

COLLECTIVE AGREEMENT

BETWEEN

GARDA CANADA SECURITY CORPORATION

(Hereinafter referred to as the Employer)

and

TEAMSTERS LOCAL UNION 847

affiliated with the
International Brotherhood of Teamsters
and
Teamsters Canada
(Hereinafter referred to as the Union)

Lester B. Pearson International Airport
Buttonville Airport
Toronto City Centre Airport

ACCESS CONTROL / AIRSIDE

14000 (01)

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ARTICLE NO. 1 - BARGAINING AGENCY and DEFINITION

- a) The Employer recognizes Teamsters Local Union 847 as the exclusive representative for the purpose of collective bargaining, and grievances arising from the Agreement, of all employees of Garda located at Lester B. Pearson International Airport, Buttonville Airport and Toronto City Centre Airport, excluding Supervisors and those above the rank of Supervisor, as per CIRB No. 0000-0.
- b) This Agreement shall cover all employees as defined in (a) above, employed by the Employer at the above referenced Airports.
- c) The Employer recognizes Teamsters Local Union 847 as the exclusive representative for the purpose of collective bargaining for all employees in the classifications listed herein.
- d) The term "employee" as used in this Agreement, shall apply to any person performing work in any job that is covered by the Certificate and this Agreement. 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, and to attain/maintain certification, 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. 17 (b).
 - 2. A Permanent Part-time Employee is an employee who holds a position on a continuous basis, in accordance with Article No. 18(a).
 - 3. An On-Call Casual Employee is an employee who is offered work as set out in Article No. 19 (a).
 - 4. 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 May 20th, 2008 up to and including May 31st, 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.

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 tenth (10) day of each month, remit to the Union a list containing the names of all employees who have left their employ since the previous check off was remitted, in addition to the names of all new employees hired during the preceding check off month. The Union shall then immediately send the Employer a current check off list based on the information supplied by the Employer.
- b) Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee's name, will be added to the Union check off, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee after the employee has completed the probationary period which is 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 tenth (10) 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, direct the working force, the operations, hire, promote, demote, discipline and terminate employees for proper cause and consistent with the current Collective Agreement.
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement. A copy of all rules and regulations shall be given to the Union. The Employer will notify the Union of any changes to the rules and regulations prior to implementation, and post notices of these changes prior to implementation.

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. Any such requests must be made at least seven (7) days in advance. 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 retain and accrue seniority.
- c) When the requirements of the Employer's service will permit, any employee hereunder upon written application to the Employer with a copy to the Union, may, if approved by the Employer be granted an unpaid leave of absence in writing with a copy to the Union, for a period of up to thirty (30) calendar days. Under such unpaid leave, the employee shall retain and accrue seniority only.

Note: Accrued vacation time must be exhausted prior to the start of a leave of absence.

- d) Such leave may be extended for an additional period of up to thirty (30) calendar days, without pay, when approved by the Employer in writing, with a copy to the Union, and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.
- e) Any employee hereunder on an unpaid leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union or uses an authorized leave of absence for a purpose other than that for which it was granted, 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.
- g) An employee who goes to work for the Local Union which represents the employee in his/her bargaining unit, may apply for an unpaid leave of absence from the employer for a period not to exceed one hundred and eighty (180) days. Such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the one hundred and eighty (180) calendar days, the employee must return to his/her former position or relinquish all seniority rights with the Employer.

- h) Employees must file a request in writing for leave of absence, at least fourteen (14) days in advance, and the Employer must reply in writing to the said leave of absence within seven (7) days of the request. Any employee approved for a leave of absence in excess of thirty (30) days may be required to return any or all items issued to them for work purposes.
- 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. Failure to comply may result in disciplinary action.
- j) Employees must keep the Employer notified of their correct address and phone number at all times.
- k) Bereavement Leave - The Employer will grant upon request up to three (3) days Leave of Absence with pay in the event of death in the immediate family, (mother, father, husband, wife, children, sister, brother) and one (1) day Leave of Absence with pay, event of death in the extended family (mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents), provided the days fall on a regularly scheduled work day of the employee.

