership cards, as supplied by the Union to the Employer, and mail same to the Union offices as soon as possible.
- c) All employees shall be required to become and remain a member in good standing of the Union, as a condition of employment with the Employer.

ARTICLE NO. 4 - DEDUCTION OF UNION DUES

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

- d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the twentieth (20th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names of the employees for whom the deductions were made, and the amount of each deduction. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.
- e) The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

ARTICLE NO. 5 - MANAGEMENT RIGHTS

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

ARTICLE NO. 6 - UNION ACTIVITIES of EMPLOYEES and LEAVES of ABSENCE

- a) The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. No employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- b) During an authorized, unpaid Leave of Absence, an employee shall maintain and accumulate seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may if approved by the Employer be granted an unpaid Leave of Absence in writing with a copy to the Union, for a period of thirty (30) calendar days. Under such unpaid Leave, the employee shall retain and accrue seniority only.
- d) Such Leave may be extended for an additional period of thirty (30) calendar days, without pay, when approved by both the Employer and the Union, in writing, and seniority shall accrue during such extension.
- e) Any employee hereunder on an unpaid Leave of Absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the Seniority List, and he/she shall no longer be considered an employee of the Employer.
- f) An employee requesting an unpaid Compassionate Leave will be given special consideration, and

may be required to substantiate the reason for such Leave, prior to returning to work. Any violation of this provision will be subject to disciplinary action.

- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid Leave of Absence from the employer for a period not to exceed ninety (90) days. Such Leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such Leave. At the expiration of the ninety (90) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.
- h) Employees must file a request for Leave of Absence, at least twenty one (21) days in advance, and the Employer must reply to the said Leave of Absence within seven (7) days of the request.
- i) When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so that adequate replacement may be made if necessary. The reporting of such injury or illness should be made prior to starting times - a minimum of two (2) hours for day shifts, or four (4) hours for afternoon shifts. Repeated failure to comply may result in disciplinary action being taken by the Employer.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) **Bereavement Leave** - In the case of death in the immediate family, (mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, daughter-in-law, grandchildren, and grandparents) upon notification to the Employer, the affected employee shall be granted three (3) days of leave of Absence with pay. The Employer shall grant an additional leave-of-absence of seven (7) days without pay 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.

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

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

- m) **Maternity and Parental Leave** - shall be as defined and outlined in the Canada Labor Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, two weeks notice shall be provided to the employer and the employer shall reinstate her to her former position at not less than the same wages and benefits.
- n) **Paternity Leave** - an employee whose partner has given birth shall be granted two (2) days of

paid Paternity Leave at the time of birth of the child, or on the date when the child is brought home.

- o) **Marriage Leave** - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend his/her own wedding. An employee will be granted a Leave of Absence without pay to attend the wedding of a member of their immediate family.
- p) **Special Medical Leave** - Where an employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the employer shall grant such unpaid time off providing the employee has requested such time off at least seven (7) days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellations.

ARTICLE NO. 7 - SHOP STEWARDS

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

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee. In return, all new employees will pay a 150\$ security deposit at the time of uniform issuance. Said deposit will be reimbursed after 6 months of continuous employment. If the employee leaves the Company within 6 months, the security deposit will be reimbursed in full when all the uniform pieces are returned to the Company. The company will maintain the current practice of replacing and refurbishing of uniform pieces. Said deposit will be deducted over 12 pay periods.
- b) Uniforms will be as described:
 - 4 pairs of pants
 - 4 shirts
 - 1 tie
 - shoulder boards
 - 1 3 in 1 jacket -Parka
 - sweater
- c) Upon termination of employment, the employee is required to return all pieces of the uniform. The employee's final pay voucher will not be issued until all required pieces of the uniform are returned to the Employer.
- d) 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 Employer 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 employee'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 taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Secretary-Treasurer or higher authority of the Union, and two (2) representatives of the Employer, appointed by an officer of the Employer.

Appointments to the Board by the Parties shall be in writing. All members of the Board shall have been duly appointed and so authorized that any settlement arrived at by the Board on a specific grievance shall be final and binding.
- 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 two (2) weeks basis, and dates will not be altered without consent of the Union.
- b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, at time and one-half (1½) and all deductions made from the gross amount of wages.

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

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

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

ARTICLE NO. 13 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of following reference years, from May 01st to April 30th.
- b) Employees who as of May 01st of the current year have completed less than one (1) year of service shall receive one day of vacation per full month of work up to a maximum of two (2) weeks vacation at four percent (4%) of their annual gross earnings for the reference year for which they are receiving their vacation.
- c) Employees who as of May 01st of the current year have completed one (1) year of service and less than five (5) years of service shall receive two (2) weeks vacation at four percent (4%) of their annual gross earnings for the reference year for which they are receiving their vacation.
- d) Employees who as of May 01st of the current year have completed five (5) years of service or more shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the reference year for which they are receiving their vacation.

- e) 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.
- f) Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay, in lieu of said General Holiday
- g) Vacation lists will be posted on January 01st, 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. The Employer shall post the completed vacation schedule by April 01st and it shall remain posted for the year. In the event an employee fails to designate their choice of vacation by January of the following year, vacation time for said employee shall be allocated at the discretion of the Employer.

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

- h) No changes will be permitted, after the end of the bidding period, If slots are available and employees face extenuating circumstances, the employer, at his discretion, will allow vacations changes with a thirty day (30) written notice. The union will be notified of any such request and will assist management in the re-booking of vacation.
- i) The following classifications will be recognized as separate groups for determining allocation of vacation:
 - a. Patrol - Static
 - b. Guard house – Central office
 - c. BSO
 - d. Air side team leaders and ground side supervisors
- j) The company may limit the number of employees per classification who can be on vacation simultaneously to five percent (5%). This ratio can be greater if the operation permits it and at the company's discretion.
- k) Annual vacation will be taken within the period of May 1st of the current year through to April 30th of the following year.
- l) 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.

- m) In the event that an employee leaves the employ of the employer, the employee will receive the payment of his accumulated vacation pay as per his entitlement under this article.
- n) The 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 preceding the commencement of the vacation, with two weeks written notice to the employer prior to such payday.
- o) The Employer shall furnish the employee with a statement showing the period for which the employee is receiving his/her vacation pay, how the vacation pay was calculated, and shall

include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax.

ARTICLE NO. 14 - GENERAL HOLIDAYS

- a) The following shall be recognized as General Holidays: If additional days are declared by the Federal and/or Provincial governments, the parties hereto will meet to determine observance and payment of such day

New Years Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
- b) Each full-time and part time employee shall be paid eight (8) hours pay for each such Holiday, following the first thirty (30) days of employment, which is calculated from the first day of training.
- c) 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.
- d) 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.

ARTICLE NO. 15 - SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, the Company will recognize existing seniority.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualifications for any work which is to be done. Seniority shall be based from the first day on pay roll.
- c) Should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw.
- d) Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all qualified regular full-time employees are working.
- e) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a 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 ninthy (90) calendar days of the promotion, providing they continue paying dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of ninthy (90) calendar days
- f) The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and each four (4) months after that, and shall also post a copy

of the seniority list at the site. The Employer shall add any new employees and delete those whose employment is terminated.

- g) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- h) Part-time seniority shall not be credited towards full-time seniority.
- i) Due to the nature of the Employers business, the Employer will have the right to discontinue the employment of any employee, for just cause.
- j) When there are vacancies for a bargaining unit position, the employer will post the vacancies and accept applications for no less than eight (8) calendar days. Such postings will include a description of responsibilities as well as skills and abilities required for the positions. The position will be awarded to the most senior qualified employee. Employee 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.

The same practice will apply with regards to filling vacancies when on site training classes are scheduled. Training classes will be filled in order of seniority.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 12.01 a.m. Sunday to midnight the following Saturday.
- b) The Employer will maintain the current practice for scheduling full-time employees.