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 - An employee who is called for jury duty will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the court, provided that the employee furnishes the Employer with evidence of service. Once an employee is released from jury duty, he/she shall be returned to the job classification and pay rate they were on, prior to such duty. The employee must be returned to his regular assignment that he/she was on prior to being summoned, either during a break in the court proceeding, or on the completion thereof. No employee's work or shift shall be changed to avoid payment as set out above.

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

- m) Maternity and Parental Leave - shall be as defined and outlined in the Canada Labour Code. The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence the Leave, and a certificate of a qualified medical practitioner stating that she is pregnant. Where an employee intends to resume her employment with the Employer upon expiration of the Leave, the employee shall notify the employer not less than two (2) weeks prior to her return. The employer shall reinstate her to her former position at not less than the same wages and benefits.
- n) 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 one year of service with the Employer and shall notify the Employer in writing of the appointment or election. The Union will endeavour to ensure that there is a Shop Steward or Union Representative available during the operating hours of the Employer's business. 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. The Union will notify the Employer of any changes to the list of Shop Stewards as they occur.
- c) Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. It is understood that the Shop Stewards have their regular work to perform and that when it is necessary to service a grievance during working hours they will not leave their work without receiving permission from their immediate Supervisor or Employer designate. Such permission will not be unreasonable denied. When resuming their work, they will report back to the SDM Employer or designate.
- d) The Employer will notify the Union prior to the dismissal of any Shop Steward
- e) Members of the negotiating committee who are employees of the Employer shall suffer no loss in pay for time spent during normal working hours attending negotiations, conciliation and mediation meetings.

ARTICLE NO. 8 - UNIFORMS and MISCELLANEOUS

- a) All uniforms, when supplied by the Employer, shall be without cost to the employee and includes:

Full Time:

- 4 Shirts
- 2 Pairs of Pants
- 1 Tie
- 1 Windbreaker
- 1 Winter Jacket (as required)
- 1 Touque (as required)
- 1 Set of Raingear (as required)
- 1 Sweater (as required)
- 1 Safety Vest (as required)

Part Time:

- 2 Shirts
- 2 Pairs of Pants
- 1 Tie
- 1 Windbreaker
- 1 Winter Jacket (as required)
- 1 Touque (as required)
- 1 Set of Raingear (as required)
- 1 Sweater (as required)
- 1 Safety Vest (as required)

All uniforms shall be replaced on an as needed basis

- b) Upon termination of employment, the employee is required to return all pieces of the uniform issued by the employer within seven (7) days of the termination date, failing which the employer shall deduct the cost of any uniform items not returned from the employee's final pay.
- c) Employees will be issued with uniforms having a reasonable fit. An employee who at any time feels that his/her uniform is not of a reasonable fit, shall bring this to the attention of Management, who will coordinate with the Uniform supplier for all required alterations.
- d) The Employer will provide a clean and adequate lunchroom for its employees. The employees will be responsible to ensure the area and equipment is kept in a clean and tidy condition, after use.

ARTICLE 9 – HEALTH AND SAFETY

- a) All employees will co-operate in the strict observance of all safety regulations at all times
- They will make full use of all safety and accident prevention devices and equipment as provided and maintain safe working practices during their hours of employment within the Airport. It is the responsibility of the employees to observe all safety provisions and to immediately advise the Employer and the Safety Committee Member of any unsafe working conditions.
- The Employer agrees to maintain provisions for the safety of its employees during the hours of employment and to provide an accident prevention program with reference to accident hazards. For the safety of employees, the Union members of the Safety Committee shall be elected by the members involved.
- Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Employer should the matter not be resolved between the Safety Committee and the Employer.
- The Employer agrees to adhere to the first aid requirements as per the Canada Labour Code
- b) Each employee shall use or wear the equipment, materials and protective devices or clothing that the Employer requires to be worn or used.
- c) Employees are required to report any workplace accident/injury to the Employer immediately. If as a result of a workplace injury/illness an employee will miss any time beyond the day on which the injury/illness occurs the employee must be seen by a doctor within twenty-four (24) hours and provide the employer with proof of same.

ARTICLE NO. 10 - 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. 11 -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. 12 -GRIEVANCE PROCEDURE

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

STEP 1: Any grievance of an employee shall first be taken up between such employee and their immediate Supervisor or Employer designate. However, such employee will be entitled to be accompanied by a Shop Steward of his or her choice or a Union Representative.

Time limit to institute grievance:

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

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

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

STEP 4: Failing settlement under the above Steps and within fifteen (15) calendar days, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the two (2) parties to the dispute.

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

- b) Grievances under this Article may be initiated by any employee, a group of employees, the Union or by the employer.
- c) Where an employee is suspended by the Employer pending investigation, the suspension shall be without pay to a maximum of five (5) working days. Should additional time be required to investigate, all regularly scheduled work hours will be paid at straight time

ARTICLE NO. 13 - PAYDAY and PAY STATEMENTS

- a) All employees covered by this Agreement shall be paid on a definite bi-weekly basis, and dates will not be altered without consent of the Union except when a regular pay day conflicts with a holiday.

- 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, the rate of wages applicable, and all deductions made from the gross amount of wages. This statement will be delivered to each employee on site.
- c) Payment of wages will be made by direct deposit to the employee's bank account. The employee is responsible for notifying the Employer of any change to their banking information. The Employer will not be held liable for any costs incurred by the employee as a result of the employee's failure to provide the employer with current banking information in a timely manner.
- d) Any error in payroll calculation by the Employer, of seventy-five dollars (\$75.00) or more, shall be paid to the employee within three (3) 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.

ARTICLE NO. 14 - ANNUAL VACATIONS

- a) Vacations will be granted on the basis of calendar years of service with the Employer. A calendar year will be from January 1 to December 31 of each year.
- b) In the first year of employment, employees will be credited with one (1) day of vacation for each month of employment, to a maximum of two (2) weeks during that calendar year. Such vacation is to be taken within the period of April 1 of the year following the first year of employment through to March 31 of the next year. Vacation will be four percent (4%) of the gross wages paid to that employee in the portion of the year worked.
- c) 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.
- d) Employees who have previously completed or subsequently completed five (5) years continuous service and thereafter, as an employee shall receive three (3) weeks vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- e) Employees who have previously completed or subsequently completed eight (8) years continuous service and thereafter, as an employee shall receive four (4) weeks vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- f) Employees who have previously completed or subsequently completed thirteen (13) years continuous service and thereafter, as an employee shall receive five (5) weeks vacation at ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- g) Employees who have previously completed or subsequently completed eighteen (18) years continuous service and thereafter, as an employee shall receive six (6) weeks vacation at twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving said vacation.
- h) Employees will not be called out to work during their schedule week(s) of vacation. The vacation week shall be considered seven (7) consecutive days to coincide with the calendar week as defined in Article 17.

- i) Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay at the end of their vacation period, in lieu of said General Holiday. Vacation lists will be posted quarterly and employees shall select their choice of vacation in order of seniority.
- For the vacation period of January 1 to March 31, the deadline for submissions is November 1 and the approved list being posted no later than November 15.
 - For the vacation period of April 1 to June 30, the deadline for submissions is February 1 and the approved list being posted no later than February 15.
 - For the vacation period of July 1 to September 30, the deadline for submissions is March 1 and the approved list being posted no later than March 15.
 - For the vacation period of October 1 to December 31, the deadline for submissions is April 1 and the approved list being posted no later than April 15

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

- j) Employees will have the ability to change their vacation choice on a first come first serve basis, after the close of the bidding period, with two (2) weeks written notice to the Employer providing there are designated slots still available.
- k) The following classifications will be recognized as separate groups for determining allocation of vacation:
1. Full-time
 2. Part-time
- l) Employees shall select vacation time in accordance with their seniority, subject however to the Employer's right to limit the number of employees who may take vacations in any given week due to operational requirements.
- m) Annual vacation will be taken within the calendar year.
- n) 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.
- o) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) week's vacation, he/she shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Employer
- p) In the event of an employee leaving the employ of the Employer after he/she has had his/her vacation he/she earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve (12%) 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.
- q) 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 four (4) weeks written notice to the employer prior to such payday.