It is understood and agreed that full-time employees will work an average of eighty (80) hours in a two (2) week period, comprised of eight (8), nine (9), ten (10) or twelve (12) hours per day. The hours of work shall not be less than eight (8) hours per day.

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

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

- c) 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 that he/she is short of his/her eight (8) hours.
- d) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full days wages for the day of the accident.
- e) **MUTUAL REQUEST.** The Employer agrees to allow employees to arrange shift trades by mutual agreement between all employees at the location(s), provided there is no conflict with the hours of work and both employees are qualified for the shift they trade. Shift trade by mutual agreement have to be submitted to the assistant site manager no less then two (2) weeks prior to the actual shift trade. Shift trade request submitted less then two(2) weeks prior to the actual shift trade maybe denied at the discretion of the Company. Traded shift for a mutual shift trade can not be more then thirty (30) days apart.

- f) For full time employees, all time worked over and above their regular schedule hours of work during days off shall be at time and one-half (1½) rates of pay.
- g) 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.
- h) When an employee is called to work on one of his/her days off, he/she shall receive a minimum of four (4) hours pay at the applicable overtime rate of pay. Should the employee volunteer to leave early, he/she will be paid only for the time worked.
- i) All employees may be required to work overtime, all of which shall be voluntary, the Company will post available shift for three (3) calendar days. Employees who wish to do so will sign-up for the shift. Posted overtime will be awarded to the most senior officer in the classification who signed up for the shift. If no one in the classification signs-up for the overtime, the overtime shift will be awarded to the most senior officer who signed up, provided the employee is qualified for the position. No employee will be allowed to sign up for, or work, overtime shifts while on vacation or during a day off resulting from a mutual shift trade.

Call in overtime will be offered to the most senior officer in the classification. If no officer in the required qualification accepts the overtime, the call out will be extended to the general seniority of qualified officers on days off.

Daily operational overtime will be offered to most senior available officer present on site. If no officer accepts said overtime, it will be assigned to the most junior qualified officer on site.

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

All overtime will be paid at the employee's overtime rate of pay.

- j) Implementation of the whole of this Article shall be no more than two (2) weeks from the date of signing of this Agreement.
- k) Breaks: Employees working a eight (8), nine (9), or ten (10) hours shift will be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid break. Employees working a twelve (12) hour shift will be entitled to three (3) fifteen paid breaks and one (1) thirty (30) minute paid break. Employees working operational overtime will be entitled to an additional fifteen-minute paid break per two (2) hours of overtime. The airside team leaders will manage brakes and missed breaks will not lead to overtime.

ARTICLE NO. 17 - PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no less than twenty (20) scheduled hours per week, and no more than thirty-two (32) scheduled hours per week, except during periods of training.
- b) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- c) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees. Part-time employees must complete 80 hours in a pay cycle prior to qualifying for overtime. Operational overtime will paid accordingly.
- d) Based on seniority, Permanent Part-time employee will be offered Full-time positions as they become available.

- e) The Employer will offer the opportunity to Full-time employees to move to Part-time prior to offering work to new employees. Seniority (date of hire) will be the deciding factor as to who would move to Part-time should positions be available. Should Full-time employees chose to go to Part-time, they will maintain their overall seniority for vacation.

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

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

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

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

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

ARTICLE NO. 18 – 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. 19 - HEALTH and WELFARE PLAN

- a) The employer agrees to continue providing the same benefits package under the same condition to employees who are currently enrolled and to those who wish to sign-up.
- b) The Employer will pay for all Doctors notes related to WCB or functional capacity, and when directed to the Employer Doctor. The Employer will not pay for Doctor’s notes related to absenteeism. Such requests for Doctors notes will not be made unreasonably

ARTICLE NO. 20 - WAGE RATES

Classification	Current	Jan 1 2007	June 01 2007	June 01 2008
Air side	14,58 \$	15,31 \$	16,38 \$	17,53 \$
Ground side	12,35 \$	12,97 \$	13,88 \$	14,85 \$
Guard house – Central office	11,74 \$	12,33 \$	13,19 \$	14,11 \$
Static -Patrol	11,20 \$	11,76 \$	12,58 \$	13,46 \$
BSO L1	11,00 \$	11,55 \$	12,36 \$	13,22 \$
BSO L2	11.50 \$	12.08 \$	12.92 \$	13.82 \$