- r) 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. 15 -GENERAL HOLIDAYS

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

New Years Day	Victoria Day
Family Day	Civic Day
Good Friday	Thanksgiving Day
Canada Day	Christmas Day
Labour Day	Boxing 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 on payroll. In order to qualify for General Holiday pay, employees must work their last scheduled shift before the holiday and their first regularly scheduled shift after the holiday, and work their scheduled shift on the holiday if the holiday falls on the employee's regularly scheduled day of work.
- c) Following the first thirty (30) days of employment, part-time employees are entitled to an extra days pay for General Holidays if they have worked on at least fifteen (15) of the thirty (30) days immediately before that specific General Holiday.
- d) In addition to b) and c) above, employees working on a General Holiday, following the first thirty (30) days of employment, shall be paid at a rate of time and one half (1 1/2) times their regular rate of pay for all hours worked on the General Holiday.
- e) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria shall be that all hours actually worked on the General Holiday, between 12:01 and 12:00 midnight, shall be considered as worked on a General Holidays for each individual employee.

ARTICLE NO. 16 - SENIORITY and PROMOTIONS

- a) For the purpose of this Agreement, Garda will recognize the existing seniority ranking of the former G4S employees as set out on the official G4S Seniority List dated March 22, 2004.
- b) Strict seniority shall prevail at all times, subject to the particular employee(s) being capable and having the appropriate qualification for any work which is to be done. Seniority shall be based from the first day on pay roll.

Seniority shall cease and employment shall be terminated for any of the following reasons:

- if an employee quits;
- if an employee is absent from the workplace for three (3) or more consecutive days without having notified the Employer and received permission to be absent in advance where that is possible;

- is laid off and not recalled for a continuous period in excess of twelve (12) months or; where an employee has been employed for a period of less than twelve (12) months, the length of the recall period will be limited to the length of the employee's employment;
- fails to notify the Employer of his/her intention to return to work within seven (7) calendar days of being given notice of recall or fails to return to work on the date of recall as set out in the notice of recall;
- works for a direct competitor of the Employer at any of the Airports covered by this agreement;

- c) For employees hired on or after May 20th 2009, should two or more persons have the same start date, the seniority ranking for that group of employees shall be by random draw witnessed by a Shop Steward.

Any alleged breach of this clause shall be the basis of a grievance. When it becomes necessary to reduce the working force, the last person hired shall be laid off first, and when the force is again increased, employees are to be returned to work in reverse order in which they are laid off during the layoff process, subject to qualifications. Full-time employees shall be given preference over part-time employees for available work, and no part-time employee will be given work unless all regular full-time Screeners are working.

- d) Any employee promoted to any position outside the bargaining unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the employee wishes not to accept such position, may be reinstated to his/her former position without loss of seniority, or accrued seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion, providing they continue paying union dues. Any persons who use this clause to return to the bargaining unit, for whatever reason, will be restricted from bidding positions outside the unit for a period of twenty-four (24) months.

- e) The Employer shall provide the Union with a separate seniority list for full-time and part-time employees, giving the names of employees and dates they commenced employment, immediately after the signing of this agreement and every six (6) 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.

There will be one (1) master seniority list for all employees covered by this agreement.

Separate seniority lists will be provided for each classification of employees covered by this Agreement.

- f) Any employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the seniority lists.
- g) Part-time seniority shall not be credited towards full-time seniority.
- h) Due to the nature of the Employers business, new hires will be subject to a probationary period equal to ninety (90) calendar days. During the probationary period the Employer will have the right to discontinue the employment of any employee for just cause.

- j) When there are shift vacancies available a notice of such vacancies will be posted as far in advance as possible but under no circumstances less than seven (7) days. The deadline date for acceptance of applications will be no less than seven (7) days after the posting. Seniority shall prevail provided the employee has the necessary qualifications posted for the vacancy. The same practice will apply with regards to filling training vacancies when training classes are scheduled. If an employee fails a particular training course, said employee will be restricted from re-applying for the same training course for a period of one year.

Note: Shift vacancies that occur because of employees exercising their rights under this clause will only be back-filled twice.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 12:01 a.m. Sunday to midnight the following Saturday.
- b) It is understood and agreed that full-time employees will work an average of eighty (80) hours in a two (2) week period, comprised of eight (8), ten (10) or twelve (12) hours per day. The regularly scheduled hours of work shall not be less than eight (8) hours per day.

Full time employees who successfully bid and report for work on a their regular scheduled work day, will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early, or operations are impacted by an Act of God.

Overtime is calculated based on the work week and will be paid at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all approved hours in excess of forty hours (40) per week.

A normal work week shall be defined as forty (40) scheduled hours in five (5) or less days with two (2) days off.

The Employer may establish a work week consisting of four (4) ten (10) hour days with three (3) consecutive days off, or, three (3) twelve (12) hour days with four (4) consecutive days off.

There shall be no split shifts

- c) Shift Bid
1. At the appropriate times, approximately twice annually, the Employer will determine the appropriate manpower based on customer requirements. The Employer and the Union will establish, in each terminal, a joint committee of not more than two (2) representatives from the employer and two (2) representatives from the employees, to build a schedule that meets these requirements. Where mutual consent cannot be reached, a Company shift will be implemented.
 2. Shifts will be posted for seven (7) days, after which a shift bid will be held. The Employer and the Union will have a representative present at all times during the shift bid. Seniority by classification will prevail for the purpose of bidding. The shifts will be implemented on the second Sunday, but not less than fourteen (14) days following the end of the shift bid.
 3. The categories for the purposes of the shift bid shall be:
 - I. Access Control
 - II. Airside
 - III. D/A
 - IV. Vacation/back-fill relief

4. Employees must be fully trained and capable of performing the full duties of the classification that they are bidding in, order to be eligible to bid on a position for that category.
 5. Where there are not sufficient employees with the necessary training requirements to fill the number of positions required on a particular shift, the shifts will be assigned in reverse order of seniority to qualified candidates.
 6. Shifts will be posted by start time and training requirements.
 7. Bidding process: All full-time employees will bid in order of seniority on all available shifts, with the exception of new employees, who will be unable to participate in a shift bid until such time as they have completed one hundred and eighty (180) days of employment with the Employer. Employees who bid on full time shifts will work the full time shift with no shift adjustment.
 8. A separate shift bid will be held for part time employees.
 9. When an employee's scheduled shift or schedule start time is to be altered, the Employer will advise the employee in writing as far in advance as possible, but not less than seven (7) days prior to the change.
 10. The employer reserves the right to alter an employee's schedule to accommodate training. No schedule will be altered in such a way that the employee works less than his regularly scheduled hours.
- d) The Employer shall have the right to revise shifts by not more than two (2) hours at any time to meet airline scheduling changes and customer work requirements. Should only a certain number of employees be required to revise their shift times, the Employer will endeavour to accomplish this on a volunteer basis in order of seniority. If there are insufficient volunteers from the effected shifts the revised shifts will be assigned in reverse order of seniority. The Employer will provide a minimum of seven (7) days notice to the affected employees.
 - e) When an employee meets with an accident at work which hampers him/her from the normal performance of duties, he/she shall be paid a full day wages for the day of the accident.
 - f) Employees will be given a minimum of eight (8) hours free from duty between shifts.
 - g) All employees may be required to work overtime on a day off, all of which shall be voluntary, by Terminal and awarded in order of seniority. No employee will be allowed to sign up for, or work, overtime shifts while on vacation.
 - h) Overtime will be paid in minimum fifteen (15) minute increments
 - i) 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 rate of pay.
 - j) If an employee volunteers to leave early when working overtime on his/her day off, he/she will be paid only for the time worked.
 - k) The employer may require employees to stay beyond the end of their regular shift. Such operational overtime will be offered in seniority order to all employees on shift. If there are insufficient volunteers, employees may be forced to work the overtime in reverse order of seniority. Operational overtime required before the start of a shift will be offered in order of seniority on a voluntary basis.

- l) Meal and Coffee breaks will be as follows:
1. Employees on eight (8) and ten (10) hour shifts shall be entitled to take paid coffee and meal breaks totalling one (1) hour per shift. These breaks can be taken either fifteen (15) minutes, twenty (20) minutes or thirty (30) minutes at a time or as a one (1) hour break at the choice of the employee and subject to operational requirements.
 2. For employees on twelve (12) hour shifts there shall be an additional fifteen (15) minutes paid break time.
 3. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal.
 4. A part-time employee who works more than four and one-half (4 1/2) hours per day is entitled to a thirty (30) minute paid meal break plus a fifteen (15) minute paid break for each two (2) hours worked before and/or beyond the meal break.
 5. Employees working overtime shall receive a fifteen (15) minute paid break for the first two (2) hours of overtime, and if more than four (4) hours is worked, a thirty (30) minute paid meal break at mutually agreeable times. In addition, the employee shall receive an additional fifteen (15) minute paid break for each additional two (2) hours worked after the meal break.