ARTICLE NO. 21 - SEPARATION OF EMPLOYMENT

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

The Employer will have the right to discontinue the employment of any employee,

- 1. For just cause;
- 2. If the employee voluntarily quits;
- 3. Fails to return to work following a recall after being laid off; such recall will be done by registered mail to the employee's last known address on file. The employee will have 5 business days to respond to the recall letter.
- 4. If the employee has been laid off for more than 12 months;
- 5. If the employee is absent from work for 3 consecutive schedule shifts without notice or a valid excuse, such excuse will have to be substantiated by the employee.
- 6. If an employee fails to return to work on the expected date of return to work with out a reasonable excuse following an approved leave of absence;
- 7. After any absences of more than 24 months where there is no reasonable likelihood of return to work;

ARTICLE NO. 22 – 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. 23 – EXTRA SKILLS or REQUIREMENTS

- a) All employees will need to keep their First Aid certification up to date to maintain their employment with the Company.
- b) The company will from time to time provide First Aid training course or Recurrent First Aid training courses free of charge to the employees. Time spent on such voluntary training will be unpaid.
- c) The company will pay all training required by the airport authority and time spent in training will not lead to overtime.

ARTICLE NO. 24 – PARKING ALLOWANCE

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

ARTICLE NO. 25 -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. 26 - 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. 27 - STRIKES and PICKET LINES

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

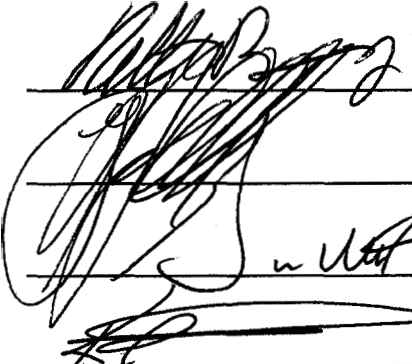
ARTICLE NO. 28 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

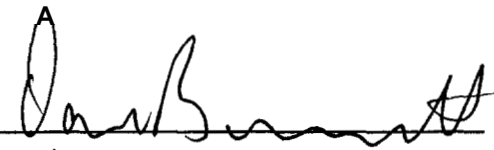
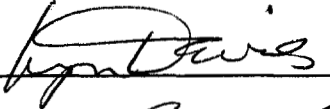
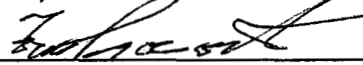
- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union
- b) Effective, Monday, December 04 2006, the Employer shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

SIGNED THIS 12 DAY OF MARCH 2006 

ON BEHALF OF THE EMPLOYER:
Garda of Canada Security Corporation
COB as Garda
Edmonton International Airport

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



LETTER OF UNDERSTANDING#1

BETWEEN **Garda of Canada Security Corporation**
C.o B. as Garda at Edmonton International Airport

AND **GENERAL TEAMSTERS LOCAL UNION 362**

RE: **Airside Enforcement Officer**

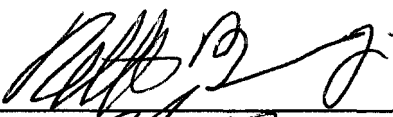
The Parties hereto agree to the following:

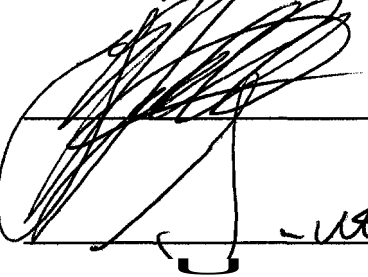
The current airside enforcement officer will not be part of the bargaining unit. This position will be included in the bargaining unit once Mr. Brian Fisette vacates the position.