ARTICLE NO. 18 -PERMANENT PART-TIME EMPLOYEES

- a) Permanent part-time employees shall be offered, in seniority order, all available part-time work. Permanent part-time employees shall work no more than twenty (20) scheduled hours per week, and no more than thirty-two (32) scheduled hours per week, except during periods of training.
- b) Permanent part-time employees who report to work will be guaranteed a minimum of four (4) hours pay unless the employee volunteers to leave early.
- c) A part-time shift can be established where there is not sufficient work to establish a full-time shift.
- d) Unless otherwise specified, all Articles contained in this Agreement shall apply to permanent part-time employees.
- e) Part-time employees must complete eighty (80) hours in a pay cycle prior to qualifying for overtime. Operational overtime will be offered in order of seniority to full time employees prior to being offered to part-time employees.
- f) Bidding process: Will be as outlined for full-time.
- f) Additional full time positions will be posted as they become available and will be awarded to part time employees in order of seniority.
- g) 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 choose to go to Part-time, they will maintain their overall seniority for a period of one hundred and eighty (180) days. If after one hundred and eighty (180) days, they choose to remain as permanent part-time, they will maintain their overall seniority. Should they choose to return to full time status at a later date, they will be placed at the bottom of the full-time seniority list when an opening occurs in full-time.

Employees wishing to use this clause to return to full-time must notify the Employer and the Union in writing prior to the expiration of the one hundred and eighty (180) day period. Employees changing classification between full-time and part-time will not be permitted to switch again for a period of six (6) months.

- h) In the event of layoffs, Part-time employees will be laid off prior to Full-time employees
- i) Layoff and recall shall be on a "last off, first called back" basis,

ARTICLE NO. 19 - ON-CALL CASUAL EMPLOYEES

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

- b) On-call Casual employees will be held on a separate list

- c) There is a requirement that On-Call Casuals will be available for work on a regular basis

Frequent unavailability for work will be grounds for review of the employee's work record. Part of such review will consist of a documented demonstration of the employee's availability to work. Frequent unavailability may result in discipline, up to and including termination.

- d) Vacation pay will be given as per the Canada Labour Code

- e) The following clauses in the Collective Agreement do not apply to the On-Call Casual Employees:

1. Article No. 14 - Vacations
2. Article No. 16 (a) - Seniority
3. Article No. 22 - Health and Welfare Plan

ARTICLE NO. 20 - BONDING and CONDITIONS OF EMPLOYMENT

- 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.
- b) All employees covered by this agreement are required to be licensed under the Private Security and Investigative Services Act, 2005. It is the sole responsibility of the employee to ensure that their license is current and valid at all times. The employee will ensure that the Employer is provided with a copy of their current and valid license.
- c) In the event that an employee is unable to obtain a current and valid security guard license or fails to provide the Employer with a copy of current and valid security guard license, the Employee will be suspended without pay until such time that the employee is able to obtain and produce a current and valid security guard license. This period of suspension shall not exceed three (3) months. In the event that an employee is unable to obtain and produce a current and valid security guard license for a period of three (3) months, seniority will cease and employment shall be terminated.

- d) The Employer shall reimburse the full cost of security guard licenses required under the Private Security and Investigative Services Act, 2005 upon renewal for full-time and part-time employees on a bi-weekly basis.
- e) All employees must be able to acquire and possess a valid Restricted Area Identification Card (RAIC) at all times while in the employ of the employer. If for any reason an employee does not, or is unable to possess a RAIC such as but not limited to loss, expiration, suspension or revocation the employer shall not be held responsible for any loss of wages as a result. The employee will be responsible for any and all costs resulting from the replacement of a previously issued RAIC.

This article is subject to the grievance procedure but limited to the jurisdiction of the Employer.

Note: 20 (b) shall apply to any other identification access cards, key cards, keys or similar equipment issued to an employee by either the employer or respective authority.