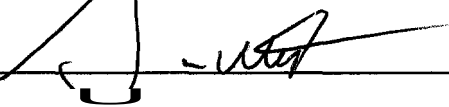
SIGNED THIS 02 DAY OF MARCH 2006⁰⁷

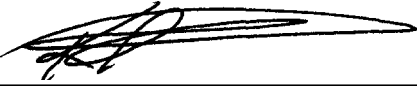
ON BEHALF OF THE EMPLOYER:
Garda of Canada Security Corporation
COB as Garda
Edmonton International Airport


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




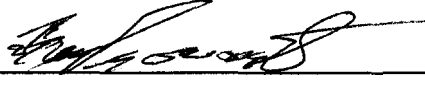












LETTER OF UNDERSTANDING#2


BETWEEN **Garda of Canada Security Corporation**
 C.o B. as Garda at Edmonton International Airport

AND **GENERAL TEAMSTERS LOCAL UNION 362**

RE: **SOCC Operators**


The Parties hereto agree to the following:

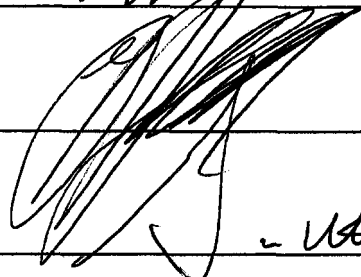
The SOCC position will be considered outside of the bargaining unit for the duration of this agreement.


SIGNED THIS 02 DAY OF MARCH 2006. 


ON BEHALF OF THE EMPLOYER:
Garda of Canada Security Corporation
COB as Garda
Edmonton International Airport

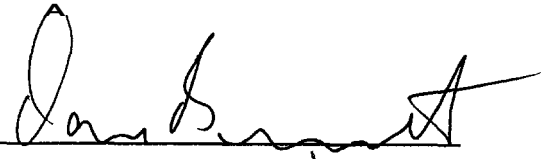
ON BEHALF OF THE UNION:
General Teamsters, Local Union No. 362

















LETTER OF UNDERSTANDING#3

BETWEEN Garda of Canada Security Corporation
C.o B. as Garda at Edmonton International Airport

AND GENERAL TEAMSTERS LOCAL UNION 362

RE: Extra work and special assignments

The Parties hereto agree to the following:


When the company enters into a service agreement with a third party to provide other security services on the airport's property, the extra work will be assigned as follows.

Long-term assignment, two weeks or more

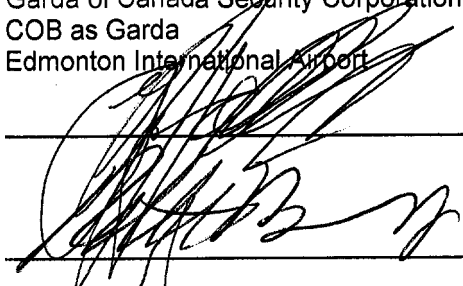
- 1- The assignments will be posted for as per art 15 j) excluding the 90 days probation period disposition.
- 2- The assignments will be awarded to the most senior qualified employee.
- 3- For the duration of the assignment, the employee will be paid at the next highest wage / classification rate. Employees at the top wage will remain at their wages rate for the duration of the project.
- 4- At the end of the special assignment, the employee will return to their regular position and wage.

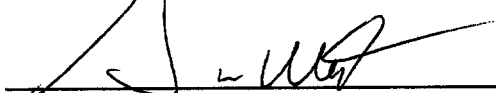
Short-term assignments, less then two weeks


- 1- When possible, the assignment will be posted for 3 days.
- 2- If posting is not possible due to time constraints or if no employee signs up for the assignment, the company will call out employee as per the second paragraph of article 16 l), employee classification not withstanding.
- 3- The assignments will be awarded to the most senior qualified employee
- 4- For the duration of the assignment, the employee will be paid at the next highest wage / classification rate. Employees at the top wage will remain at their wages rate for the duration of the project.
- 5- At the end of the special assignment, the employee will return to their regular position and wage.

SIGNED THIS 02 DAY OF MARCH 2008 

ON BEHALF OF THE EMPLOYER:
Garda of Canada Security Corporation
COB as Garda
Edmonton International Airport







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