- f) It is understood that employees must maintain a clear criminal record and as such must report any criminal charge or conviction to the employer immediately. Upon request of the employer the employee shall be required to provide written authorization for the employer to obtain a police background check.

ARTICLE NO. 21 - EMPLOYER SEARCHES

The Employer will not require employees represented by Teamsters Local Union 847 to participate in searches of the Employer's equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by the employee in such searches: however the Employer shall inform the employees that a bomb threat has been reported prior to requesting the employees to search or service the Employer's equipment, property, or premises. In the Employer staff room, employees will be required to identify staff property. Property not identified as belonging to the staff may be destroyed by police as the necessity arises.

ARTICLE NO. 22 - HEALTH and WELFARE PLAN

- a) The Employer shall provide the Teamsters Local Union 847 Health and Welfare Plan, to all Full-time and Part-time employees, members of the Union, and eligible dependants coming under the jurisdiction of this Agreement.
- b) Any Full-time or Permanent Part-time employee, member of the Union, who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Employer.
- c) It will be the responsibility of the Employer to make premium remittances on behalf of the employees. Failure of the employer to forward completed forms and/or to remit premiums to the Trustees, by no later than the tenth (10th) day of each month, will cause the employer to be liable for the claim arising thereof.
- d) It shall be the Union's responsibility to supply all necessary enrolment 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 Employer

For full-time employees:

Effective January 1, 2009, the cost of the Plan, will be two hundred dollars (\$200.00) plus applicable taxes, per employee, per month.

Effective May 1, 2009, the cost of the Plan, will be two hundred and ten dollars (\$210.00) plus applicable taxes, per employee, per month.

Effective May 1, 2010, the cost of the Plan, will be two hundred and twenty-five dollars (\$225.00) plus applicable taxes, per employee, per month.

For part-time employees:

Effective Date of Ratification, the cost of the Plan, will be one hundred and twenty (\$120.00) plus applicable taxes, per employee, per month.

- g) The Employer will continue to cover employees who are off ill, or on Compensation, for a maximum of six (6) months from date of illness or injury unless there is longer requirement provided for by applicable legislation. After six (6) months, the employee will have the option to continue paying their own premiums through the Employer.

- h) The Employer will pay for all doctors' notes when requested by the Employer.

- i) Sick days shall be provided as follows:

Effective May 20, 2008, the Employer shall provide four (4) sick days per annum

Employees hired after January 1 in any year will for that year accumulate sick days at the rate of 1 day for each three (3) calendar months worked. These sick days will not be eligible to be carried over from one year to the next. The sick day benefits will only be available to "full-time" employees. The Employer can demand medical certificates from the employee at the Employer's expense. Finally, in order to be eligible for payment of a sick day, an employee who claims the same must take a shift at work within a two week period following the claimed sick day unless unable to do so because of absence on sick leave.

Full-time employees who have unused accumulated sick days as of December 31 in any year shall be paid for such days at their normal hourly rate of pay for their normal work day, such payment to be made by February 28.

ARTICLE NO. 23 -WAGE RATES

Access Control	May 20th 2008	May 20th 2009	May 20th 2010
less than 2 years	\$ 10.00	\$ 10.20	\$ 10.40
2 years less than 3	\$ 10.25	\$ 10.45	\$ 10.65
over 3 years	\$ 10.50	\$ 10.70	\$ 10.90

Air Side	Date of Ratification	May 20th 2009	May 20th 2010
New hire less then 1 year	\$ 11.78	\$ 11.78	\$ 11.78
1 year less then 2	\$ 11.90	\$ 11.90	\$ 11.90
2 years less then 3	\$ 12.01	\$ 12.01	\$ 12.01
over 3 years	\$ 12.13	\$ 12.13	\$ 12.13

DA	Date of Ratification	May 20th 2009	May 20th 2010
New hire less then 1 year	\$ 13.93	\$ 13.93	\$ 13.93
1 year less then 2	\$ 14.07	\$ 14.07	\$ 14.07
2 years less then 3	\$ 14.21	\$ 14.21	\$ 14.21
over 3 years	\$ 14.35	\$ 14.35	\$ 14.35

ARTICLE NO. 26 - RE-CERTIFICATION EVALUATIONS, EXTRA SKILLS or REQUIREMENTS

- a) When the Employer requires any employee to take a First Aid course, or a course of any other type, the actual time spent taking such course shall be deemed to be work time, and shall be paid for as such, at the straight time rate of pay.

ARTICLE NO. 27 - PARKING ALLOWANCE

- a) The Employer shall pay one hundred percent (100%) of the cost of staff parking
- b) It is understood that the parking pass provided shall be used for the sole purpose of business related to the Employer.
- c) The employee is responsible for payment of any costs resulting from loss or damage to the parking pass issued to the employee.

ARTICLE NO. 28 - SAVING CLAUSE

- a) If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article No. 12 - Grievance Procedure, herein.

ARTICLE NO. 29 *COMPENSATION COVERAGE


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

ARTICLE NO. 30 - STRIKES and PICKET LINES

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

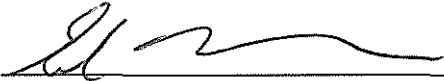
SIGNED THIS 20TH DAY OF AUGUST 2009

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation





ON BEHALF OF THE UNION:
Teamsters Local Union 847



LETTER OF UNDERSTANDING 1

BETWEEN: GARDA CANADA SECURITY CORPORATION

AND: TEAMSTERS LOCAL UNION 847


RE: Hours of Service vs. Years of Service

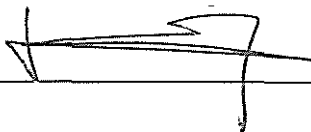
The Parties hereto agree to the following:

Where Hours of Service are applied in this Collective Agreement, should there be a disagreement between the Employer and the member with regards to how the hours of service have been calculated, and if verification cannot be made, the member's Seniority Date, as per Article 16(a) shall apply.

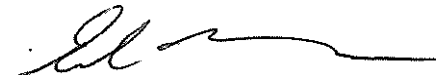
SIGNED THIS 20TH DAY OF AUGUST 2009

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation





ON BEHALF OF THE UNION:
Teamsters Local Union 847



LETTER OF UNDERSTANDING 2

BETWEEN: GARDA CANADA SECURITY CORPORATION

AND: TEAMSTERS LOCAL UNION a47


RE: Shift Trade/Switch Procedures

The Parties hereto agree to the following:


1. Shift trades must be completed on the form supplied, legible and in full.
2. Shift trades must be completed within a single pay period.
3. Shifts may only be traded between employees with the same qualifications.
4. Shift trades will be accepted up to seventy-two (72) hours prior to the start of the shift.
5. Urgent exceptions may be approved on a case-by-case basis by SDMs.
6. Both parties must sign the shift trade form.
7. Both parties must ensure that the shift trade has been approved by an SDM.
8. Shift Trades are paid at straight time and do not count toward weekly overtime calculation.
9. Shift trades can not be combined with other trades. i.e. no three-way or more trades,
10. An employee may not combine shift trades with their regular schedule if the combination exceeds more than seven (7) consecutive days without a day off.
11. Shift trades are intended to help employees have flexibility to deal with short-term schedule demands. They cannot be used to create extended periods where the employee is away from work.
12. Failure to comply with the proper shift trade procedures may result in a loss of shift trade privileges for the employee concerned for sixty (60) days.

SIGNED THIS 20th DAY OF AUGUST 2009

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation



ON BEHALF OF THE UNION:
Teamsters Local Union 847



LETTER OF UNDERSTANDING 3

BETWEEN: GARDA CANADA SECURITY CORPORATION

AND: TEAMSTERS LOCAL UNION a47


RE: Employment Letters

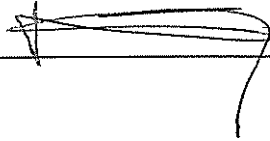
The Parties hereto agree to the following:

The Employer agrees to provide letters of employment when requested by the employee provided the requests are made in writing at least seven (7) days in advance, and are for a valid and verifiable reason.

SIGNED THIS 20TH DAY OF AUGUST 2009

ON BEHALF OF THE EMPLOYER:
Garda Canada Security Corporation





ON BEHALF OF THE UNION:
Teamsters Local Union 847

